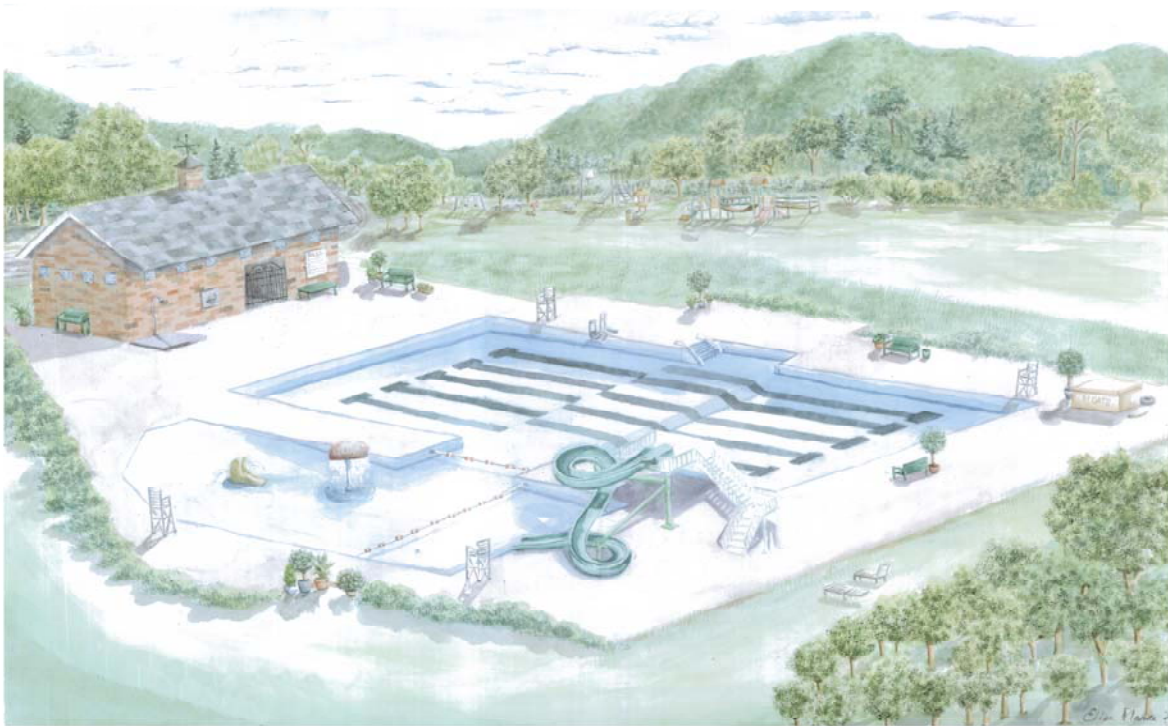


BIDS DUE ON

June 9, 2015 @ 3:00 PM

SEE ADVERTISEMENT FOR BIDS INSIDE

New Outdoor Aquatic Center West Branch Recreation And Aquatic Center



**TOWN OF DELHI
DELAWARE COUNTY, NEW YORK**
5 Elm Street, Delhi, NY, 13753
607-746-8696

100% SUBMISSION COPY — THE STANDARD BIDDING REQUIREMENTS, CONTRACT FORMS, CONDITIONS OF THE CONTRACT, AND APPENDIX DOCUMENTS ARE NOT BOUND IN THE 100% SUBMISSION COPIES OF THIS PROJECT MANUAL. THESE STANDARD DOCUMENTS WILL BE INCLUDED IN THE BIDDING AND CONTRACT COPIES AND ARE LISTED IN THE TABLE OF CONTENTS.

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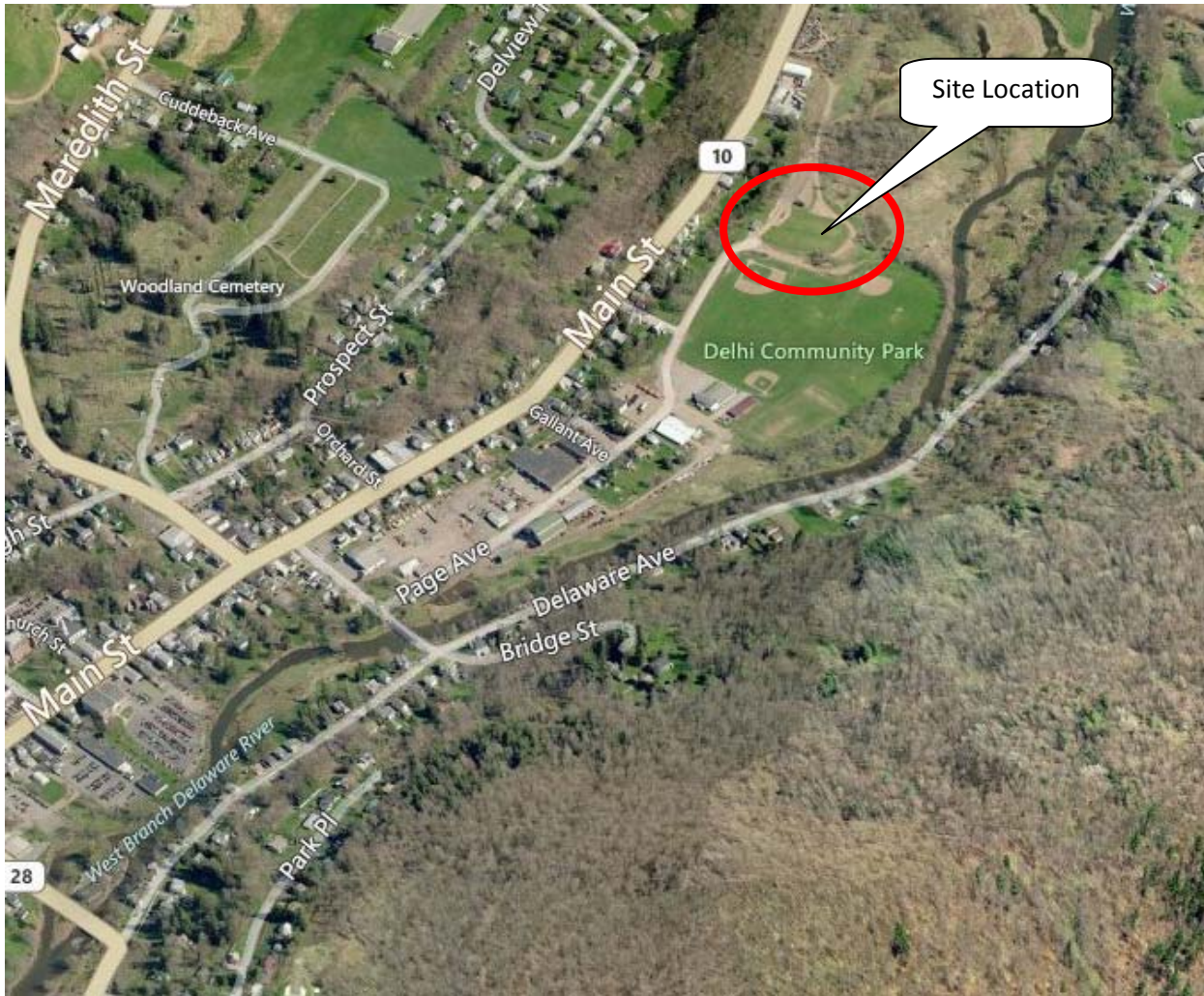
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000113 – NOTICE TO BIDDERS

TOWN OF DELHI DELAWARE COUNTY, NEW YORK

5 Elm Street, Delhi, NY, 13753
607-746-8696

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Bid Committee of the Town of Delhi, County of Delaware, State of New York on until 3:00 pm on June 9th, 2015 at the Town of Delhi Offices, 5 Elm Street, Delhi, NY, 13753. Bids will be opened and read in public at the public meeting at 7:30 pm on the day of the bid. Project estimate \$896,000:

New Outdoor Aquatic Center West Branch Recreation And Aquatic Center

The Owner has determined that the nature of the proposed swimming pool construction make the requirement for proper and adequate experience of paramount importance. These specifications describe swimming pool construction which must be performed by a specialty prime contractor or subcontractor, herein refereed to generically as the Contractor, who, under their own name, shall be capable of meeting all pool construction experience qualifications herein stated, and who is an experienced Swimming Pool Contractor specializing in commercial, municipal and/or institutional swimming pool construction and swimming pool equipment installation and service. All work called for in this specification division shall be and will remain throughout the warranty period, the responsibility of a single contractor specializing in the construction of municipal/institutional swimming pools and the installation and service of municipal/institutional swimming pool equipment.

Experience and construction qualifications must be specific to the Contractor, the experience of the Contractor's potential subcontractors or vendors will not be considered in accessing the Contractor's basic qualifications.

Proposals must be submitted on the bid forms provided and in a manner designated therein. Copies of such bid forms and of the instructions to bidders may be obtained at the office of the Town Clerks Office 5 Elm Street, Delhi, NY 13753. Each proposal must be accompanied by a bid bond or a certified check made payable to the Town of Delhi in an amount equal to 5% of the total bid. The bid bonds or checks of the unsuccessful bidders will be returned as soon as the contracts have been executed. The bid bond or check of the successful bidders will be retained to pay any loss or damages to the Town of Delhi in the event that said successful bidders shall refuse or neglect to enter into a contract in accordance with their proposals. Acceptance of the bid will be contingent upon the fulfillment of this requirement by each bidder.

This project is in part funded by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993.

Funding for this project comes in part through an Environmental Protection Fund (Program) grant administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Under Article 15A, Executive Law, the State of New York is committed to providing **Minority and Women owned Business (MWBE)** equal opportunity to participate in government contracts. The following goals have been set for this project: 8% of the contract value for MBE's and 7% of the contract value for WBE's. The successful bidder may be required to furnish an EEO policy statement and reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

Electronic documents and Amendments are posted to www.townofdelhiny.com or Copies of the plans, specifications and drawings may be examined at the office of the Town Clerk, Town of Delhi, 5 Elm Street, Delhi, New York during regular business hours, Monday through Friday, from 9:00 AM to 3:00 PM. Contractor is responsible for ensuring that all Amendments are incorporated into its bid. To receive notification of Amendments via e-mail you must submit a request to be placed on the Plan holders List with the Town of Delhi Clerk. Amendment may have been issued prior to your placement on the plan holders list. Contact Nancy Lee, Town Clerk, at the phone number noted above or email at townclerk@townofdelhi.org for further information.

Successful bidders will be required to give a bond conditioned for the faithful performance of the contract and for the payment of laborers and material in the sum of 100% of the contract price.

Any questions by prospective Bidders concerning interpretation of the Contract Documents (Bid Documents) must be submitted in writing to the Town of Delhi or their designated representative and should be in its possession no later than 10 calendar days before the date set for the receipt of bids. The Town of Delhi will mail any addenda or written interpretations that it deems necessary to Bidders who have taken out plans at the address given by them before the date set for receipt of affected bids. Bidders may not rely upon oral communications or interpretations from the Town of Delhi or the Designer and the Town of Delhi shall not be bound by them.

The Town Board reserves the right to consider bids for a period of 45 days after their opening, during which time no bidder may withdraw his or her bid, and the right is reserved to the Town Board to accept or to reject any or all bids.

BY ORDER OF THE TOWN BOARD OF
THE TOWN OF DELHI, NY

Town Clerk

002113 – INSTRUCTIONS TO BIDDERS

Project:

New Outdoor Aquatic Center
West Branch Recreation and Aquatic Center

Project Owner:

Town of Delhi
5 Elm Street, Delhi, NY, 13753
607-746-8696

Seal bids:

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Bid Committee of the Town of Delhi, County of Delaware, State of New York on until 3:00 pm on June 9th, 2015 at the Town of Delhi Offices, 5 Elm Street, Delhi, NY, 13753. Bids will be opened and read in public at the public meeting at 7:30 pm on the day of the bid. Project estimate \$896,000:

QUALIFICATIONS OF 'SWIMMING POOL' CONTRACTOR:

- A. The Contractor must have a proven record of competence and experience in the construction of similar, municipal and/or institutional facilities. The following requirements have been established to insure that only properly qualified Contractors will be considered. Failure of the Contractor to provide the below listed information with the project bidding will cause the Bidding Contractor's bid to be considered non-responsive and may be grounds for bid rejection.
- B. Bidding Contractors must provide the following documentation pertaining to Contractor qualifications with their bid documents: If the bidder is not a qualified contractor and intends to employ a qualified contractor as a subcontractor, the proposed subcontractor must comply with these requirements and the documentation must be included with the bid.
 1. Contractor's certification that it has at least ten (10) years experience in the construction of the type of swimming pool(s) herein specified.
 2. Contractor's project listing which shall include as a minimum at least five (5) new, outdoor, municipal pool projects similar to the subject project. Reference projects must include stainless steel perimeter systems, must have been constructed within 100 miles of the proposed project site, and must have a water surface area of not less than (3,000 sq ft). Pools shall be new construction, which the Contractor has constructed under its current name and which upon investigation, would be found to have been completed in a satisfactory manner and in operation for at least two (2) years. Renovation projects shall not be considered as meeting the experience criteria of these qualification requirements.
- C. The Engineer and/or Owner reserves the right to reject any Contractor if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Engineer\Owner that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work described, or if the Contractor does not meet the minimum qualifications stated above and herein.

REQUEST FOR INTERPRETATION

Any questions by prospective Bidders concerning interpretation of the Contract Documents (Bid Documents) must be submitted in writing to the Town of Delhi or their designated representative and should be in its possession no later than May 29th, 2015. The Town of Delhi will email/fax/mail any addenda or written interpretations that it deems necessary to Bidders who have taken out plans at the address given by them before the date set for receipt of affected bids. Bidders may not rely upon oral communications or interpretations from the Town of Delhi or the Designer and the Town of Delhi shall not be bound by them.

ALTERNATES

- A. It is the intent of these specifications that the base bid shall be based upon furnishing the materials and equipment specified herein. The Engineer and Owner have made a detailed investigation before selecting the specified swimming pool recirculation, filtration, deck, and other special pool equipment. All contractors' BASE BIDS shall include this equipment without substitution. The operation and maintenance of the swimming pool facility, the building structure design, the interface of related equipment within the building structure, and governmental approvals specific to this project are predicated upon utilization of the base-bid specified equipment.
- B. Contractors wishing to base their bid upon the use of non-specified components or methods of construction may do so as an alternate. The materials, products and equipment described in the bidding documents establish a standard of required function, design, appearance and quality to be met by any proposed alternate.
- C. Each alternate bid shall include the name of the material, equipment or methods which it is to be substituted and a complete description of the proposed alternate including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the alternate would require shall be included.
- D. The burden of proof of the proposed alternate is upon the Bidding Contractor's firm making the proposal. The Engineer's decision of approval or disapproval of a proposed alternate is final.
- E. It will be the Bidding Contractor's responsibility to apply for and to obtain amendments, variances, or new permitted approvals from all necessary governmental agencies, State and Local, relative to the building structure and pool structure, in the event any alternate system is offered and subsequently approved by Engineer, prior to start of project construction.
- F. In the event the Engineer / Owner shall not accept any proposed alternates, then the Contractor shall be required to furnish the materials specified at no extra cost to the Owner.

SCOPE OF WORK

- A. The Contractor shall provide all labor, material, equipment and services required for installation of all items of work specified herein. It is understood that the intent of the said plans and specifications is to require the Pool Contractor to furnish a pool ready for use.
- B. Water to fill and/or test the pool, and any other pool related items specifically excluded from the work of the Contractor by these specifications or as noted on the drawings shall be by the Owner or others.
- C. Project consists of all work inside pool fencing (including fencing). All site work outside fencing and excavation of the pool foot print will be handled by others.

D. WORK OF CONTRACTOR:

In general, the Pool Work includes but is not necessarily limited to the following:

- 1. Layout pool, with bench mark elevation and exact location supplied by others, supervise the pool excavations, hand trim the excavation to proper template, provide and install all required forms for pool construction including forming the beam as required.
- 2. Provide and install the specified steel reinforcing.
- 3. Construct the pool shell of pneumatic concrete in the manner specified.
- 4. Provide and install overflow system as indicated on the drawings or as specified in subsequent sections of these specifications.
- 5. Provide all fittings such as weirs, overflow fittings, filtered water inlets, bottom outlets and the required piping to interconnect such in-pool fittings with the filter system.
- 6. Provide sleeves and flexible penetration systems for all pipes passing through walls (if any). Coordinate penetration layout through building with General Contractor.
- 7. The Contractor shall provide the solenoid valves, chemical feed equipment, recirculation pumps and motors, specialized control panels (specific to pool equipment).
- 8. Provide and install the specified sanitizing equipment.
- 9. Provide and install ceramic markings as noted on project drawings.
- 10. Provide and install deck anchorage and equipment, and erect deck accessories as required by these specifications.
- 11. Provide pool interior finish consisting of silicone-modified pool plaster or quartz-aggregate pool plaster as indicated in these specifications and/or on the drawings.
- 12. Provide initial start-up of the pool, instructions to the Owner's personnel and written instructions on the proper operation of the pool equipment.
- 13. Provide shop drawings on construction, equipment layout, and equipment anchor instructions, for approval by the Engineer.

E. RELATED AND INTERFACING WORK REQUIRED NOT SPECIFIC TO THE POOL CONSTRUCTION:

The following related work may be further defined and specified in other sections of these specifications.

1. Demolition of existing pool, clearing and grubbing of new pool area, erosion control.
2. Bulk pool excavation, disposal of excavated material, and de-watering of excavation as required.
 - a) Furnish, place, and compact 6" minimum layer of $\frac{3}{4}$ " clean stone sub-base on floor of excavation.
 - b) Backfilling and any other area preparation required prior or subsequent to start of pool construction.
 - c) Furnish and place any backfill material for pool structure, main drain piping, etc., as required.
2. All work involving potable, fresh water lines including fresh water connection to pool as required and noted.
3. Waste or drainage: The Contractor shall run a discharge pipe from the filter systems to discharge through an air gap into backwash sump as noted on project drawings.
4. Concrete flatwork, walks, decks, deck graphics or markers, concrete sumps, foundations, and any other work other than construction of the pool shell shall be as noted on the project drawings and specified in other sections of these specifications.
5. All buildings, site structures and related amenities, site repair, concrete work other than pool structure, as may be required and noted on the project drawings shall be as noted on the project drawings and specified in other sections of these specifications.
6. Electrical work: The Contractor shall provide the solenoid valves, chemical feed equipment, recirculation pumps and motors, specialized control panels (specific to pool equipment), and shall mount such equipment. All power and control wiring, conduits, motor controls, disconnects, power panels and breakers, etc., to make system operational shall be as noted on the project drawings and specified in other sections of these specifications. All power wiring, conduits, disconnects, power panels and breakers, etc. shall be as noted on project drawings. All control wiring and conduit shall be provided by electrical contractor as required by and in coordination with wiring diagram furnished by pool equipment vendor/contractor. All combination motor starters, control equipment and control panels shall be furnished by the pool equipment vendor/contractor and installed and wired by the electrical contractor to make a complete and operational system.
7. Placement of all necessary sleeves, openings or other penetrations in equipment room and building walls or floors as required for pool construction work shall be as noted on the project drawings and specified in other sections of these specifications
8. All related general construction work not called for in pool specifications but specified and noted on the project drawings shall be as noted on the project drawings and specified in other sections of these specifications.

002213 – Supplementary Instructions To Bidders – MWBE-EEO

NYS OFFICE OF PARKS RECREATION AND HISTORIC PRESERVATION

MINORITY AND WOMEN'S BUSINESS REQUIREMENTS

To Prospective Bidders:

Consistent with New York State Office of Parks Recreation and Historic Preservation (OPRHP) commitment and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Businesses (MWBE) in the OPRHP construction program. The requirements apply to all "State" funded contracts with MWBE goals. Funding for this project comes in part through an **ENVIRONMENTAL PROTECTION FUND** grant. The intent of the program is to encourage and assist in developing business relationships between Prime Contractors and M&WBE subcontractors and suppliers. Contractors must be diligent and creative in order to develop a Utilization Plan that complies with the program. By submission of this Utilization Plan, the Contractor commits to the value included in the plan for participation by Minority and Women-owned businesses. OPRHP Bureau of Affirmative Action and Equal Opportunity (BAAEO) will review the plan and notify the Contractor of any deficiencies contained in the plan. A copy of the Utilization Plan will be returned to the Contractor after approval. BAAEO may require the Contractor to provide documentation of the efforts made by a Contractor to develop this plan.

The Contractor, by bidding on this project acknowledges understanding and support of this policy and pledges to fully cooperate with Town of Delhi in meeting State requirements set forth in these bidding and contract documents.

Minority and Women Owned Business Enterprise (MWBEs) on this project the State has set the following goals for the participation of certified minority and women owned business:

Minority Owned Business 8% of the contract value

Women Owned Business 7% of the contract value

For many projects, it is necessary to include the cooperation of principal subcontractors for a meaningful utilization plan. In the selection of principal subcontractors, the Prime Contractor should consider subcontractors who demonstrate efforts to assist with program requirements. Although responsibility for program compliance is with the Prime contractor, the Contract Documents require that all subcontractors also comply with the contract provisions. An inability to meet goals when subcontractor cooperation is not present does not excuse the Prime Contractor from the responsibility.

Firms must be certified by New York State as a Minority or Women-Owned Business to comply with program requirements. Certified firms are included in a Directory of Certified Minority and Women-Owned Business Enterprises. This Directory is provided on the Internet and the address is: <http://nylovesmwbe.ny.gov/index.htm>. You may contact the Empire State Development Corporation at (518) 292-5250 or OPRHP's Minority/Women's Business Enterprises compliance specialist at (518) 473-8993 for assistance concerning the directory.

Following are suggestions for good faith efforts that will be helpful for contractors both during and after the bidding period. These suggestions compliment the Appendix A1, Affirmative Action of the Contract Documents which further outlines good faith efforts. In order for good faith efforts to be effective, contractors (Grantee) should begin plan development during prebid.

Receipt of the M&WBE Utilization Plan is required with the Bid at Bid Opening.

- Receipt of OPRHP MWBE Utilization Plan Form (UP-1) must be submitted with the bid. The firm/s proposed are businesses the bidder seriously expects to include in the project activity. A letter of explanation and documentation of efforts shall accompany an M&WBE Utilization Plan that falls short of the stated goals. **Failure to submit this form shall result in disqualification.**
- It is the responsibility of the contractor to inform "Parks" of changes, additions or deletions to the approved Utilization Plan and to provide supporting documentation for such.
- EEO Policy Statement – Bidders Must complete the EEO Policy Statement and include it with their bid.
- The successful bidder will be required to submit Monthly Workforce Employment Utilization Report. Forms Enclosed.

OPRHP Bureau of Affirmative Action and Equal Opportunity Office is available to assist you in fulfilling your participation goals.

002219 - Supplementary Instructions to Bidders – Qualifications of Bidders

QUALIFICATIONS OF 'SWIMMING POOL' CONTRACTOR

The Contractor must have a proven record of competence and experience in the construction of similar, municipal and/or institutional facilities. The following requirements have been established to insure that only properly qualified Contractors will be considered. Failure of the Contractor to provide the below listed information with the project bidding will cause the Bidding Contractor's bid to be considered non-responsive and may be grounds for bid rejection.

Bidding Contractors must provide the following documentation pertaining to Contractor qualifications with their bid documents: If the bidder is not a qualified contractor and intends to employ a qualified contractor as a subcontractor, the proposed subcontractor must comply with these requirements and the documentation must be included with the bid.

Contractor's certification that it has at least ten (10) years experience in the construction of the type of swimming pool(s) herein specified.

Contractor's project listing which shall include as a minimum at least five (5) new, outdoor, municipal pool projects similar to the subject project. Reference projects must include stainless steel perimeter systems, must have been constructed within 100 miles of the proposed project site, and must have a water surface area of not less than (3,000 sq ft). Pools shall be new construction, which the Contractor has constructed under its current name and which upon investigation, would be found to have been completed in a satisfactory manner and in operation for at least two (2) years. Renovation projects shall not be considered as meeting the experience criteria of these qualification requirements.

The Engineer and/or Owner reserves the right to reject any Contractor if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Engineer\Owner that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work described, or if the Contractor does not meet the minimum qualifications stated above and herein.

Appendix A: Standard Clauses for all New York State Contracts

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this

contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of

any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment

opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not

limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

Appendix A: Standard Clauses for all New York State Contracts

APPENDIX A1

Clauses Required by Office of Parks, Recreation and Historic Preservation

1. Changes to Budget and Program Workplan. Changes shall not be made in the work described in the Program workplan as described in Appendix D or the proposed expenditure of funds as shown in the Budget, Appendix B, without the prior written approval of the STATE. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes may be made in the Budget to reallocate funds between budget items provided such changes do not exceed ten percent of the total value of the contract and have the STATE's written approval. Changes in the Program Workplan which are substantive or alter the scope, intent or basic elements of the contract, or Budget changes which are in excess of ten percent of the total value of the contract, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT. (See Section I, Paragraph D of the AGREEMENT).
2. Termination.
 - A. In the event the project cannot be completed as agreed upon by the STATE and the CONTRACTOR, the CONTRACTOR shall bring it to a point of recreational usefulness agreed upon by the STATE and the CONTRACTOR.
 - B. The CONTRACTOR agrees that the benefit to be derived by the United States, the State of New York and the CONTRACTOR from compliance with the terms of this agreement is the preservation, protection and net increase in the availability and quality of public outdoor recreation facilities and resources available to the people of the United States, the State of New York and the CONTRACTOR and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished under this agreement. Further, payment to the STATE of an amount equal to the amount of money made available under this agreement would be inadequate compensation for any breach by the CONTRACTOR of this agreement. Therefore, the appropriate remedy in the event of a breach of this agreement by the CONTRACTOR shall be the specific performance of this agreement.
3. Participation by New York State Businesses and Minority Group Members and Women with Respect to State Contracts; Omnibus Procurement Act. It is the policy of New York State to maximize opportunities for the participation of minorities and women as employees, and of New York State business enterprises, as subcontractors and suppliers on its procurement contracts.
 - A. Omnibus Procurement Act Provisions.
 - I. Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division of Small Business
30 South Pearl Street
Albany, NY 12245
Phone: (518)-292-5250 FAX (518)-292-5803

Note: When requesting lists of potential subcontractors and suppliers please identify the SIC code, size and location of vendors.
 - II. If located in a foreign country the contractor is hereby notified that New York State may seek to obtain and assign or otherwise transfer offset credits created by this contract to third parties located in New York State. The contractor agrees to cooperate with the State in efforts to get foreign countries to recognize offset credits created by this contract.
 - B. Equal Employment Opportunity Provisions.

- I. The CONTRACTOR and its subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- II. No later than seven days after being notified of the award of this contract the CONTRACTOR shall submit an Equal Employment Opportunity (EEO) policy statement to the STATE.
- III. The CONTRACTOR's EEO policy statement shall contain, but not necessarily be limited to, and the CONTRACTOR, as a precondition to entering into a valid and binding State contract, shall, during the performance of the contract, agree to the following:
 - (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
 - (b) The CONTRACTOR shall state in all solicitations or advertisements for employees that, in performance of this contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - (c) At the request of the STATE the CONTRACTOR shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR's obligation herein.
- IV. No later than seven days after being notified of the award of this contract the CONTRACTOR may be required to submit to the STATE a staffing plan of the anticipated work force to be utilized on this contract or, where required, information on the CONTRACTOR's total work force, including apprentices, broken down by specified ethnic background, gender, and Federal Occupational Categories or other appropriate categories specified by the STATE. The form of staffing plan shall be supplied by the STATE.
- V. On a schedule to be determined by the STATE, and in a form and manner required by the STATE, the CONTRACTOR shall submit to the STATE a work force utilization report, of the work force actually utilized on this contract, broken down by specified ethnic background, gender, and Federal occupational Categories or other appropriate categories specified by the STATE. The form of the staffing plan shall be supplied by the STATE.
- VI. The CONTRACTOR shall include the language of sub-paragraphs (I) through (V) in every subcontract in such a manner that the requirements of the provisions will be binding upon each subcontractor as to work in connection with this contract, including the requirement that subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and, when requested, provide to the CONTRACTOR information on the ethnic background, gender, and Federal Occupational Categories of the employees to be utilized on this contract.

VII. The CONTRACTOR agrees to comply with all applicable Federal, State and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services.

C. Minority/Women Owned Business Enterprise Provisions.

I. A directory of minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Minority and Women's Business Development Division
One Commerce Plaza
Albany, NY 12245
Phone: (518) 474-7756 / Fax: (518) 486-6416

II. Definition. For the purposes of these clauses, the following definition shall apply:

- (a) "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.
- (b) "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.
- (c) "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:
 - (1) Black persons having origins in any of the Black African racial groups;
 - (2) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
 - (3) Native American or Alaskan native persons having origins in any of the original peoples of North America;
 - (4) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.
- (d) "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
 - (1) at least fifty-one percent owned by one or more minority group members;
 - (2) an enterprise in which such minority ownership is real, substantial and continuing;
 - (3) an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.
- (e) "Subcontract" shall mean an agreement providing for total expenditures in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.

- (f) "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:
- (1) at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
 - (2) an enterprise in which the ownership interest of such women is real, substantial and continuing;
 - (3) an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise ; and
 - (4) an enterprise authorized to do business in this state and independently owned and operated.

III. Utilization Program Waivers.

- (a) If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement the contractor shall submit to the STATE a utilization program on forms to be provided by the STATE. The utilization program shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.
- (b) The STATE will review the utilization program and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include;
 - (1) the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;
 - (2) elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBES; and
 - (3) other information which the STATE determines to be relevant to the utilization program.
- (c) The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractors receipt of a notice that the statement of remedy was untimely or inadequate.
- (d) A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization program may request a waiver at the same time it submits its utilization program. If a request for waiver is submitted with the utilization program, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.
- (e) If the contractor does not submit a request for waiver, or if the STATE determines that the utilization program does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall terminate the contract, or if the contract has not been executed, the

STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.

- (f) The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization program, at least to the extent indicated in the program.

IV. Administrative Hearing on Disqualification of Contractor.

- (a) If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization program or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.
- (b) The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.
- (c) Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

V. Good Faith Efforts. In order to show that it has made good faith efforts to comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

- (a) Did the contractor submit a completed, acceptable utilization program and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?
- (b) Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?
- (c) Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?
- (d) Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?
- (e) Did the contractor attend any prebid or preaward meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?
- (f) Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?
- (g) Did the contractor make payments to M/WBE subcontractors and suppliers in a timely fashion?

VI. Reports. The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing

scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

- (a) If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.
- (b) If the STATE, upon review of the contractor's utilization program and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

- (a) If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.
- (b) If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.
- (c) A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.
- (d) The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.
- (e) Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.
- (f) Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.
- (g) Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;
 - (1) adopt the recommendation of the arbitrator;

- (2) determine that no sanctions, fines or penalties should be imposed; or
 - (3) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.
- (h) The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.
 - (i) The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any-other remedies which it may have pursuant to law and the contract.
- IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (v) and (viii) above in every subcontract, as defined in sub-paragraph (ii), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.
4. Non-Discrimination. The CONTRACTOR shall not limit access or discriminate in the operation of the facilities against any person on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

**New York State Office of Parks, Recreation and Historic Preservation Article
15A Contractor Compliance Package**

NYS OFFICE OF PARKS RECREATION AND HISTORIC PRESERVATION MINORITY AND WOMEN'S BUSINESS REQUIREMENTS

To Prospective Bidders:

Consistent with New York State Office of Parks, Recreation and Historic Preservation (OPRHP) commitment, and in accordance with Article 15-A of the New York State Executive Law, contractors are required to ensure that good faith efforts are made to include meaningful participation by Minority and Women-Owned Businesses (MWBE) in the OPRHP construction program. The requirements apply to all "State" funded contracts. Funding for this project comes in part through an Environmental Protection Fund grant. The intent of the program is to encourage and assist in developing business relationships between Prime Contractors and M&WBE subcontractors and suppliers. Contractors must be diligent and creative in order to develop a Utilization Plan that complies with the program. By submission of this Utilization Plan, the Contractor commits to the value included in the plan for participation by Minority and Women-owned businesses. OPRHP will review the plan and notify the Contractor of any deficiencies contained in the plan. A copy of the Utilization Plan will be returned to the Contractor after approval. OPRHP may require the Contractor to provide documentation of the efforts made by a Contractor to develop this plan.

The Contractor, by bidding on this project acknowledges understanding and support of this policy and pledges to fully cooperate with Town of Delhi in meeting State requirements set forth in these bidding and contract documents.

Minority and Women Owned Business Enterprise (MWBEs) on this project the State has set the following goals for the participation of certified minority and women owned business:

Minority Owned Business	8% of the contract value
Women Owned Business	7% of the contract value

For many projects, it is necessary to include the cooperation of principal subcontractors for a meaningful utilization plan. In the selection of principal subcontractors, the Prime Contractor should consider subcontractors who demonstrate efforts to assist with program requirements. Although responsibility for program compliance is with the Prime contractor, the Contract Documents require that all subcontractors also comply with the contract provisions. An inability to meet goals when subcontractor cooperation is not present does not excuse the Prime Contractor from the responsibility.

Firms must be certified by New York State as a Minority or Women-Owned Business to comply with program requirements. Certified firms are included in a Directory of Certified Minority and Women-Owned Business Enterprises. This Directory is provided on the Internet and the address is: <http://nylovesmwbe.ny.gov/index.htm>. You may contact the Empire State Development Corporation at (518) 292-5250.

Following are suggestions for good faith efforts that will be helpful for contractors both during and after the bidding period. These suggestions compliment the Appendix A1, Affirmative Action of the Contract Documents which further outlines good faith efforts. In order for good faith efforts to be effective, contractors (Grantee) should begin plan development during prebid.

Receipt of the M&WBE Utilization Plan is required to the NYS Regional Office at Bid Opening.

- Receipt of OPRHP MWBE Utilization Plan Form (UP-1) must be submitted with their bid. The firm/s proposed are businesses the bidder seriously expects to include in the project activity. A letter of explanation and documentation of efforts shall accompany an M&WBE Utilization Plan that falls short of the stated goals. **Failure to submit this form shall result in disqualification.**
- It is the responsibility of the contractor to inform "OPRHP" of changes, additions or deletions to the approved Utilization Plan and to provide supporting documentation for such.
- EEO Policy Statement – Bidders must complete the EEO Policy Statement and include it with their bid.

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the _____ to provide equal employment opportunity
Name of Contractor
to all people without regard to race, color, sex, religion, age, national origin, disability, sexual
preference, or Vietnam Era Veteran Status. As head of _____,

Name of Contractor
I am personally committed to assuring that the _____ will act
Name of Contractor
affirmatively to develop avenues of entry and mobility for minorities, women, individuals with
disabilities, and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on our goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels.
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with our policy, and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, we have designed a plan which conforms with all relevant Federal and State non-discrimination laws and regulations including, but not limited to; The Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Vietnam Era Veteran's Readjustment Act of 1974, and the New York State Human Rights Law. The plan applies to all job classifications and titles in the _____

Name of Contractor
jurisdiction. It governs all _____ employment policies,

Name of Contractor
practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. I will see that the Affirmative Action Office is provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors, and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of our mission and in meeting our responsibilities to the State's citizens.

Date

Signature



CONTRACTORS MWBE UTILIZATION PLAN

Contract Number: **D00**

Region: _____

REMINDER: As a condition of this contract, you are required to submit the Cumulative Monthly Payment Statement on a monthly basis.

Contractor's Name:		Project Description:		Start Date:	MWBE Goals Assigned to Contract:
Are you a NYS MWBE Certified by the NYS Empire State Development Corp? <input type="checkbox"/> Yes <input type="checkbox"/> No					
Contact Person:					MBE _____%
Address:		Project Location:		Completion Date:	WBE _____%
Telephone Number:	E-Mail Address:				
Federal ID Number:	SFS Vendor ID:				
Certified MWBE Sub Contractors/ Suppliers Name, Address, Telephone Number and E-Mail Address		MBE	WBE	Description of Sub Contracting/Supplies	Total Dollar Value of Sub Contracting/Supplies
		<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.: SFS Vendor ID:		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.: SFS Vendor ID:		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		
Federal ID No.: SFS Vendor ID:		<input type="checkbox"/>	<input type="checkbox"/>		
		<input type="checkbox"/>	<input type="checkbox"/>		

Pursuant to Executive Law Article 15-A, my firm will engage in good faith efforts to achieve the MWBE goals on this contract. I understand that failure to make good faith efforts can result in the contract being awarded to another contractor. I understand that all listed sub contractors will be contacted for verification of solicitation.	
Contractor's Signature:	Date:
Print Name and Title:	

FOR NYS OPRHP USE ONLY:	
<input type="checkbox"/> Approved <input type="checkbox"/> Approved as Noted <input type="checkbox"/> Rejected	
MBE: _____% WBE: _____% WBE \$ _____	
OPRHP Notes:	
OPRHP Authorized Signature:	
Date:	

(Revised August 2012)



CUMULATIVE MONTHLY PAYMENT STATEMENT

INSTRUCTIONS: As a condition of the contract awarded this form is to be properly

completed by the primary contractor on a monthly basis indicating ALL sub contractors that will be utilized on the project. **SUBMISSION OF THIS FORM SHOULD BE SENT BY THE 10TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE MWBE GOALS ASSIGNED TO THE CONTRACT.**

Region:		MWBE Goals Assigned to the Contract: MWBE % WBE %		Total Contract Value: (including any field order allowance) \$	
Contractor's Name:		Contract Number:		Start Date:	
Address:		Contract Description:		Completion Date:	
Telephone Number:	E-mail Address:	Contract Location:			
Federal ID No.:	SFS Vendor ID:	Reporting Period: _____ Month/Day _____ Year	Statement # _____		
Certified MWBE Sub Contractors/ Suppliers Name, Address, Telephone No., E-mail Address,		Designation (Please check all that apply)		Identification Numbers	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Federal ID: SFS Vendor ID:	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Federal ID: SFS Vendor ID:	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Federal ID: SFS Vendor ID:	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Federal ID: SFS Vendor ID:	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub		Federal ID: SFS Vendor ID:	
				Total Dollar Value of Contract	
				Payments This Month Only	
				Total Payments to Date	
				% of Contract Paid Out	

FOR NYS OPRHP USE ONLY:		DOLLAR VALUE	% of TOTAL AWARD
Total value of contract for services and/or supplies assigned to MBEs:			
Total value of contract for services and/or supplies assigned to WBEs:			
Total overall dollar value and percentage of contract assigned to MWBEs			

DECLARATION: Under penalty of perjury, I attest as follows: I am a representative of the above-stated Contractor and that I am authorized to make this DECLARATION on behalf of the Contractor. All information stated on this Payment Statement is true and correct. Payments stated on this form were made by the Contractor for work actually performed by the subcontractor(s) and/or supplier(s) listed, including MWBEs. The Contractor has complied with all contract provisions and laws, including those related to use of MWBEs, equal opportunity and affirmative action.

Signature of Contractor

Date

Print Name and Title



CUMULATIVE MONTHLY PAYMENT STATEMENT EXTRA PAGES

INSTRUCTIONS: As a condition of the contract award

this form is to be properly completed by the primary contractor on a monthly basis indicating ALL sub contractors that will be utilized on the project. SUBMISSION OF THIS FORM SHOULD BE SENT BY THE 10TH DAY OF EACH MONTH FOR THE PRECEDING MONTH'S ACTIVITY AS EVIDENCE TOWARDS ACHIEVEMENT OF THE MWBE GOALS' ASSIGNED TO THE CONTRACT.

Region: _____

Contract Number: _____

Certified MWBE Sub Contractors/ Suppliers Name, Address, Telephone No., E-mail Address,	Designation (Please check all that apply)	Identification Numbers	Total Contract Dollar Value	Payments This Month Only	Total Payments to Date	% of Contract Paid Out
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub	Federal ID: SFS Vendor ID:		<input type="checkbox"/> No Payment This Month		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub	Federal ID: SFS Vendor ID:		<input type="checkbox"/> No Payment This Month		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub	Federal ID: SFS Vendor ID:		<input type="checkbox"/> No Payment This Month		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub	Federal ID: SFS Vendor ID:		<input type="checkbox"/> No Payment This Month		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub	Federal ID: SFS Vendor ID:		<input type="checkbox"/> No Payment This Month		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub	Federal ID: SFS Vendor ID:		<input type="checkbox"/> No Payment This Month		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub	Federal ID: SFS Vendor ID:		<input type="checkbox"/> No Payment This Month		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/> NON-MWBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub	Federal ID: SFS Vendor ID:		<input type="checkbox"/> No Payment This Month		



APPLICATION FOR WAIVER OF MWBE PARTICIPATION GOALS

This form must be submitted for review and approval by State Parks' MWBE staff and the Governor's staff. Waiver approval must be received prior to completion of the project and is a prerequisite for full and final payment.

Section 1: Basic Information

Contractor's Name: Are you a NYS MWBE certified by the NYS Empire State Development Corp? <input type="checkbox"/> Yes <input type="checkbox"/> No	Federal ID Number:	SFS Vendor ID Number:
Street Address:	E-Mail Address:	
City, State, Zip Code:	Telephone:	
Contract Number:	Location:	
Description of Project:	MWBE Goals Assigned to the Contract	
	MBE%	WBE %

Section 2: Type of MWBE Waiver Requested

MBE Waiver	<input type="checkbox"/> Total Waiver	<input type="checkbox"/> Partial Waiver	If partial waiver is being requested please indicate the proposed MBE utilization: MBE: ____%
WBE Waiver	<input type="checkbox"/> Total Waiver	<input type="checkbox"/> Partial Waiver	If partial waiver is being requested please indicate the proposed WBE utilization: WBE: ____%

Does a certified MWBE exist anywhere in New York State that can provide at least 20% of the products and/or services needed for the contract? If so, please explain in detail the reason you are requesting a waiver.

Section 3: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the M/WBE goals set forth in the contract and support of your waiver application: (Please check all that apply).

- ☐ **Attachment A.** List of the general circulation, trade and MWBE specific publications and dates of publications in which your firm solicited for certified MWBE participation as a subcontractor/supplier and copies of such solicitations.
- ☐ **Attachment B.** List of the certified MWBEs appearing in the Empire State Development M/WBE directory (www.esd.ny.gov) that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
- ☐ **Attachment C.** Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.
- ☐ **Attachment D.** Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.
- ☐ **Attachment E.** Identify dates of pre-bid, pre-award or other meetings attended by the contractor and scheduled by OPRHP with certified MWBEs whom OPRHP determined were capable of fulfilling the MWBE goals set in the contract.
- ☐ **Attachment F.** Other information deemed relevant to the request.

Section 4: Signature and Contact Information

DECLARATION: The undersigned certifies that she or he is authorized by the Contractor identified above to make this Declaration. The Contractor has made good faith efforts, as defined in NYS law, to meet the MWBE goals contained in NYS law and under the applicable contract. The undersigned acknowledges that failure to submit complete and accurate information in connection with a waiver request may result in denial and/or a finding of noncompliance. Failure to establish good faith efforts may result in suspension or termination of a New York State contract.

Prepared By: (Signature)	Date:
Name and Title of Preparer:	



APPLICATION FOR WAIVER OF MWBE PARTICIPATION GOALS

Instructions for Completing and Submitting an Application for a Waiver of MWBE Utilization Goals

Article 15-A of the New York State Executive Law and 5 NYCRR 140-145 require State agencies to set goals for participation by minority and women owned business enterprises (MWBEs) on many types of State contracts. Prior to the contract award, separate goals are established for MBE and WBE utilization, expressed as a percentage of anticipated payments made under the contract. A State agency shall not grant any automatic waivers of goal requirements on a State contract but may grant a partial or total waiver of goal requirements established on a State contract only upon the submission of a waiver form by a contractor, documenting good faith efforts. Failure to make good faith efforts may result in a State contract being awarded to another bidder, or, if the contract is already in progress, may result in financial penalties.

Section 1: Basic Information

Complete all sections, enter the contractor's name, address, federal identification number, State Financial System (SFS) vendor identification number, contract number. Please provide a current e-mail address and telephone number where the firm can be reached. In the space provided, please summarize a detailed description of the project and state the location of the work under the contract. Please state the MWBE utilization goals assigned to the contract.

Section 2: Type of Waiver Request

You may request a total or partial waiver of the MBE goals and/or a total or partial waiver of the WBE goals. If a partial waiver is being requested, please state the MWBE utilization that the firm is proposing. In the space provided, explain in detail the need of a waiver for the MWBE participation goals.

Section 3: Supporting Documentation

Extensive documentation is required to demonstrate good faith efforts to comply with the MWBE goals. See the form for the specific details on the required documentation and check all that apply.

Section 4: Signature and Contact Information

The waiver application must be signed by an authorized official of the firm who will be responsible for the contract. By signing the waiver application, the authorized official is certifying that he or she is authorized to make the DECLARATION that has been set forth, and that the Contractor has made good faith efforts, as defined in NYS law, to meet the MWBE goals contained in NYS law and under the applicable contract. The undersigned acknowledges that failure to submit complete and accurate information in connection with a waiver request may result in denial and/or a finding of noncompliance. Failure to establish good faith efforts may result in suspension or termination of a New York State contract. Please state the date that the Application for Waiver of MWBE Participation Goals was signed by the authorized official who is responsible for the contract.



For NYS OPRHP Use Only:

Reviewed By:

Date:

OPRHP's Waiver Recommendation for Submission to Governor's Staff, if required :

- ☐ Full MBE waiver granted
- ☐ Partial MBE waiver granted; revised MBE goal: _____ %
- ☐ MBE waiver denied
- ☐ Full WBE waiver granted
- ☐ Partial WBE waiver granted; revised WBE goal: _____ %
- ☐ WBE waiver denied

Date the notice of determination was sent:

Comments:

Prevailing Wage Rate Schedule



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Town of Delhi

Al Perkins, Town Board Representative
The Bramley Agency
P.O. Box 507
72 Main Street
Delhi NY 13753

Schedule Year 2014
Date Requested 06/16/2014
PRC# 2014005384

Location American Legion Park
Project ID#
Project Type New swimming pool construction

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2014 through June 2015. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30R).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Town of Delhi

Al Perkins, Town Board Representative
The Bramley Agency
P.O. Box 507
72 Main Street
Delhi NY 13753

Schedule Year 2014
Date Requested 06/16/2014
PRC# 2014005384

Location American Legion Park
Project ID#
Project Type New swimming pool construction

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

For these reasons, *the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor.*

NOTE: This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

Required Posting For Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

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



New York State Department of Labor
Required Notice under Article 25-B of the Labor Law

**ATTENTION ALL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS:
YOU ARE COVERED BY THE
CONSTRUCTION INDUSTRY FAIR PLAY ACT**

The law says that you are an employee unless:

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

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

**IT IS AGAINST THE LAW FOR AN EMPLOYER TO MISCLASSIFY EMPLOYEES AS
INDEPENDENT CONTRACTORS OR PAY EMPLOYEES OFF-THE-BOOKS.**

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
 - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
 - workers' compensation benefits for on-the-job injuries
 - payment for wages earned, minimum wage, and overtime (under certain conditions)
 - prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor:

- You must pay all taxes required by New York State and Federal Law.

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

- **Civil Penalty** First Offense: up to \$2,500 per employee.
Subsequent Offense(s): up to \$5,000 per employee.
- **Criminal Penalty** First Offense: Misdemeanor - up to 30 days in jail, up to a \$25,000 fine and debarment from performing Public Work for up to one year.
Subsequent Offense(s): Misdemeanor - up to 60 days in jail, up to a \$50,000 fine and debarment from performing Public Work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at 1(866)435-1499 or send an email to dol.misclassified@labor.state.ny.us. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

WORKER NOTIFICATION

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

Effective February 24, 2008

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

* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

**These wages are set by law and must be posted
at the work site. They can also be found at:**
www.labor.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction Safety and Health Course – S1537-A

Effective July 18, 2008

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.

Where to find OSHA 10-hour Construction Course

1. NYS Department of Labor website for scheduled outreach training at:

www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

www.rit.edu/~outreach/course.php3?CourseID=54

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophs.umdj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

3. List of trainers and training schedules for OSHA outreach training at:

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$3 million in Bronx, Kings, New York, Queens and Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.
- For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical work and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

To use the ‘4 Day / 10 Hour Work Schedule’:

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

(Please note : For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

Instructions for Completing Form PW30R

“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

Before completing Form PW30R check to be sure ...

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Instructions (Type or Print legibly):

Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
 - Go to pages 2 and 3 of the form
 - Place a checkmark in the box to the right of the Job Classification you are choosing
 - Mark all Job Classifications that apply

Do not write in any additional Classifications or Counties.

Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

Employer Registration for Use of 4 Day / 10 Hour Work Schedule

Before completing Form PW30R check to be sure ...

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed ...

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 3-6)

*** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____

Title: _____ Date : _____

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

- | | |
|---------------------------------|-------------------------------------|
| 1. Albany County | 33. Oneida County |
| 2. Allegany County | 34. Onondaga County |
| 3. Bronx County | 35. Ontario County |
| 4. Broome County | 36. Orange County |
| 5. Cattaraugus County | 37. Orleans County |
| 6. Cayuga County | 38. Oswego County |
| 7. Chautauqua County | 39. Otsego County |
| 8. Chemung County | 40. Putnam County |
| 9. Chenango County | 41. Queens County |
| 10. Clinton County | 42. Rensselaer County |
| 11. Columbia County | 43. Richmond County (Staten Island) |
| 12. Cortland County | 44. Rockland County |
| 13. Delaware County | 45. Saint Lawrence County |
| 14. Dutchess County | 46. Saratoga County |
| 15. Erie County | 47. Schenectady County |
| 16. Essex County | 48. Schoharie County |
| 17. Franklin County | 49. Schuyler County |
| 18. Fulton county | 50. Seneca County |
| 19. Genesee County | 51. Steuben County |
| 20. Greene County | 52. Suffolk County |
| 21. Hamilton County | 53. Sullivan County |
| 22. Herkimer County | 54. Tioga County |
| 23. Jefferson County | 55. Tompkins County |
| 24. Kings County (Brooklyn) | 56. Ulster County |
| 25. Lewis County | 57. Warren county |
| 26. Livingston County | 58. Washington County |
| 27. Madison County | 59. Wayne County |
| 28. Monroe County | 60. Westchester County |
| 29. Montgomery County | 61. Wyoming County |
| 30. Nassau County | 62. Yates County |
| 31. New York County (Manhattan) | |
| 32. Niagara County | |

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-All	7	2, 5	<input type="checkbox"/>
Carpenter-Building	276B-Cat	15	5	<input type="checkbox"/>
Carpenter - Building	276-B-DW-LIV	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Building	276B-Gen	19, 32, 37	61	<input type="checkbox"/>
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-All	2, 5, 7		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Erie	15		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		<input type="checkbox"/>
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		<input type="checkbox"/>
Carpenter-Residential	276R-All	7	2, 5	<input type="checkbox"/>
Carpenter - Building	277B-Bro	4, 54		<input type="checkbox"/>
Carpenter - Building	277B-CAY	6, 50, 62		<input type="checkbox"/>
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	<input type="checkbox"/>
Carpenter - Building	277 JLS	23, 25, 45		<input type="checkbox"/>
Carpenter - Building	277 omh	22, 27, 33		<input type="checkbox"/>
Carpenter - Building	277 On	34		<input type="checkbox"/>
Carpenter - Building	277 Os	38		<input type="checkbox"/>
Carpenter - Building	277CDO Bldg	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		<input type="checkbox"/>
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 49, 50, 51, 54, 55, 62		<input type="checkbox"/>
Carpenter - Heavy/Highway	277 oneida	22, 23, 25, 27, 33, 34, 38, 45		<input type="checkbox"/>
Carpenter - Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		<input type="checkbox"/>
Carpenter - Building	291B-Cli	10, 16, 17		<input type="checkbox"/>
Carpenter - Building	291B-Ham	21, 57, 58		<input type="checkbox"/>
Carpenter - Building	291B-Sar	46		<input type="checkbox"/>
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Electrician	25m	30, 52		<input type="checkbox"/>
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	<input type="checkbox"/>
Electrician	910	10, 16, 17, 23, 25, 45		<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	30, 41, 52		<input type="checkbox"/>
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249a West	60		<input type="checkbox"/>
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		<input type="checkbox"/>
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		<input type="checkbox"/>
Electrical Lineman	1249aWestLT	60		<input type="checkbox"/>
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	<input type="checkbox"/>
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		<input type="checkbox"/>
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	<input type="checkbox"/>
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		<input type="checkbox"/>
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		<input type="checkbox"/>
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		<input type="checkbox"/>
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		<input type="checkbox"/>
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		<input type="checkbox"/>
Laborers - Building	322-2H	17, 23, 25, 45		<input type="checkbox"/>
Laborers - Building	785(7)	4	9, 13, 54	<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	<input type="checkbox"/>
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		<input type="checkbox"/>
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	<input type="checkbox"/>
Laborers Heavy & Highway	785(7)	4	9, 13, 54	<input type="checkbox"/>
Laborer - Heavy & Highway	785HH-CS	8, 51	49	<input type="checkbox"/>
Laborer - Building	621b	2, 7	5	<input type="checkbox"/>
Laborer - Residential	621r	2, 7	5	<input type="checkbox"/>
Mason-Building	3b-Co-Z2	8, 49, 51	2	<input type="checkbox"/>
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		<input type="checkbox"/>
Mason-Building	3B-lth-Z2	12, 55		<input type="checkbox"/>
Mason-Building	3B-Jam-Z2	7	2, 5	<input type="checkbox"/>
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Building	3B-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Building-Residential	3B-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		<input type="checkbox"/>

Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

*** Do not write in any additional Classifications or Counties***

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	<input type="checkbox"/>
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	<input type="checkbox"/>
Painter	150	28, 59, 62	26, 35	<input type="checkbox"/>
Painter	178 B	4, 9, 54		<input type="checkbox"/>
Painter	178 E	8, 49	51	<input type="checkbox"/>
Painter	178 I	12, 55		<input type="checkbox"/>
Painter	178 O	13, 39		<input type="checkbox"/>
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	<input type="checkbox"/>
Painter	38.O		38	<input type="checkbox"/>
Painter	38.W	23, 45	25	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	<input type="checkbox"/>
Painter	4-Jamestown		5, 7	<input type="checkbox"/>
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		<input type="checkbox"/>
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	<input type="checkbox"/>
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	<input type="checkbox"/>
Teamsters-Building/Heavy&Highway	456	40, 60		<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Delaware County General Construction

Boilermaker

07/01/2014

JOB DESCRIPTION Boilermaker

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES

Per hour

07/01/2014

Boilermaker \$ 31.24

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 23.88*
+ 1.19

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Note: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed, and when Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

Carpenter - Building

07/01/2014

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Chenango, Delaware, Otsego

WAGES

Per hour:

07/01/2014

06/01/2015

Additional

Carpenter	\$ 27.00	\$ 1.71*
Floor Coverer	27.00	1.71*
Carpet Layer	27.00	1.71*
Dry-Wall	27.00	1.71*
Lather	27.00	1.71*
Piledriver	27.25	1.71*
Diver-Wet Day	61.25	
Diver -Dry Day	28.00	1.71*
Diver Tender	28.00	1.71*

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:

- 0' to 80' no additional fee
- 81'to 100' additional \$.50 per foot
- 101'to 150' additional \$0.75 per foot
- 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot

(*)To be allocated at a later date

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.71

OVERTIME PAY

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

Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's base wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked:

1st year term	\$ 10.04
2nd year term	10.04
3rd year term	12.64
4th year term	12.64

2-277 CDO Bldg

Carpenter - Building / Heavy&Highway

07/01/2014

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Wages per hour:

07/01/2014

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface Installer

\$ 28.40

Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour Paid:

07/01/2014

Journeyman \$ 18.43

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour paid:

07/01/2014

Carpenter

1st year term \$ 10.04

2nd year term 10.04

3rd year term 12.64

4th year term 12.64

2-42AtSS

Carpenter - Heavy&Highway

07/01/2014

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Chenango, Delaware, Otsego

WAGES

Per hour

07/01/2014

Carpenter \$ 28.40

Millwright 29.90

Piledriver 28.40

Diver-Wet Day 62.50

Diver-Dry Day 29.40

Diver-Tender 29.40

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.25 per hour.
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- Depth pay for Divers based upon deepest depth on the day of the dive:
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman \$ 20.59

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (2, 17) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.

REGISTERED APPRENTICES

WAGES: One year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental Benefits per hour worked plus paid holidays:

1st year term	\$ 10.04
2nd year term	10.04
3rd year term	12.64
4th year term	12.64

2-277 CDO HH

Electrician

07/01/2014

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

WAGES

Per hour:	07/01/2014	04/01/2015
Electrician Wireman/Technician		

Electrical/Technician Projects under \$ 250,000.00	\$ 37.00	\$ 38.00
Electrical/Technician Projects over \$ 250,000.00	\$ 41.00	\$ 42.00

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

Electrical/Technician Projects under \$ 250,000.00	\$ 43.41	\$ 44.59
Electrical/Technician Projects over \$ 250,000.00	\$ 48.11	\$ 49.28

Shift worked between 12:30am & 8:30am

Electrical/Technician Projects under \$ 250,000.00	\$ 48.63	\$ 49.94
Electrical/Technician Projects over \$ 250,000.00	\$ 53.89	\$ 55.20

On jobs where employees are required to work from bosun chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.

On jobs where employees are required to have CDL, Asbestos License, Welding Certificate, or Cable Splicing shall receive an additional \$1.00 above the journeyman rate.

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2014
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Journeyman	\$ 23.77 plus 6% of wage
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages: (6) 1 year terms at the following percentage of journeyman's wage.*

1st	2nd	3rd	4th	5th	6th
30%	40%	50%	65%	70%	75%

* Denotes average Journeyman Wireman rate of pay of all wage zones.

Supplemental Benefits per hour worked:

	07/01/2014	04/01/2015
1st term	\$ 11.17 plus 6% of wage	\$ 11.37 plus 6% of wage
2nd term	12.67 plus 6% of wage	\$ 12.87 plus 6% of wage
3rd term	14.67 plus 6% of wage	\$ 14.87 plus 6% of wage
4th term	16.67 plus 6% of wage	\$ 16.87 plus 6% of wage
5th & 6th term	19.67 plus 6% of wage	\$ 19.87 plus 6% of wage

11-363/2

Electrician

07/01/2014

JOB DESCRIPTION Electrician

DISTRICT 2

ENTIRE COUNTIES

Broome

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Columbus, New Berlin and Sherburne.

Delaware: Only the Townships of Davenport, Delhi, Deposit, Franklin, Hamden, Masonville, Meredith, Sidney, Tompkins and Walton Townships, and that portion of Colchester and Hancock Townships north of the east branch of the Delaware River.

Otsego: Only the Townships of Butternuts, Hartwick, Laurens, Maryland, Milford, Morris, Oneonta, Otsego, Unadilla and Westford.

Tioga: Only the Townships of Berkshire, Newark Valley, Owego, Richford and Tioga.

WAGES

Per hour:	07/01/2014	06/01/2015	06/01/2016
		Additional	Additional
Electrician	\$ 31.50	\$ 1.25*	\$ 1.25*
Cable Splicer	35.25	1.25*	1.25*

Additional \$ 0.50 per hour when required to work underground, such as in tunnels for roads, railroads, or water.

Additional \$ 0.50 per hour when required to work at a height of 40 feet above the ground or roof level.

*To be allocated at a later date.

IRREGULAR WORK SHIFT(s):

When an irregular work shift or multiple shifts lasting of at least five (5) days duration that are mandated by the contracting agency, the following hourly rates apply:

Between the hours of 8:00AM and 4:30PM	No premium
Between the hours of 4:30PM and 1:00AM	17.3% premium
Between the hours of 12:30AM and 9:00AM	31.4% premium

Following NOTES apply to shift work only:

The starting hours of the shift may be adjusted up to two (2) hours. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one-half times the "shift" hourly rate. Double the straight time rate shall be the maximum compensation for any hour worked.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 22.70 plus 3% of wage
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OVERTIME PAY

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

*Double time after 8 hours on Saturday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *8, 16) on HOLIDAY PAGE

When a dated holiday falls on a Saturday it shall be celebrated on Friday. When a dated holiday falls on a Sunday, it shall be celebrated on Monday.

*Good Friday may be celebrated the following Monday by mutual agreement of Employer and Employees.

REGISTERED APPRENTICES

WAGES: Terms at the following percentages of Journeyman's wage.

1st 0-2000 Hrs 40%	2nd 2000-3500 Hhrs 45%	3rd 35000-5000 Hrs 55%	4th 5000-6500 Hrs 65%	5th 6500-8000 Hrs 75%
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SUPPLEMENTAL BENEFITS per hour worked:

1st term	\$8.25 plus 3% of hourly wage
2nd term	\$18.03 plus 3% of hourly wage
3rd term	\$18.88 plus 3% of hourly wage
4th term	\$19.73 plus 3% of hourly wage
5th term	\$20.58 plus 3% of hourly wage

2-325

Elevator Constructor

07/01/2014

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Rockland: Only the Township of Stony Point.

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

WAGES

Per Hour	07/01/2014	01/01/2015
Mechanic	\$ 51.55	\$ 52.51
Helper	70% of Mechanic Wage Rate	

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked	07/01/2014	01/01/2015
Journeyman/Helper	\$ 26.785*	\$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service

(*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

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

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-138

Elevator Constructor**07/01/2014**

JOB DESCRIPTION Elevator Constructor**DISTRICT 6****ENTIRE COUNTIES**

Broome, Cayuga, Chenango, Cortland, Franklin, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

WAGES

Per hour:	07/01/2014	01/01/2015	01/01/2016
Elevator Constructor	\$ 41.40	\$ 42.03	\$ 42.87
Helper	28.98	29.42	30.00

**** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, except work on general repairs and modernization.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 26.785*	\$ 28.385*	\$ 29.985*
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*Note - add 6% of regular hourly rate for all hours worked

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

REGISTERED APPRENTICES

WAGES: 850 hour terms at the following percentage of Journeyman's wage.

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

SUPPLEMENTAL BENEFITS:

1st term: None

2nd thru 8th term: Same as Journeyman.

6-62.1

Glazier**07/01/2014**

JOB DESCRIPTION Glazier**DISTRICT 5****ENTIRE COUNTIES**

Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour	07/01/2014	05/01/2015 Additional	05/01/2016 Additional
Glazier	\$ 24.00	\$ 1.50*	\$ 1.80*

*To be allocated at a later date.

A premium will be paid on all swing work, outside belt work, open steel (free fall) work of twenty-five (25) feet or more above the floor or ground level. The premium rate of pay, in addition to the regular hourly rate shall be fifty (\$0.50) cents per hour. Overtime will be paid at the premium rate.

**** IMPORTANT NOTICE ****

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE-In order to use '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.50

OVERTIME PAY

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

*Double time after 8 hours on Saturday.

**Note: Emergency work on Sunday is 1 1/2 times the straight time rate.

HOLIDAY

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

REGISTERED APPRENTICES

1000 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%	90%

Supplemental Benefits per hour worked:

1st & 2nd terms	\$ 6.20
3rd & 4th terms	6.32
5th & 6th terms	6.46
7th & 8th terms	6.59

5-677z3

Insulator - Heat & Frost

07/01/2014

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 1

ENTIRE COUNTIES

Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2014	05/01/2015 Additional
Asbestos Worker*	\$ 31.56	\$ 1.50**
Insulator*	31.56	1.50**
Firestopping Worker*	26.83	1.50**

(*)On Mechanical Systems only.

(**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 20.03

OVERTIME PAY

See (*B1, **Q) on OVERTIME PAGE

*B1=Double time begins after 10 hours on Saturday

**Q=Triple time on Labor Day if worked.

HOLIDAY

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

When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES

Wages per hour

one year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th
60 %	70 %	80 %	90 %

Supplemental Benefits per hour worked:

Apprentices \$ 20.03

1-40

Ironworker**07/01/2014**

JOB DESCRIPTION Ironworker

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

Per hour 07/01/2014

Ornamental	\$ 29.05
Reinforcing	29.05
Rodman	29.05
Structural & Precast	29.05
Mover/Rigger	29.05
Fence Erector	29.05
Stone Derrickman	29.05
Sheeter	29.30
Curtain Wall Installer	29.05
Metal Window Installer	29.05

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 25.06

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

07/01/2014

1st year	\$ 16.00
2nd year	18.00
3rd year	20.00
4th year	22.00

Supplemental Benefits per hour worked

1st year	\$ 10.00
2nd year	19.38
3rd year	20.72
4th year	22.06

1-12

Laborer - Building**07/01/2014**

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

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

Greene: Only the Township of Catskill.

WAGES

GENERAL LABORER: Flag person, portable generator tender, portable pump tender, pitman and dumpman, temporary heat tender, traffic control, air chipping hammer, acoustic pump, mixer, concrete laborer, demolition, excavation, gunite, general cleanup, grading, backfilling, landscaping, mason tender, jackhammer, pavement breaker, tampers, walk behind roller, pressure blasting, signalperson, buggies, wrecking, asphalt, blaster, chain saw, chipping machine, corrugate pipe, cleaning machine, cutting torch, discharge pipe, drill chuck tender, explosive handler, hydraulic splitter, mega mixer, power brush cutter, pump crete machine, rip rap, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, assembling and placing of gabion baskets.

PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

	07/01/2014	06/01/2015
General	\$ 31.95	\$ 32.65
Premium	36.50	37.20

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage and benefits are required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 24.25	\$ 25.35
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time after the eighth hour on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates.

	07/01/2014	06/01/2015
1st term	\$ 17.57	\$ 17.95
2nd term	20.77	21.22
3rd term	23.96	24.49
4th term	27.16	27.75

Supplemental Benefits per hour worked:

Apprentices	\$ 18.35	\$ 19.40
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11-17.BA

Laborer - Building

07/01/2014

JOB DESCRIPTION Laborer - Building

DISTRICT 2

ENTIRE COUNTIES

Broome

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

Tioga: Entire County except the Townships of Candor and Spencer.

WAGES

Per hour:

GROUP #1: Basic Laborer - excavation, mason tending, concrete vibrator, power-driven buggy, demolition (including actylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators

GROUP #3: Blaster, Rock Drill (compressor driven)

GROUP #4: Asbestos, Toxic Waste, Lead and Mold Remediation

	07/01/2014	07/01/2015 Additional	07/01/2016 Additional
GROUP #1	\$ 21.50	\$ 1.30*	\$ 1.30*
GROUP #2	22.00	1.30*	1.30*
GROUP #3	23.00	1.30*	1.30*
GROUP #4	23.00	1.30*	1.30*

IMPORTANT NOTE: Operation of equipment (i.e. forklift, skid steer) is the work of the Operating Engineers, please see appropriate rates.

*To be allocated at a later date.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman: \$ 15.90

OVERTIME PAY

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

*If working four (4) ten (10) hour days the make up day will be on Friday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a Holiday falls on Sunday it shall be observed on the following Monday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percent of Journeyman's wage

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

1st Term	\$ 9.88
2nd Term	11.09
3rd Term	12.29
4th Term	13.50

2-785 (7)

Laborer - Heavy&Highway

07/01/2014

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

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

Greene: Only the Township of Catskill.

WAGES

CLASS 1: Flagperson, gateperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, gunnite nozzle, nozzle men on mulching & seeding machines all seeding & sod laying, landscape work, walk behind self-prop, powers saws, grinder, groover, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy & pumpcrete ops. fireproof sprayer, plaster & acoustic pumps, ** (asbestos, toxic, lead or hazardous materials when protective clothing & equipment is not required), power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole and catch basin on inlet building, mortar mixer, laser men.

*Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto remediation, lead or hazardous materials abatement when protective clothing and equipment are required, blaster, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Blaster, all laborers involved in pipejacking, and boring operations, asphalt screedman.

WAGES:(per hour)

07/01/2014

CLASS 1	\$ 30.05
CLASS 2	\$ 34.55
CLASS 3	\$ 38.55
CLASS 4	\$ 42.45

*NOTE: Micropaving and crack sealing laborers shall receive \$2.50 per hour over the CLASS 2 rate.

**NOTE: Asbestos, toxic, lead or hazardous materials when protective clothing & equipment is not required shall receive \$ 2.00 per hour over the CLASS 2 rate.

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage on straight time pay.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 23.70
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SHIFT DIFFERENTIAL: \$ 26.35 for irregular or off shift work

OVERTIME PAY

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

HOLIDAY

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

Overtime: See (*1) on HOLIDAY PAGE

*Note: If Saturday Holiday is worked code S applies.

REGISTERED APPRENTICES

(1)year 1000 hour terms at the following wage rates.

1st term	\$ 17.57
2nd term	\$ 20.77
3rd term	\$ 23.96
4th term	\$ 27.16

Supplemental Benefits per hour paid:

Apprentices	\$ 18.90
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11-17.1H/H

Laborer - Heavy&Highway

07/01/2014

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

Tioga: Entire County except the Townships of Candor and Spencer.

WAGES

Per hour:

GROUP A: Basic, Drill Helper on drilling equipment listed below in Group C, Flagman, Outboard and Hand Boats.

GROUP B: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootmen, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steel Mesh, Small Generators for Laborers Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operators (1-1/2" & Single Diaphragm), Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters (slab steel forms on highways, roads, streets & airport runways), Stone or Granite Curb Setters.

GROUP E: Hazardous Waste defined as when an employee performs hazardous waste removal, lead abatement and removal, asbestos abatement and removal work on State and/or Federally designated waste site, and were relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

	07/01/2014	07/01/2015 Additional
GROUP A	\$ 25.96	\$ 1.30*
GROUP B	26.16	1.30*
GROUP C	26.36	1.30*
GROUP D	26.56	1.30*
GROUP E	27.96	1.30*

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$1.75 per hour.

IMPORTANT NOTE: Operation of equipment (i.e. forklift, skid steer) is the work of the Operating Engineers, please see appropriate rates.

*To be allocated at a later date.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If Holiday falls on Sunday, it will be celebrated on Monday. If the Holiday falls on Saturday, it will be celebrated on Saturday.

REGISTERED APPRENTICES

Wages: 1000 hour terms at the following percent of Journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

1st term	\$ 14.83
2nd term	15.54
3rd term	16.24
4th term	16.95

2-785 (7)

Laborer - Tunnel

07/01/2014

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Otsego, Sullivan, Ulster

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Columbia: Townships of Ancram, Claverack, Claremont, Copake, Galatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

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

Greene: Township of Catskill

WAGES

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

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

Class 4: Safety miners

WAGES: (per hour)

07/01/2014

Class 1 \$43.00

Class 2 \$45.00

Class 4 \$51.00

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

SHIFT DIFFERENTIAL: 2nd and 3rd shift or an irregular shift shall be paid at time and one half the regular rate Monday through Friday.

Saturday shall be paid at 1.65 times the regular rate.

Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 24.75 on straight hours

\$ 37.13 on shift work, overtime, irregular work, Saturday, Sunday and Holiday hours.

OVERTIME PAY

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

HOLIDAY

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

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

* Double rate and benefits if worked

11-17Tun

Laborer - Tunnel

07/01/2014

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 2

ENTIRE COUNTIES

Broome

PARTIAL COUNTIES

Chenango: Entire County except the Townships of Sherburne, Columbus, and New Berlin.

Delaware: Only the Townships of Sidney, Masonville, Walton, Tompkins, Deposit, Hancock and Colchester.

Tioga: Entire County except the Townships of Candor and Spencer.

WAGES

Per hour:

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, All Shaft work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Man, Shield Driven Tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous waste removal work on a State and/or Federally designated waste site where relevant State and/or Federal regulations require employees to use or wear required forms of personal protection.

07/01/2014

07/01/2015

Additional

Additional

Group A \$ 29.14

\$ 1.30*

Group B 29.34

1.30*

Group C 30.64

1.30*

Group D 31.14

1.30*

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 17.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percent of Group B wage

1st	2nd	3rd	4th
60%	70%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked:

1st Term	\$ 5.38
2nd Term	5.38
3rd Term	10.58
4th Term	17.65

2-785T (BCDT)

Lineman Electrician

07/01/2014

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

	07/01/2014	05/04/2015	05/02/2016
Lineman, Technician	\$ 45.51	\$ 46.90	Additional \$ 2.50*
Crane, Crawler Backhoe	45.51	46.90	2.50*
Welder, Cable Splicer	45.51	46.90	2.50*
Digging Machine Operator	40.96	42.21	2.50*
Tractor Trailer Driver	38.68	39.87	2.50*
Groundman, Truck Driver	36.41	37.52	2.50*
Mechanic 1st Class	36.41	37.52	2.50*
Flagman	27.31	28.14	2.50*

* To be allocated at a later date.

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

			Additional
Lineman, Technician	\$ 45.51	\$ 46.90	\$ 2.50*
Crane, Crawler Backhoe	45.51	46.90	2.50*
Cable Splicer-Pipe Type Cable	50.06	51.59	2.50*
Cert. Welder-Pipe Type Cable	47.79	49.25	2.50*
Digging Machine Operator	40.96	42.21	2.50*
Tractor Trailer Driver	38.68	39.87	2.50*

Mechanic 1st Class	36.41	37.52	2.50*
Groundman, Truck Driver	36.41	37.52	2.50*
Flagman	27.31	28.14	2.50*

* To be allocated at a later date.

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

			Additional
Lineman, Technician, Welder	\$ 46.80	\$ 48.20	\$ 2.50*
Crane, Crawler Backhoe	46.80	48.20	2.50*
Digging Machine Operator	42.12	43.38	2.50*
Tractor Trailer Driver	39.78	40.97	2.50*
Groundman, Truck Driver	37.44	38.56	2.50*
Mechanic 1st Class	37.44	38.56	2.50*
Flagman	28.08	28.92	2.50*
Cert. Welder-Pipe Type Cable	49.14	50.61	2.50*
Cable Splicer-Pipe Type Cable	51.48	53.02	2.50*

* To be allocated at a later date.

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

			Additional
Lineman, Technician, Welder	\$ 48.02	\$ 49.41	\$ 2.50*
Crane, Crawler Backhoe	48.02	49.41	2.50*
Cable Splicer	48.02	49.41	2.50*
Digging Machine Operator	43.22	44.47	2.50*
Tractor Trailer Driver	40.82	42.00	2.50*
Groundman, Truck Driver	38.42	39.53	2.50*
Mechanic 1st Class	38.42	39.53	2.50*
Flagman	28.81	29.65	2.50*

* To be allocated at a later date.

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

** IMPORTANT NOTICE **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

\$ 19.75	\$ 20.50
*plus 7% of hourly wage	*plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

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

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

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

HOLIDAY

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

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

07/01/2014

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR OUTSIDE WORK.

07/01/2014

Cable Splicer	\$ 29.12
Installer, Repairman	27.64
Teledata Lineman	27.64
Technician, Equipment Operator	27.64
Groundman	14.66

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.43
*plus 3% of
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

07/01/2014

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Lineman/Technician shall perform all overhead aerial work and make all electrical connections.

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

A flagger's duties shall consist of traffic control only.

(Ref #14.01.01)

Per hour:

	07/01/2014	05/04/2015	05/02/2016
			Additional
Lineman, Technician	\$ 40.12	\$ 41.04	\$ 2.00*
Crane, Crawler Backhoe	40.12	41.04	2.00*
Certified Welder	42.13	43.09	2.00*
Digging Machine	36.11	36.94	2.00*
Tractor Trailer Driver	34.10	34.88	2.00*
Groundman, Truck Driver	32.10	32.83	2.00*
Mechanic 1st Class	32.10	32.83	2.00*
Flagman	24.07	24.62	2.00*

* To be allocated at a later date.

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

** IMPORTANT NOTICE **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

All classifications	\$ 19.75	\$ 20.50
	*plus 7.0% of hourly wage	*plus 7.0% of hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 24.07	\$ 26.08	\$ 28.08	\$ 30.09	\$ 32.10	\$ 34.10	\$ 36.11

SUPPLEMENTAL BENEFITS: Same as Journeyman

Lineman Electrician - Tree Trimmer

07/01/2014

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

07/01/2014

Tree Trimmer	\$ 22.41
Equipment Operator	19.77
Equipment Mechanic	19.77
Truck Driver	16.71
Groundman	13.71
Flag person	9.76

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

\$ 8.72
*plus 3% of
hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

All paid holidays falling on a Saturday shall be observed on the preceding Friday

All paid holidays falling on a Friday shall be observed on the following Monday

6-1249TT

Mason - Building

07/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Broome, Chenango, Delaware, Otsego, Tioga

WAGES

Per hour:	07/01/2014	07/01/2015	07/01/2016
Building:		Additional	Additional
Bricklayer	\$ 28.73	\$ 1.45	\$ 1.47
Cement Mason	28.73	1.45	1.47
Plasterer	28.73	1.45	1.47
Stone Mason	28.73	1.45	1.47
Tuck pointer	28.73	1.45	1.47

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$18.30

OVERTIME PAY

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

*Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

(1) year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
55%	70%	80%	90%

Supplemental benefits per hour worked:

All terms \$18.30

5-3B - Bing - Z2

Mason - Heavy&Highway

07/01/2014

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

PARTIAL COUNTIES

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.
Erie: Only the Bricklayer classification applies.
Niagara: Only the Bricklayer classification applies.

WAGES

Per hour:	07/01/2014	07/01/2015 Additional	07/01/2016 Additional
Cement Mason	\$29.60	\$1.26	\$1.38
Bricklayer	29.60	1.26	1.38

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 18.53

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
50%	60%	70%	80%

Supplemental benefits per hour worked:

1st term	\$ 10.53
2nd - 4th term	18.53

5-3h

Mason - Tile Finisher**07/01/2014**

JOB DESCRIPTION Mason - Tile Finisher**DISTRICT 5****ENTIRE COUNTIES**

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour

Building: 07/01/2014

Tile Finisher \$ 25.25

Marble, Slate, Terrazzo and Tile

Mason finisher 25.25

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked: \$ 14.51

OVERTIME PAY

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

*Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st and 2nd term 1200 hours and 3rd term 1300 hours at the following percentage of rate.

1st	2nd	3rd
55%	60%	80%

Supplemental Benefits

1st	2nd	3rd
\$ 9.79	\$9.85	\$12.98

5-3TF - Z2

Mason - Tile Setter**07/01/2014**

JOB DESCRIPTION Mason - Tile Setter**DISTRICT 5****ENTIRE COUNTIES**

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

PARTIAL COUNTIES

Cattaraugus: With the exception of the Township of Perrysburg and the Village of Gowanda.

WAGES

Per hour: 07/01/2014 07/01/2015 07/01/2016

Additional

Additional

Tile Setter: \$ 28.64 \$ 1.45 \$ 1.47

Marble, Slate, Terrazzo and Tile

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked: \$16.04

OVERTIME PAY

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

*Or other conditions beyond the employer's control such as fire or natural disaster.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeymen's rate.

Terms	1st	2nd	3rd	4th
	55%	70%	80%	90%

Supplemental Benefits per hour worked:

Terms	1st	2nd	3rd	4th
	\$ 10.17	\$ 10.30	\$ 15.86	\$ 15.95

5-3TS - Z2

Millwright

07/01/2014

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

Albany, Chenango, Delaware, Fulton, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie

WAGES

Per hour: 07/01/2014

Millwright \$ 29.00

Note: WELDER/HAZMAT - A Certified Welder shall receive \$ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding. If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that Employee shall receive a \$ 1.25 premium per hour.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 18.89

OVERTIME PAY

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

*Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of journeyman's rate.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hours worked:

Apprentices:	
1st term	\$ 8.45
2nd term	15.76
3rd term	16.80
4th term	17.85

2-1163b

Operating Engineer - Building / Heavy&Highway

07/01/2014

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A: Autograde-Combn. Subgrader, Base Material Spreader and Base Trimme (CMI and Similar Types), Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types), Autograde Slipform Paver (CMI & Similar Types), Backhoe, Central Power Plants (all types), Chief of Party, Concrete Paving Machines, Cranes (all types, incl. Overhead & Straddle Traveling Type), Cranes-Gantry, Derricks (Land or Floating), Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill, Draglines, Elevator Graders, Excavator, Front End Loaders (5 yds. and over), Gradalls, Grader-Rago, Helicopters (Co-Pilot), Helicopters (Communications Engineer), Locomotive (Large), Mucking Machines, Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram, Piledriver (length of boom including lead length shall determine premium rate applicable), Roadway Surface Grinder, Prentice Truck, Scooper (Loader and Shovel), Shovels, Tree Chopper with Boom and Trench Machines.

CLASS B: "A" Frame, Backhoe (Combination), Boom Attachment on Loaders (Rate based on size Bucket-not applicable to pipehook), Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder, Bulldozer(all), Cableways, Carryalls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors (125 ft. and over), Drill Doctor (duties incl. Dust Collector Maintenance), Front End Loaders (2 yds. but less than 5 yds.), Graders (all), Groove Cutting Machine (Ride on Type), Heater Planer, Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Rood, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist," Hoists (Chicago Boom Type), Hydraulic Cranes-10 tons and under, Hydro-Axe, Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Log Skidder, Pans, Pavers (all) concrete, Pumpcrete Machines, Squeeze-crete & Concrete Pumping (regardless of size), Scrapers, Side Booms, "Straddle" Carrier-Ross and similar types, Winch Trucks (Hoisting), Vacuum Truck, Whip Hammer.

CLASS C: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreaders, Autograde Tube Finisher and Texturing Machine (CMI & Similar types), Autograde curecrete machine (CMI & Similar Types), Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types), Bar Bending Machines(Power), Batchers, Batching Plant and Crusher on Site, Belt Conveyor Systems, Boom Type Skimmer Machines, Bridge Deck Finisher, Car Dumpers (Railroad), Compressor and Blower Type Units (used indepen-dently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials), Compressors (2 or 3 in Battery), Concrete Breaking Machines, Concrete Finishing Machines, Concrete Saws and Cutters (Ride-on type) Concrete Spreaders (Hetzl, Rexomatic and Similar Types), Concrete Vibrators, Conveyors (under 125 feet), Crushing Machines, Directional Boring Machines, Ditching Machine-small (Ditch-witch, Vermeer, or Similar type), Dope Dots (Mechanical with or without pump), Dumpsters, Elevator, Fireman, ForkLifts (Economobile, Lull and Similar Types of Equipment), Front End Loaders (1 yd. and over but under 2 yds.), Generators (2 or 3 in Battery), Giraffe Grinders, Gunnite Machines (excluding nozzle), Hammer Vibrator (in conjunction with Generator), Heavy Equipment Robotics Operator Technician, Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars), Hoppers, Hopper Doors (power operated), Hydro Blaster, Hydralic Jacking Trailer, Ladders (motorized), Laddervator, Locomotive-dinky type, Maintenance -Utility Man, Mechanics, Mixers (Excepting Paving Mixers), Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit), Pavement Breaker-truck mounted, Pipe Bending Machine (Power), Pitch Pump, Plaster Pump (regardless of size), Post Hole Digger (Post Pounder & Auger), Rod Bending Machines (Power), Roller-Black Top, Scales (Power), Seaman pulverizing mixer, Shoulder widener, Silos, Skidsteer (all attachments), Skimmer Machines (boom-type), Steel Cutting Machine (service & maintain), Tractor, Tug Captain, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine, Vibrating Plants (used inconjunction with unloading), Welder and Repair Mechanics.

CLASS D: Brooms and Sweepers, Chippers, Compressor (single), Concrete Spreaders (small type), Conveyor Loaders (not including Elevator Graders), Engines-large diesel (1620 HP) and Staging Pump, Farm Tractors, Fertilizing Equipment (Operation & Maint. of), Fine Grade Machine (small type), Form Line Graders (small type), Front End Loader (under 1 yard), Generator (single), Grease, Gas, Fuel and Oil supply trucks, Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units), Lights, Portable Generating Light Plants, Mixers (Concrete, small), Mulching Equipment (Operation and Maintenance of), Pumps (4 inch.suction & over incl. submersible pumps), Pumps (2 inch or less than four (4) inches such incl. submersible pumps), Pumps (Diesel Engine and Hydraulic-immateral of power, Road Finishing Machines (small type), Rollers-grade, fill or stone base, Seeding Equip. (Operation and Maintenance of), Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite), Steam Jennies and Boilers-irrespective of use, Stone Spreader, Tamping Machines Machines, Vibrating Ride-on, Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units), Water & Sprinkler Trucks (used on or in conjunction with jobsite), Welding Machines (Gas, Diesel, and/or Elec-tric Converters of any type, single, two, or three in a battery), Wellpoint Systems (including installation by Bull Gang and Maintenance of).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics' Helper, Tire Repair and Maintenance, Transit/Instrument Man.

WAGES:(per hour)

	07/01/2014	01/01/2015
Class A	\$ 45.07	Plus \$ 1.15 to be allocated
Class B	43.48	
Class C	41.57	
Class D	39.94	
Class E	38.23	
Helicopter:		
Pilot/Engineer	46.89	
Lead/Safety Engineer	45.81	
Surveying:		
Chief of Party	45.07	

Transit/Instrument Man	38.23
Rod/Chainman	35.65

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

In addition to the rates listed above, Operating Engineers on Cranes 100 ton or more and Tower Cranes shall receive the following increases:

\$.75	July 1, 2014
\$.75	January 1 2015

On machines with booms (including jib) of 100 to 139' an additional \$1.00 per hour. On machines with booms (including jib) of 140' and over an additional \$2.00 per hour. Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 29.33
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SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

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

HOLIDAY

Paid:	See (5, 6, 10, 15) on HOLIDAY PAGE
Overtime:	See (5, 6, 10, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour paid:

Apprentices	\$ 29.33
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11-825

Operating Engineer - Marine Construction

07/01/2014

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

DREDGING OPERATIONS	07/01/2014	10/01/2014
CLASS A		
Operator, Leverman,	\$ 34.73	\$ 35.63
Lead Dredgeman		

CLASS A1

Dozer,Front Loader
Operator

To conform to Operating Engineer
Prevailing Wage in locality where work
is being performed including benefits.

CLASS B

Spider/Spill Barge Operator,
Tug Operator(over1000hp),
OperatorII, Fill Placer,
Derrick Operator, Engineer,
Chief Mate, Electrician,
Chief Welder,
Maintenance Engineer

\$ 30.05	\$ 30.81
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Certified Welder, Boat Operator(licensed)	\$ 28.30	\$ 29.01
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CLASS C
Drag Barge Operator, \$ 27.54 \$ 28.22
Steward, Mate,
Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 26.55 \$ 27.30

CLASS D
Shoreman, Deckhand, \$ 22.17 \$ 22.68
Rodman, Scowman, Cook,
Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2014 \$ 9.42 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2014 \$ 9.99 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 9.12 plus 8% of straight time wage, Overtime hours add \$ 0.48	\$ 9.69 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$ 8.82 plus 8% of straight time wage, Overtime hours add \$ 0.33	\$ 9.39 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

Operating Engineer - Steel Erectors

07/01/2014

JOB DESCRIPTION Operating Engineer - Steel Erectors

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS AA: Cranes (all cranes land or floating with booms including jib, 140 ft. and over above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. and over, above ground), Helicopters (Co-Pilot), Helicopters (Communications Engineer)

CLASS A: Cranes (all cranes, land or floating with booms including jib , 140 feet above ground), Derricks (all derricks, land, floating or Chicago Boom type with booms including jib, 140 ft. above ground).

CLASS B: "A" Frame, Cherry Pickers(10 tons and under), Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Rood, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type), Side Booms, Straddle Carrier, Vacuum Truck.

CLASS C: Aerial Platform used as Hoist, Compressors (2 or 3 in Battery), Directional Boring Machines, Elevator or House Cars,Conveyers and Tugger Hoists, Fireman, ForkLifts, Generators (2 or 3 in Battery), Maintenance -Utility Man, Rod Bending Machines (Power), Tug Master, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine, Welding Machines(gas or electric,2 or 3 in batter, including diesels), Transfer Machine.

CLASS D: Compressor (single), Welding Machines (Gas, Diesel, and/or Electric Converters of any type), Welding System Multiple (Rectifier Transformer type).

CLASS E: Assistant Engineer/Oiler, Maintenance Apprentice (Deck Hand), Maintenance Apprentice (Oiler), Mechanics' Helper, Transit/Instrument Man.

WAGES:(per hour)

	07/01/2014	01/01/2015
Class AA	\$ 49.09	Plus \$ 1.15 to be allocated
Class A	47.43	
Class B	44.64	
Class C	41.98	
Class D	40.45	
Class E	38.69	
Helicopter: Pilot/Engineer	48.70	
Lead/Safety Engineer	46.26	
Surveying: Chief of Party	45.40	
Transit/Instrument man	38.69	
Rod/Chainman	35.65	

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

In addition to the rates listed above, Operating Engineers on Cranes 100 ton or more and Tower Cranes shall receive the following increases:

\$.75 July 1 2014
\$.75 January 1 2015

On machines with booms (including jib) of 100 to 139' an additional \$ 1.00 per hour. On machines with booms (including jib) of 140' and over an additional \$ 2.00 per hour.

Additional 20% per hour for DEC or EPA certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$29.33

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 10, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 15) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th
60%	70%	80%	90%

Supplemental Benefits per hour paid:

Apprentices \$ 29.33

11-825SE

Painter

07/01/2014

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES

Per hour: 07/01/2014 05/01/2015 05/01/2016

		Additional	Additional
Bridge*	\$ 38.00	\$ 2.25	\$ 2.25
Tunnel*	38.00	2.25	2.25
Tank*	36.00	2.25	2.25

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.

Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

* Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 23.15

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

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

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 3.17
3rd & 4th terms	5.17
5th & 6th terms	6.17

3-4-Bridge, Tunnel, Tank

Painter	07/01/2014
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JOB DESCRIPTION Painter

DISTRICT 2

ENTIRE COUNTIES

Delaware, Otsego

WAGES

Per hour:

	07/01/2014	05/01/2015 Additional	05/01/2016 Additional
Brush, Roller, Taper	\$ 25.40	\$ 0.65*	\$ 0.65*
Epoxy Brush & Roller	25.65	0.65*	0.65*
Swing Scaffold, Boatswain Chair, Spray Helper, Sandblasting, Steam Cleaning, Acid and High Pressure Water, Paper & Vinyl Hangers, Power Grinders with Respirator, Structural Steel (buildings), Spray Work	25.90	0.65*	0.65*
Spray Work/Steeple Jack (over 100 ft.)	26.40	0.65*	0.65*
Spray Epoxy	26.65	0.65*	0.65*

NOTE - See Bridge Painter rates for bridges & tanks

* To be allocated at a later date.

** IMPORTANT NOTICE - EFFECTIVE 04/01/2009 **

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 17.03

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

A Holiday that falls on a Sunday will be celebrated on Monday, a holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES: 750 hour terms at the following percentage of Journeyman's Brush-Roller wage.

1A	1B	2A	2B	3A	3B	4A	4B
50%	55%	60%	65%	70%	75%	80%	90%

GRANDFATHERED APPRENTICES: Apprentices already indentured as of 05/01/2012

Term	3A	3B	4A	4B
Hours	4000-5001	5001-6000	6001-7000	7001-8000
Wages	70%	75%	80%	90%

SUPPLEMENTAL BENEFITS per hour worked for all apprentices:

Terms 1A, 1B, 2A, 2B	\$ 5.09
Terms 3A, 3B	5.73
Terms 4A, 4B	6.23

2-178 O

Painter - Metal Polisher

07/01/2014

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2014

Metal Polisher	\$ 27.15
Metal Polisher**	28.24
Metal Polisher***	30.65

**Note: Applies on New Construction & complete renovation

*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2014

Journeyworker:

All classification \$ 13.61

OVERTIME PAY

See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

1st	2nd	3rd
\$11.00	\$12.50	\$15.50

Supplemental benefits:

Per hour paid:

1st	2nd	3rd
\$ 9.94	\$10.31	\$10.51

8-8A/28A-MP

Plumber**07/01/2014**

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

(per hour)

07/01/2014

Plumber &
Steamfitter

\$ 46.24

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 26.34 per hour paid
+ 2.73 per hour worked**

**Not Subject to Overtime

OVERTIME PAY

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

* Note: Time & 1/2 for 1st. 8 on Sat.- all additional hours double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1)year terms at the following rates.

1st year	\$ 17.46
2nd year	24.31
3rd year	28.24
4th year	34.00
5th year	39.32

Supplemental Benefits per hour:

Apprentices

1st year \$ 11.44 per hour paid
+ 1.16 per hour worked

2nd year 14.56 per hour paid
+ 1.30 per hour worked

3rd year 16.80 per hour paid
+ 1.60 per hour worked

4th year 18.72 per hour paid

+ 2.36 per hour worked

5th year 20.62 per hour paid
+ 2.36 per hour worked

8-21.2-SF

Plumber

07/01/2014

JOB DESCRIPTION Plumber

DISTRICT 2

ENTIRE COUNTIES

Broome, Chenango

PARTIAL COUNTIES

Cortland: Only the Township of Marathon.

Delaware: Only the Townships of Andes, Bovina, Colchester, Davenport, Delhi, Deposit, Franklin, Hamden, Hancock, Harpersfield, Kortright, Masonville, Meredith, Sidney, Stamford, Tompkins and Walton.

Madison: Only the Township of Georgetown.

Otsego: Only the Townships of Burlington, Butternuts, Decatur, Edmeston, Hartwick, Laurens, Maryland, Milford, Morris, New Lisbon, Oneonta, Otego, Pittsfield, Unadilla, Westford and Worchester.

Tioga: Only the Townships of Newark Valley and Owego.

WAGES

Per hour:	07/01/2014	05/01/2015 Additional	05/01/2016 Additional	05/01/2017 Additional
Plumber	\$ 31.63	\$ 1.75*	\$ 1.90*	\$ 2.00*
Steamfitter	31.63	1.75*	1.90*	2.00*

Agency-mandated shift operations:

1. Single irregular shiftwork, less than 3 consecutive days will be paid at the rate of time and one-half of the regular hourly rate.

2. 3 consecutive work days or more:

First Shift - No Premium

Second shift - Regular hourly rate plus 12%

Third shift - Regular hourly rate plus 18%

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Journeyman \$ 22.79

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

When a Holiday falls on Sunday, it will be celebrated the following day. If the holiday falls on a Saturday, it will be observed that day.

REGISTERED APPRENTICES

WAGES: One year terms at the following percentage of Journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.
40%	50%	60%	70%	85%

SUPPLEMENTAL BENEFITS per hour worked:

All terms: \$ 18.79

2-112s-SF

Plumber - HVAC / Service

07/01/2014

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2014

HVAC Service \$ 39.70

Jobbing & Alteration*
(Dutchess and
Ulster County Only) \$ 36.25

*Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2014

Journeyworker HVAC Service
\$ 18.09 per hour paid
+ 1.10 per hour worked**

Journeyworker Jobbing Alterations
\$ 21.47 per hour paid
+ 2.73 per hour worked**

** Not subject to overtime

OVERTIME PAY

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

Note: Time and one half for the first eight hours on Saturdays.

Additional hours on Saturday to be paid at double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

HVAC SERVICE

REGISTERED APPRENTICES

(1)year terms at the following wages.

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
07/01/2014	\$ 18.59	\$ 21.71	\$ 27.13	\$ 33.19	\$35.69

Supplemental Benefits per hour worked:

Apprentices 07/01/2014
1st term \$ 15.17 per hour paid
+ 1.10 per hour worked

2nd term \$ 15.66 per hour paid
+ 1.10 per hour worked

3rd term \$ 16.30 per hour paid
+ 1.10 per hour worked

4th term \$ 17.02 per hour paid
+ 1.10 per hour worked

5th term \$ 17.57 per hour paid
+ 1.10 per hour worked

JOBGING & ALTERATIONS

REGISTERED APPRENTICES

(1)year terms at the following wages.

	1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
07/01/2014	\$ 14.61	\$ 19.12	\$ 22.83	\$ 27.67	\$ 30.73

Supplemental Benefits per hour worked:

Apprentices	07/01/2014
1st term	\$ 8.99 per hour paid + 0.50 per hour worked
2nd term	\$ 11.62 per hour paid + 0.93 per hour worked
3rd term	\$ 12.89 per hour paid + 1.05 per hour worked
4th term	\$ 15.80 per hour paid + 1.46 per hour worked
5th term	\$ 16.91 per hour paid + 1.90 per hour worked

8-21.1&2-SF/Re/AC

Roofer	07/01/2014
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JOB DESCRIPTION Roofer

DISTRICT 2

ENTIRE COUNTIES

Broome, Chemung, Delaware, Otsego, Schoharie, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:	07/01/2014	06/01/2015	06/01/2016
		Additional	Additional
Roofer, Waterproofer	\$ 24.04	\$ 0.80*	\$ 0.80*

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.

*To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 14.45
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: Six month terms at the following percentage of Journeyman's wage.

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

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- On days where more than one shift is worked on the job, the hours worked after 4:30 PM and before 6:30 AM will be paid an additional \$1.90 per hour premium.
- Premium of \$0.75 per hour will be paid for the application, rip-off or handling of pitch products. The premium will be paid for pitch that is showing, covered or buried on the roof.

SUPPLEMENTAL BENEFITS per hour:

1st term	\$ 11.75
2nd term	12.09
3rd term	12.43
4th term	12.77
5th term	13.10
6th term	13.78

2-203elmi

Sheetmetal Worker

07/01/2014

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 2

ENTIRE COUNTIES

Allegany, Broome, Chemung, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins

WAGES

Per hour:

	07/01/2014	05/01/2015 Additional	05/01/2016 Additional
Sheetmetal Worker	\$ 27.64	\$ 0.80*	\$ 0.80*
Polyresin Fiberglass	27.74	0.80*	0.80*

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman: \$17.41

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Holidays are observed on the Holiday, not on the day that it is locally observed.

REGISTERED APPRENTICES

WAGES per hour:

Half Year Terms

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2014	\$ 13.83	\$ 13.03	\$ 14.44	\$ 15.85	\$ 17.26	\$ 18.66	\$ 20.07	\$ 22.90

SUPPLEMENTAL BENEFITS per hour worked:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2014	\$ 1.23	\$ 9.80	\$ 15.37	\$ 15.43	\$ 15.49	\$ 15.56	\$ 15.62	\$ 15.74

2-112

Sprinkler Fitter

07/01/2014

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Washington, Wayne, Wyoming, Yates

WAGES

	07/01/2014	01/01/2015	04/01/2015
Per hour			
Sprinkler	\$ 31.04	\$31.04	\$31.66
Fitter			

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 20.87 \$22.02 \$22.02

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 15.52	\$ 15.52	\$ 17.07	\$ 18.62	\$ 20.18	\$ 21.93	\$ 23.28	\$ 24.83	\$ 26.38	\$ 27.94

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.15	\$ 8.15	\$ 14.97	\$ 14.97	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.97	\$ 15.52	\$ 17.07	\$ 18.62	\$ 20.18	\$ 21.73	\$ 23.28	\$ 24.83	\$ 26.38	\$ 27.94

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.56	\$ 8.60	\$ 15.22	\$ 15.26	\$ 15.81	\$ 15.85	\$ 15.90	\$ 15.94	\$ 15.99	\$ 16.03

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.97	\$ 15.52	\$ 17.07	\$ 18.62	\$ 20.18	\$ 21.73	\$ 23.28	\$ 24.83	\$ 26.38	\$ 27.94

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 7.90	\$ 7.90	\$ 14.97	\$ 14.97	\$ 15.22	\$ 15.22	\$ 15.22	\$ 15.22	\$ 15.22	\$ 15.22

1-669

Teamster - Building / Heavy&Highway

07/01/2014

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Broome, Delaware

PARTIAL COUNTIES

Chenango: Only the Townships of Smithville, Greene, Coventry, Oxford, Afton, Bainbridge and Guilford.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Milford, Morris, Oneonta, Otsego, Unadilla and Worchester.

Tioga: Only the Townships of Nichols, Tioga, Candor, Richford, Berkshire, Newark Valley and Owego.

WAGES

Per hour:

GROUP #1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers, Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

GROUP #2: Specialized Earth Moving Equipment-Euclid type or similar off-highway where not self-loading. Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

	07/01/2014	07/01/2015
Group #1	\$ 23.14	\$ 23.64
Group #2	23.34	23.84

NOTE - An additional \$1.50 per hour shall be paid to an employee who performs hazardous waste removal work on a City, County, State and/or Federally designated waste site where employee is required to use or wear personal protective equipment.

SUPPLEMENTAL BENEFITS

Per hour paid:

\$ 18.77	\$ 19.70
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it will be celebrated Monday.

2-693bhh

Welder	07/01/2014
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JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2014

Welder (To be paid the same rate of the mechanic performing the work)

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (A) Time and one half of the hourly rate after 7 hours per day
- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (B) Time and one half of the hourly rate after 8 hours per day
- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (E5) Double time after 8 hours on Saturdays
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, if worked

- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,
Elevator Operators

☐ Moving furniture and
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐

NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>

NYSDOL Bureau of Public Work Debarment List 07/14/2014

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUE BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019

NYSDOL Bureau of Public Work Debarment List 07/14/2014

Article 8

DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****9643	BROOKS BROTHERS PAINTING		200 BUELL ROAD, SUITE C10 ROCHESTER NY 14624	09/24/2013	09/24/2018
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016

NYSDOL Bureau of Public Work Debarment List 07/14/2014

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DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL		CHAUCEY BROOKS	BROOKS BROTHERS PAINTING	200 BUELL ROAD, SUITE C10 ROCHESTER NY 14624	09/24/2013	09/24/2018
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015

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DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019

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DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC		FRANK ACOCCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROAD ROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014

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DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2499	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	*****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014

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DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017

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DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTING CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****4638	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015

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DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	04/16/2019
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLEN FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019

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DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	04/16/2019
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 2222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019

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DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROADDIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQU L ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREETJACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018

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DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELTON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016

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DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	*****1504	VALLEY VIEW LANDSCAPING AND SITE DEVELOPMENT LLC		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WASSIM ISSA		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7 BROOKLYN NY 11229	09/24/2012	09/24/2017

004113 – Bid Form

Name of Bidder: _____

Address of Bidder: _____

Phone Number of Bidder: _____

Company Contact: _____

New York State License Number: _____

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

THE TOWN RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

The Undersigned agrees to complete the Work within the time stated in Section 011000 of the Specifications.

The Undersigned acknowledges his/her understanding of the social policy concerning minority and women business participation in the State building construction program, and pledges to cooperate with the State in the implementation of this policy, and further pledges to exert good faith efforts to achieve participation of minority and female employees.

The Undersigned certifies, as to each of the occupations listed in the Prevailing Rate Schedule applicable to this Project, the ability and willingness to exert good faith efforts to achieve the goal for minority and women workforce participation set forth in the Supplementary Conditions.

The Undersigned certifies the ability and willingness to exert good faith efforts to achieve the goal for Minority and Women-Owned Business Enterprise participation set forth in the Supplementary Conditions. The Undersigned declares that the Bidding and Contract Documents have been carefully examined and that all things necessary for the completion of the Work shall be provided.

The Undersigned agrees that the bid security shall become the property of the State if this bid is accepted by the State and he/she does not submit executed copies of the Agreement within 10 days of receipt of a written request. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

The Undersigned agrees that the bid security shall be subject to forfeiture if this bid is accepted by the Town and he/she does not submit executed copies of the Agreement **WITHIN 48 HOURS OF RECEIPT OF A WRITTEN REQUEST TO PROVIDE SUCH AGREEMENT**. A Performance Bond and a Labor and Material Bond, each in an amount equal to the contract sum, shall be supplied with the executed Agreement and shall be the statutory form of public bonds required by Sections 136 and 137 of the State Finance Law.

The Undersigned agrees that if this bid is accepted by the Town he/she will submit executed copies of the Agreement within 5 days of receipt of a written request.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her 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;
- (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.
- (4) This contract shall not cause or result in a violation of Section 73(4) of the Public Officers Law which states: "No officer or employee of a state/town agency, member of the legislature or legislative employee or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall sell any goods or services having a value in excess of twenty-five dollars to any state agency unless pursuant to an award or contract let after public notice and competitive bidding."
- (5) This contract shall not cause or result in a violation of Section 74(3)(e) of the Public Officers Law which states: "No officer or employee of a state agency, member of the legislature or legislative employee should engage in any transaction as representative or agent of the State with any business entity in which he has a direct or indirect financial interest that might reasonably tend to conflict with the proper discharge of his official duties."
- (6) The bidder recognizes New York State Finance Law §139-j and §139-k and understands and agrees to comply with all of its requirements and procedures.
- (7) The bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (NYS Iran Divestment Act of 2012). The list can be viewed at the following link: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.
- (8) Will New York State Businesses be used in the performance of this contract? YES or NO (please circle)

The Undersigned acknowledges receipt and review of all Addenda to the Contract Documents on the above website, listed by number in the space below:

The Undersigned proposes to perform the Work required for this project in accordance with the Contract Documents for the following amount:

Base Bid – Swimming Pool and Swimming Pool Equipment Complete - Lump sum for all labor, materials and equipment as stipulated in the Bidding Documents (written in numbers):

Base Bid – Swimming Pool and Swimming Pool Equipment Complete - Lump sum for all labor, materials and equipment as stipulated in the Bidding Documents (written in words):

Alternate #1 – Pool House Complete – Lump sum for all labor, materials and equipment as stipulated in the Bidding Documents (written in numbers):

Alternate #1 – Pool House Complete – Lump sum for all labor, materials and equipment as stipulated in the Bidding Documents (written in words):

Alternate #2 – Heating System Complete – Lump sum for all labor, materials and equipment as stipulated in the Bidding Documents (written in numbers):

Alternate #2 – Heating System Complete – Lump sum for all labor, materials and equipment as stipulated in the Bidding Documents (written in words):

Sign Bid Here: _____

Print Name of Signer: _____

Title of Signer: _____

Official Company Name: _____

Federal ID Number: _____

Mailing Address: _____

Physical Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

004313 – Form of Bid Bond Security

**FORM OF BID BOND - BID SECURITY
STATE OF NEW YORK
OFFICE OF GENERAL SERVICES - DESIGN AND CONSTRUCTION**

Sub. 3, Sec. 8 - Public Buildings Law

KNOW ALL MEN BY THESE PRESENTS, That _____

(Name of Contractor)

(Address)

(hereinafter called the "Principal") and _____
a corporation created and existing under the Laws of the State of _____ having its principal office in the City
of _____ duly licensed as an insurance
company in the State of New York, (hereinafter called the "Surety"), are held and firmly bound unto The People of the State of New
York (hereinafter called the "State"), in the full and just sum of \$* good and lawful money of the United States of America, for the
payment of which said sum of money, well and truly to be made, and done, the Principal binds themselves (himself, itself), their (his, its)
heirs, executors and administrators, successors and assigns, and the Surety binds itself, its successors and assigns jointly and severally,
firmly by these presents:

WHEREAS, the Principal has submitted to the Office of General Services of the State of New York a proposal for *,

AND

WHEREAS, the Principal intends to file this bond to guarantee that the Principal will execute a contract and furnish
performance and labor and material bonds required by the terms of the Principal's proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the Principal shall promptly submit an
executed agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then this
obligation shall be null and void, otherwise to remain in full force and virtue.

NOW, THEREFORE, the condition of the foregoing obligation is such that if the Principal fails to promptly submit and
executed agreement and furnish performance and labor and material bonds required by the terms of the Principal's proposal, then the
Surety itself, its successors and assigns, jointly and severally, shall pay the whole sum of money previously set forth in this document to
the State.

IN TESTIMONY WHEREOF, the Principal has hereunto set their (his, its) hand and seal and the Surety has caused this instrument to
be signed by its Attorney-in-fact, _____
and its corporate seal to be hereunto affixed.

Signed, sealed and delivered in the presence of:

(Corporate seal
of Principal if a corporation)

(L.S.)

(L.S.)

Principal

Company

(Corporate seal of Surety Co.)

Attorney-in-fact

Witness

Name

Name

(Acknowledgment by principal, unless it be a corporation)

STATE OF NEW YORK

SS.:

COUNTY OF _____

On this _____ day of _____, 20_____, before me personally came _____ to me known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same.

Notary Public

County

(Acknowledgment by principal, if a corporation)

STATE OF NEW YORK

SS.:

COUNTY OF _____

On this _____ day of _____, 20_____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____; the corporation described in and which executed the foregoing instrument; that he knew the seal of said corporation; that the seal affixed to said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

County

(Acknowledgment by Surety Company)

STATE OF NEW YORK

SS.:

COUNTY OF _____

On this _____ day of _____, 20_____, before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides in _____; that he is the _____ of the _____; the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

County

Non-Collusive Bidding Certificate

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR
STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

President:

Secretary:

Treasurer:

Exhibit 1 Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor_____

Address_____

Street

City, Town, etc.

Telephone_____

Title_____

If applicable, Responsible Corporate Officer

Name_____

Title_____

Signature_____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By_____

Name

Name

Title

Title

Address_____

Street

Address_____

Street

City

State

City

State

Agreement between Owner and Contractor

DRAFT AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

«New Outdoor Aquatic Center, West Branch Recreation and Aquatic Center»
«Delhi, New York »
« »

The Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » (« ») days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item

Price

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent (« » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent (« » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

<< >>
<< >>
<< >>
<< >>

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

<< >>

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

<< >> % << >>

§ 8.3 The Owner's representative:

(Name, address and other information)

<< >>
<< >>
<< >>
<< >>
<< >>
<< >>

§ 8.4 The Contractor's representative:

(Name, address and other information)

<< >>
<< >>
<< >>
<< >>

<< >>
<< >>

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

<< >>

- 2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract

Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

STATE OF NEW YORK - EXECUTIVE DEPARTMENT
OFFICE OF GENERAL SERVICES - DESIGN & CONSTRUCTION GROUP

**DOCUMENT 007213
GENERAL CONDITIONS
AUGUST 2010 EDITION**

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GENERAL CONDITIONS – AUGUST 2010

ARTICLE 1 - THE CONTRACT DOCUMENTS

1.1 The Contract Documents consist of the Agreement, the Performance and Payment Bonds, the General Conditions, the Supplementary Conditions, Appendix A, the Drawings and Specifications, Addenda issued prior to the receipt of bids and all subsequent modifications and changes issued pursuant to the General Conditions.

1.1.1 The Performance and Payment Bonds are not a part of Single Trade Contract less than two hundred thousand dollars.

1.2 The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral including the bidding documents.

1.3 The Contract may not be modified except in accordance with the General Conditions.

1.4 The project is designed in accordance with the Building Codes of New York State and its reference standards. In no instance shall the Contractor deviate from the contract documents except as provided for in the contract. The Contractor shall notify the State of any deviations or conflicts observed that may violate the Building Codes.

ARTICLE 2 - DEFINITIONS

2.1 The following terms shall have the meanings ascribed to them in this Article, wherever they appear in the Contract Documents.

2.2 The term "Agency" means the officer, board, department, commission, authority, fund or public benefit corporation executing the Agreement.

2.3 The term "Commissioner" means the Commissioner of General Services.

2.4 The term "Comptroller" means the Comptroller of the State of New York.

2.5 The term "Contracting Officer" means the Director of Contract Administration of the Design and Construction Group of the Office of General Services or his representative designated in writing.

2.6 The term "Contractor" means the person, firm or corporation executing the Agreement or the successor or

assignee of the Contractor approved in writing by the Contracting Officer. If the text requires, the term includes the person, firm or corporation executing any Agreement in furtherance of the Project or the successors or assigns approved in writing by the Contracting Officer.

2.7 The term "days" means calendar days.

2.8 The term "Director" means the Director of Construction of the Design and Construction Group of the Office of General Services who will have general direction and supervision of the Work.

2.9 The term "Director's Representative" means the employee or agent of the Design and Construction Group designated in writing by the Director as such. Under the general supervision of the Director, the Director's Representative shall have complete charge of the Work and shall exercise full supervision and direction of the Work. Where the Contract Documents specifically designate a person to perform a function or duty, that person shall be the Director's Representative but only for the performance of that function or duty. Where the word "directed" appears in the Contract Documents, the words "by the Director's Representative" shall be deemed inserted thereafter in each case except where it is obviously inappropriate in context.

2.10 The term "Group Director" means the Deputy Commissioner for Design and Construction, Office of General Services.

2.11 The term "liquidated damages" means the amount of money to be assessed against the Contractor for delay in physical completion of the Work.

2.12 The term "physical completion" means the date upon which the Director's Representative certifies that all deficiencies noted on the Final Inspection List have been corrected and is evidenced by issuance of the Physical Completion Report.

2.13 The term "premises" means all land, buildings, structures and all other things of any kind located on or adjacent to the Site and owned, occupied or otherwise used by the State.

2.14 The term "product data" means manufacturer's catalog sheets, brochures, standard diagrams, illustrations, schedules, performance charts, test data, standard schematic drawings, specifications and installation instructions.

2.15 The term "Project" means Work at the same Site carried out pursuant to one or more sets of Contract Documents.

2.16 The term "provide" means furnish and install complete, in place and ready for operation and use.

2.17 The term "sample" means physical examples submitted by the Contractor of materials, equipment or workmanship to establish a standard which the Contractor is required to meet and to show the quality, type, range of color, finish, and texture of the material intended to be furnished for the Work.

2.18 The term "shop drawing" means an original drawing prepared by a Contractor, subcontractor, supplier or distributor which illustrates some portion of the Work showing fabrication, layout, fitting or erection details.

2.19 The term "Site" means the area within the contract limit, as indicated by the Contract Documents, including all land, buildings, structures and other things located within those limits.

2.20 The term "State" means the State of New York.

2.21 The term "substantial completion" means that the Work or major milestones there of as contemplated by the terms of this contract are sufficiently complete so that the Work can be used for the purpose for which it is intended.

2.22 The term "Work" means all that which is required of the Contractor by the Contract Documents including labor, materials, tools and equipment.

2.23 The term "Offerer" shall mean the individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity that contacts a governmental entity about a governmental procurement during the restricted period of such governmental procurement.

ARTICLE 3 - INTERPRETATION OF CONTRACT DOCUMENTS

3.1 The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. It is not intended to include work not properly inferable from the Contract Documents.

3.2 Upon the Contractor's written request, the Director's Representative may issue written interpretation or drawings necessary for the proper execution or progress of the Work which interpretation shall be consistent with and reasonably inferable from the Contract Documents.

3.3 The language of the Contract Documents is directed at the Contractor unless specifically stated otherwise.

3.4 The organization of the Specifications into divisions, sections and articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3.5 In the event of conflicting provisions in the Contract Documents, the drawings will take precedence over the specifications.

3.6 In the event of conflicting provisions within the drawings, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive. On all drawings, figures take precedence over scaled dimensions.

3.7 In the event of conflicting provisions within the specifications, the following order of precedence for resolution of the conflict shall apply: the more specific provision will take precedence over the less specific; if not resolved, the less stringent will take precedence over the more stringent; if not resolved, the less expensive item will take precedence over the more expensive.

3.8 If during the performance of the work, the Contractor identifies a conflict in the Contract Documents; the Contractor shall promptly notify the Director's Representative in writing of the conflict and advise as to the course of action the Contractor proposes to follow. The Director's Representative shall promptly acknowledge the notification in writing and advise the Contractor, pursuant to Paragraph 3.2 of these General Conditions, as to the interpretation to be followed in the performance of the Work.

ARTICLE 4 - SUBMITTALS

4.1 The Contractor and the Director shall adhere to the submittal and scheduling requirements specified in Division 01 - General Requirements.

4.2 The Contractor shall approve all submittals before submitting them. By such approval, the Contractor represents that it has determined and verified field measurements, field construction criteria, materials, catalog numbers, and similar data and that it has checked and coordinated shop drawings, product data and samples with the requirements of the Contract

Documents and that it has verified the completeness, correctness, and accuracy of the submittal.

4.3 The Director's approval of shop drawings, product data and samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has previously informed the Director of any anticipated deviation utilizing the required deviation request form, (available at the OGS D&C website), at the time of submission. Written approval of the specific deviations as outlined on the request form shall be required. The Director's approval shall not relieve the Contractor from responsibility for errors or omissions in the shop drawings, product data or samples.

4.4 Portions of the Work requiring shop drawings, product data, quality assurance information, or sample submittals shall not be commenced until the appropriate submittals have been approved by the Director.

4.5 The Contractor shall deliver to the Director, in the detail and form and at the time the Director shall require, information concerning the Contractor's operations and proposed operations upon the Project all in accordance with Division 01 - General Requirements.

4.6 During the term of this Project, the Director may require any Contractor to modify any schedules which it has submitted either before or after they are approved so that the Work of any contract in furtherance of the Project may be properly progressed and so that changes in the Work or the work of related contracts is properly reflected in the schedules.

4.7 Where indicated under the specific submittal requirements of the specifications, a re-evaluation fee of \$250.00 will be assessed against the Contractor for each re-evaluation required of any submittal package that is deemed incomplete, or lacking appropriate content or required format as required by the individual specification section.

ARTICLE 5 - MATERIALS AND LABOR

5.1 All materials, equipment and articles used permanently in the Work which become the property of the State shall be new unless specifically stated otherwise.

5.2 Asbestos Free Materials: All materials used for construction shall be free of asbestos containing materials unless the materials containing the asbestos have been previously approved for use by the State. If asbestos is found in installed products not previously approved by the State, then it will be the responsibility of the contractor to abate the asbestos containing material and replace the work with new asbestos free materials at no

cost to the State of New York in compliance with the requirements of the contract.

5.3 Except where specifically provided otherwise, whenever any product is specified by brand name, i.e., manufacturer's or supplier's name or trade name and catalog or model number or name, the intent is not to limit competition but to establish a standard of quality which the Director has determined is necessary. The words "or equal" shall be deemed inserted in each instance. The Contractor may use any product equal to that named in the Contract Documents which is approved by the Director and which meets the requirements of the Contract Documents providing the Contractor gives timely notice of the Contractor's intent in accordance with the submittal and scheduling requirements of Division 01 - General Requirements.

5.4 The Contractor shall have the burden of proving at the Contractor's own cost and expense, to the satisfaction of the Director, that the proposed product is equal to the named product. The Director may establish criteria for product approval. The Director shall determine with absolute discretion whether a proposed product is to be approved.

5.5 If the Contractor fails to comply with the provisions of this Article, or if the Director determines that the proposed product is not equal to that named, the Contractor shall supply the product named.

5.6 The Contractor shall have and make no claim for the extension of time or for damages because the Director requires a reasonable period of time to consider a product proposed by the Contractor or because the Director disapproves such a product.

5.7 Where optional materials or methods are specified, or where "or equal" submissions are approved, the Contractor shall make all adjustments to contingent Work, whether the contingent Work be the Work of its contract or the Work of other Contractor's, necessary to accommodate the option or "or equal" product it selects without extra or additional cost.

5.8 Royalties and Patents: The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the State harmless from loss on account thereof, except that the State shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer is specified.

ARTICLE 6 - CONTRACTOR'S SUPERVISION

6.1 The Contractor shall designate in writing competent supervision and/or management representatives as required below to represent the Contractor at all times

with authority to act for the Contractor. All Direction given to the Contractor's Representatives shall be as binding as if given to the Contractor. A Superintendent or Project Manager shall be classified as management representatives included in the Contractor's overhead and shall perform management, supervisory and/or administrative tasks (non labor) only. Individuals listed under this Article shall have the ability to effectively communicate (verbal and written) with all parties associated with the administration/supervision of this contract.

6.1.1 For contracts valued up to \$500,000 the contractor shall provide a supervisor for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work.

6.1.2 For contracts valued from \$500,000 to \$2,000,000 the Contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct and schedule the Work, shall attend all project meetings, shall coordinate the Work of subcontractors, and make purchase and cost decisions on behalf of the Contractor.

6.1.3 For contracts valued from \$2,000,001 to \$5,000,000 the contractor shall provide a Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Contractor shall also provide a Project Manager who shall attend project meetings, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. The Contractor shall provide required information to the Director's Representative for the Project Schedule.

6.1.4 For contracts valued from \$5,000,001 to \$10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff that shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the

Work, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations.

6.1.5 For contracts valued for more than \$10,000,000 the contractor shall provide a Project Manager and Superintendent for the Contractor's staff who shall be in attendance at the site throughout the active performance of the Work until Substantial Completion. Upon Substantial Completion the contractor shall provide a supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion. The Superintendent shall have the authority to direct the Work, attend all project meetings, and coordinate the Work of subcontractors. The Project Manager shall attend project meetings, maintain the project schedule, maintain submittal and approval system, and be responsible for change order/field order responses and negotiations. If at any time there are more than five subcontractors performing work on the site simultaneously an additional Superintendent is required coordinate their Work.

6.2 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.3 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractor's and supplier's ability and qualifications, and Minority/Women Owned Business Enterprises Status. Each request for approval of a subcontractor whose subcontract will be valued at \$10,000.00 or more shall also be accompanied by a NYS Vendor Responsibility Questionnaire - For-Profit Construction properly completed and executed by the proposed subcontractor.

6.4 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.5 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

ARTICLE 7 - USE OF PREMISES

7.1 If the Premises are occupied, the Contractor, its subcontractors, and their employees shall comply with the regulations governing access to, operation of, and conduct while in or on the Premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business.

7.2 Any request received by the Contractor from any source other than the Director or the Director's Representative to change the Work or its sequence shall be referred to the Director's Representative for determination.

7.3 The Contractor, its subcontractors and their employees shall not have access to or be admitted to any area of the Premises outside the Site except with the written permission of the Director's Representative.

ARTICLE 8 - PERMITS AND COMPLIANCE

8.1 The Contractor shall obtain, maintain and pay for all permits and licenses legally required and shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work at no additional cost.

ARTICLE 9 - INSPECTION AND ACCEPTANCE

9.1 The Director's Representative will inspect and test the Work at reasonable times at the Site, unless the Director determines to make an inspection or test at a place of production, manufacture or shipment. Such inspection or test shall be conclusive as to whether the material and workmanship inspected or tested conforms to the requirements of the Contract. Such inspection or test shall not relieve the Contractor of responsibility for damage to or loss of the material prior to acceptance, nor in any way affect the continuing rights of the Director to reject the completed Work.

9.2 The Contractor shall, without charge, promptly correct any Work the Director's Representative finds does not conform to the Contract Documents unless in the public interest the Director consents to accept such Work with an appropriate adjustment on the Contract sum and/or to any terms and conditions of the Contract. The Contractor shall promptly remove rejected material from the Premises.

9.3 If the Contractor does not promptly correct rejected Work including the work of other subcontractors destroyed or damaged by removal, replacement, or correction, the Director may (1) correct such Work and charge the cost thereof to the Contractor; or (2) terminate the Contract in accordance with Article 13 of the General Conditions.

9.4 The Contractor shall furnish promptly without additional charge all facilities, labor, material and equipment reasonably needed to perform in a safe and convenient manner such inspections and tests as the Director's Representative requires.

9.5 The Contractor shall keep the Director's Representative informed of the progress of the Contractor's Work and particularly when the Contractor intends to cover Work not yet inspected or tested. All inspection and tests by the Director's Representative shall be performed in such manner as not to unreasonably delay the Work.

9.5.1 The Contractor shall be responsible for all required tests and appropriate test schedules, approvals and inspections pursuant to the Contract Documents.

9.5.2 The Contractor shall be back-charged with any cost of inspection when the Work is not ready at the time specified by the Director's Representative for inspection, or for deficient work that shall require re-testing.

9.6 Should the Director's Representative determine at any time before acceptance of the entire Work to examine Work already completed by removing, uncovering or testing the same, the Contractor shall, on request, promptly furnish all necessary facilities, labor, materials and equipment to conduct such inspection, examination or test. If such Work is found to be defective or nonconforming in any material respect, the Contractor shall defray all the expenses of such examination and satisfactory reconstruction. If the Work is found to meet the requirements of the Contract Documents, the Contractor shall be compensated for the additional services involved in such examination and reconstruction by order on contract and, if completion of the Work has been delayed thereby, shall receive a suitable extension of time.

9.7 No previous inspection or certificates of payment shall relieve the Contractor from the obligation to perform the Work in accordance with the Contract Documents. The final payment shall not relieve the Contractor of the responsibility for failing to comply with the Contract Documents.

9.8 The Contractor shall remedy all defects, paying the cost of any damage to other work or property of the State resulting there from, which shall appear within a period of one year from the date of physical completion.

9.9 Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

9.9.1 Where Contractor is providing ongoing services, including but not limited to: i) consulting, integration, code or data conversion, ii) maintenance or support services, iii) data entry or processing, or iv) contract administration services (e.g. billing, invoicing, claim processing), Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to the inaccuracy of Contractor's business operations in processing date/time data (including, but not limited to, calculating, comparing, and sequencing) various date/time transitions, including leap year calculations. Contractor shall be responsible for damages resulting from any delays, errors or untimely performance resulting there from, including but not limited to the failure or untimely performance of such services.

9.9.2 This Date/Time Warranty shall survive beyond termination or expiration of this contract through: a) ninety (90) days or b) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

10.1 The State may make changes by altering, adding to or deleting from the Work, and adjusting the Contract sum accordingly. All changed Work shall be executed in conformity with the terms and conditions of the Contract Documents unless otherwise provided in the order on contract. Any change in the Contract sum or time for completion of the described work of the order on contract shall be contained in the order on contract. Any change in schedule resulting from an order on contract will be issued in accordance with the provisions of Paragraphs 4.6 and 13.5 of these General Conditions.

10.2 No written or oral instructions shall be construed as directing a change in the Work unless in the form of an order on contract signed by the Contracting Officer. The order on contract shall describe or enumerate the Work

to be performed, state the amount (if any) to be added to or deducted from the Contract sum and state the time allowed (if any) for the performance of the changed work. If the extent or cost of the Work is not determinable until after the changed Work is performed, the order on contract shall specify the method for determining the cost and extent of the changed Work when completed. If the Contractor disagrees as to any element of the order on contract, the Contractor shall promptly indicate such disagreement in writing by certified mail directed to the Contracting Officer and shall promptly proceed in accordance with the order on contract. The Contractor's letter of disagreement shall identify by number the order on contract with which the Contractor is disagreeing, the elements with which the Contractor disagrees and a statement as to why there is a disagreement on each element. The letter of disagreement shall be accompanied by documentation of every material element of the Contractor's basis for disagreement. The Contracting Officer shall promptly review the Contractor's letter and supporting documentation and advise the Contractor in writing of any modifications to the order on contract or of the confirmation of the order on contract as issued. The Contracting Officer may, in the exercise of discretion, conduct informal discussions or meetings with the Contractor and/or State Officials, employees or agents prior to rendering a decision.

10.3 If the Contractor is required to perform Work for which the Contractor believes it is entitled to an order on contract, the Contractor shall give the Director prompt written notice and await instructions before proceeding to execute such Work. The Contractor shall thereafter proceed diligently with the performance of the contract in accordance with the Director's instructions. The Contractor shall maintain complete cost records including but not limited to time and payroll records, material invoices and delivery tickets, equipment rental and purchase invoices for itself and all subcontractors, suppliers and material-men when the Contractor performs work which the Contractor believes is extra or additional work. Failure to maintain such records shall waive any right to extra and additional costs beyond those costs supported by actual cost records.

10.4 The Contracting Officer shall determine the value of any order on contract by one or more of the methods provided in Division 01 - General Requirements.

10.5 Irrespective of the method used or to be used by the State in determining the value of a change order, the Contractor shall after receipt of a request, promptly submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every

item that constitutes his proposal for the change. The State shall promptly respond to such submission.

10.5.1 The contractor shall submit a responsive cost proposal to the Director's Representative in proper form subject to the provisions of this Article. The contractor shall respond no later than 30 days from the date of a "request for proposal" from the Director's Representative. Should the contractor fail to respond or submit the required cost proposal within the 30 day requirement, the State shall determine a fair market value for the work proposed and will issue an order on contract or field order to the contract. The Contractor, by failing to respond or provide an acceptable proposal; waives any claim or rights to any extra and or additional costs as determined by the Contracting Officer.

10.6 Unless otherwise specifically provided for in a change order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

10.7 No order on contract which creates a liability on the State shall be binding unless approved by the Office of the State Comptroller.

ARTICLE 11 - SITE CONDITIONS

11.1 If the Contractor encounters subsurface or other latent physical conditions at the Site which differ substantially from those shown, described or indicated in such information provided by the State or from any information which is a public record and which subsurface or other latent physical condition could not have been reasonably anticipated from that information or from the Contractor's own inspection and examination of the Site, the Contractor shall give immediate written notice to the Director before any such condition is disturbed. The Director shall promptly investigate and, if it is determined that the conditions substantially differ from those which should have been reasonably anticipated, shall make such changes in the Drawings and Specifications as may be required. If necessary, the Contract sum and completion date shall be adjusted, to reflect any increase or decrease in the cost of, or time required for, performance of the Contract.

ARTICLE 12 - SUSPENSION OF WORK

12.1 The Director may order the Contractor in writing to suspend, delay, or interrupt performance of all or any part of the Work for a reasonable period of time as the Director may determine.

12.2 Upon receipt of a suspension order, the Contractor shall, as soon as practicable, cease performance of the Work as ordered and take immediate affirmative measures to protect such Work from loss or damage.

12.3 The Contractor specifically agrees that a suspension, interruption or delay of the performance of the Work pursuant to this Article for a period or periods not exceeding thirty days in total shall not increase the cost of performance of the Work of this Contract other than costs directly related to demobilization and remobilization for the Work, temporary services costs, equipment rental which cannot be practically suspended and temporary protection measures which are unusual but necessary.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.1 All time limits stated in the Contract are of the essence of the Contract.

13.2 Termination for Cause.

13.2.1 If in the judgment of the Group Director, the Contractor fails or refuses to prosecute the Work in accordance with the Contract, or is failing to complete the Work within the time provided by the Contract, the Group Director may terminate the Contract by written notice. In such event, the Group Director shall order the surety to complete the Work.

13.2.2 If it is determined after the award of the contract that there exists any cause of so serious or compelling a nature, including but not limited to, submission to a contracting agency of a false or misleading statement on a NYS Vendor Responsibility Questionnaire, or in some other form in connection with a bid for or award of this or any other contract or a request for approval of a subcontractor, that it raises questions about the present responsibility of a contractor or subcontractor, the Group Director may terminate the Contract by written notice. In such event, the Group Director may or may not in his sole discretion, order the surety to complete the Work.

13.2.3 The Director will notify the Contractor and Surety that the State is considering declaring the Contractor in default and will arrange a hearing with the Contractor and the Surety to discuss methods of performing and completing the contract work.

13.2.4 If the State formally declares the contractor in default the State will demand upon the Surety to complete any and all remaining work pursuant to the terms of the Contract and the Surety Takeover

Guidelines incorporated as Appendix B. The Surety may undertake to perform and complete the work itself, through its agents or through independent contractors approved by the State. The State will agree to pay the balance of the Contract price to the Surety in accordance with the terms and conditions of the Contract or to the designee authorized in writing by the surety upon acceptance of the Surety's completion plan pursuant to Appendix B. incorporated herein.

13.2.5 The surety agrees to complete any investigation into the default of the Contractor and advise the Group Director as to its intended course of action within ten days of receipt of the written notice of default. That notice will detail the underlying reasons for the default and provide pertinent documentation including the surety takeover guidelines of the Contracting Officer. Any request by a surety for execution of a takeover agreement, shall be delivered to the Contracting Officer for consideration, within the same ten day period. No changes in the terms and conditions of the Contract will be considered. All rights remedies and defenses of the parties are reserved and no rights, remedies or defenses of the parties are waived, by virtue of the surety's agreement to assume contract performance under the bond

13.2.6 The Surety may elect to forfeit the remaining penal sum of the Performance Bond within twenty days of notification of default by the State; with no additional penalties imposed, upon the execution of a release prepared by the State. The State will determine the value of the remaining Work based upon its investigation of the Work in place against payments previously authorized. As soon as a practical the Surety will tender payment therefore to the State.

13.2.7 If the surety fails or refuses to complete the Work within twenty five days of the notification of the contractors default or if the Surety fails or refuses to complete the work within the time frames allotted by the State, the Group Director may take over the Work and prosecute it to completion by contract publicly let or otherwise, and may take possession of and utilize in completing the Work, such of the Contractor's materials, equipment and plant as may be on the Site of the Work. Whether or not the right to terminate is exercised, the Contractor and the Surety shall be liable for any damage to the State resulting from the failure or refusal to complete the Work in accordance with the Contract or the failure to complete the Work within the time provided by the Contract.

13.2.8 Should the Surety fail to commence the work the Group Director will notify the Surety that the State is considering declaring the Surety in default and will arrange a hearing with the Surety to discuss methods of performing and completing the contract work. It is the

policy of the Office of General Services, Design and Construction Group to let a Contract for the remaining work after the 21st day of the demand upon the Surety to complete the Work pursuant to the terms and conditions of the Contract, and the Performance Bond filed with the Office of the State Comptroller.

13.3 The amount of Liquidated Damages shall be the product of \$1,000.00 times the number of days of delay in physical completion of the work. Upon the assessment of such damages the State may withhold the sum of the damages contemplated from payments to avoid an overpayment to any firm where damages would apply.

13.3.1 If the Group Director terminates the Contract, damages shall consist of liquidated damages, if any, until the Work is physically completed, plus any increased costs occasioned the State in completing the Work.

13.3.2 If the Group Director does not terminate the Contract, the damages shall consist of liquidated damages, if any, until the Work is physically completed.

13.4 The Contract shall not be so terminated nor the Contractor charged with resulting damage if:

13.4.1 The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers, and

13.4.2 The Contractor notifies the Director in writing of the causes of delay within ten days from when the Contractor knew or ought to have known of any such delay.

13.5 The Director will ascertain the facts and the extent of the delay and extend the time for completing the Work when, in the Director's judgment, the findings of fact justify such an extension, and the Director's findings of fact shall be final and conclusive on the parties.

13.6 If after notice of termination of the Contract, it is determined for any reason the Contractor was not in default or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for convenience clause.

13.7 The rights and remedies of the State provided in this Article are in addition to any other rights and remedies provided by law or under this Contract.

13.8 The State, as defined in Article 2 of these General Conditions, reserves the right to terminate this contract in the event it is found that the certification filed by the offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Governmental Entity may exercise its termination right by providing written notification to the offerer in accordance with the written notification terms of the contract.

ARTICLE 14 - TERMINATION OF CONTRACTOR'S EMPLOYMENT FOR THE CONVENIENCE OF THE STATE OF NEW YORK

14.1 The Group Director may terminate this Contract whenever the public interest so requires by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which such termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from such termination. The State shall pay the Contractor the sum of:

14.1.1 The costs actually incurred by the Contractor, subcontractors, and sub-subcontractors or their suppliers up to the effective date of such termination, and

14.1.2 The cost of settling and paying claims, provided the concurrence of the Contracting Officer is obtained prior to agreeing to any such settlement, arising out of the termination of Work under subcontracts or orders exclusive of the amounts paid or payable on account of supplies or materials delivered or services furnished by the subcontractor prior to the effective date of the notice of termination of Work under this Contract, which amounts shall be included in the cost on account of which payment is made under 14.1.1 above, and

14.1.3 An amount determined by adding to the amount of the costs under 14.1.1 above a sum equal to 20% (comprised of 10% overhead and 10% profit) thereof, provided, however, that if it appears that the Contractor would have sustained a documentable loss on the entire Contract had it been completed, an appropriate adjustment shall be made reducing the amount to be paid under this Article to reflect the indicated rate of loss.

14.2 In no event shall the Contractor's compensation exceed the total Contract amount.

14.3 The detailed estimate or amount of progress payments made to the Contractor prior to the day termination was effective shall not be conclusive evidence of costs incurred but progress payments shall be offset against any payment which the State makes to the Contractor as a result of such termination.

ARTICLE 15 - DISPUTES

15.1 The Contractor specifically agrees to submit, in the first instance, any dispute or disagreement relating to the performance of this Contract to the Group Director, who shall render a decision in writing and furnish a copy thereof to the Contractor. The Contractor agrees that this clause does not apply to any dispute or disagreement which involves delay, acceleration, interference or any other act or omission constituting a breach of contract; any matter relating to extensions of time, bonuses or liquidated damages; to the value of any order on contract or field order (issued pursuant to Division 01 - General Requirements); any termination for cause or convenience; or to termination costs allowable pursuant to contract.

15.2 The Contractor must request such decision in writing by certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which are the basis of the dispute or disagreement. Such writing shall identify the nature of the dispute or disagreement; identify the person who rendered the decision or interpretation involved and the date of the decision or interpretation with which the Contractor disputes or disagrees, attaching a copy of such decision or interpretation; contain a statement of the contractual basis for the dispute or disagreement; and identify the relief sought.

15.3 The Group Director may cause an investigation to be made of the circumstances involving the dispute or disagreement and may cause a fact-finding proceeding to be conducted before rendering the decision.

15.4 The Contractor agrees that the decision of the Group Director shall be final and conclusive. Nothing in this Contract shall be construed as making final the decision of any administrative official upon a question of law.

ARTICLE 16 - STATUTORY REQUIREMENTS FOR UTILIZATION OF MINORITY AND WOMEN OWNED BUSINESS ENTERPRISES

16.1 Pursuant to Section 313 of Article 15-A of the Executive Law of the State of New York, the Director of the Division of Minority and Women's Business Development has promulgated rules and regulations (Parts 140 through 145 of Subtitle N of Title 9 New York Code of Rules and Regulations) (the "Regulations") for

the purposes of ensuring that certified Minority and Women owned Business Enterprises shall be given the opportunity for meaningful participation in the performance of State contracts and to facilitate the award of a fair share of State contracts and subcontracts to such business enterprises.

16.2 The Contractor shall make a good faith effort to solicit active participation in the Work by enterprises identified in the directory of certified businesses obtainable from the Division of Minority and Women's Business Development, New York State Department of Economic Development.

16.3 The Contractor agrees, as a material condition of this contract, to be bound by the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York which relates to the resolution of disputes which may arise under this Article.

16.4 The Contractor agrees to include the provisions of Paragraphs 16.2 and 16.3 of these General Conditions in every subcontract it enters into as to Work in connection with this Contract in such a manner that the provisions will be binding upon such subcontractor. However, the provisions of this paragraph shall not be binding upon the Contractor or its subcontractors in the performance of work or the provision of services that are unrelated, separate or distinct from this Contract as expressed by its terms.

16.5 The Regulations referred to in Paragraph 16.1 of these General Conditions require, among other things, that a bidder or proposer for a State contract submit a utilization plan which shall identify certified Minority or Women Owned Business Enterprises which the bidder/proposer intends to use in connection with the performance of the proposed State contract. Such a utilization plan shall be submitted after bids are opened but prior to contract award.

16.5.1 Pursuant to the Regulations: (1) the Commissioner may require the submission by the Contractor of compliance reports relating to the implementation of and adherence to the utilization plan in performing the Contract; (2) the Commissioner shall allow the Contractor to apply for a partial or total waiver of the Minority and Women Owned Business participation requirements; (3) the Contractor may file a complaint with the Executive Director of the Division of Minority and Women's Business Development regarding a denial of a request for waiver of Minority and Women Owned Business participation requirements; (4) the Commissioner may file a complaint with the Executive Director of the Division of Minority and Women's Business Development in the event the Contractor fails to comply with the Minority and Women Owned Business participation requirements set forth in this Contract; and

(5) the Commissioner may disqualify the Contractor's bid or proposal as being non-responsive for failure to remedy notified deficiencies contained in the Contractor's utilization plan after an administrative hearing on the record, reviewing all grounds for disqualification stated by the Commissioner and taking into consideration all the criteria set forth in Section 313 of the Executive Law.

16.5.2 The Contractor is referred to the entirety of the provisions of Section 316 of Article 15-A of the Executive Law of the State of New York and of the Regulations for the Contractor's full familiarization with their applicable provisions as terms of this Contract.

ARTICLE 17 - COORDINATION OF SEPARATE CONTRACTS

17.1 The State may award other contracts which affect the Work of this Contract. In that event, the Contractor shall coordinate its Work with the work of other contractors in such manner as the State may direct. Each contractor shall control and coordinate the work of its subcontractors, if any. The State shall approve or require the modification of the work schedules of all contractors to the end that the Project may be progressed as expeditiously as the case permits.

17.2 If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Director's Representative any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the Contractor's Work.

17.3 The Director's Representative shall issue appropriate directions and take such other measures to coordinate and progress the Work as may be reserved to the State in the Contract, and which an ordinarily reasonable project owner in similar circumstances would be expected to take.

17.4 The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent delays in the progress of any individual contractor's work. Accordingly, the State does not guarantee the unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by the State and delays attendant upon any State-approved construction schedule.

17.5 The State shall not be liable for delays which occur by reason of any contractor's failure to comply with directions of the State or because of the neglect,

failure or inability of any contractor to perform its work efficiently.

17.6 The Contractor shall defend, indemnify and hold the State harmless from any and all claims or judgments of damages and from costs and expenses to which the State may be subjected or which it may suffer or incur by reason of or based upon an allegation of the Contractor's failure to promptly comply with the directions of the Director's Representatives.

17.7 Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the State for the performance of work upon the Site of work which may be necessary to be performed for the proper prosecution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall have no claim against the State for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.

17.8 Should any other contractor having or who shall hereafter have a contract with the State for the performance of work upon the Site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the State harmless from all such claims.

ARTICLE 17A - DELAYS

17A.1 For the purposes of this Contract, the term delay includes delay, disruption, interference, inefficiencies, impedance, hindrance and acceleration.

17A.2 The Contractor agrees to make claim only for additional costs as defined in Document 012200, section 1.01, paragraph H from causes listed below, attributable to delay in the performance of this contract, occasioned by any act or omission to act by the State or any of its representatives. The Contractor also agrees that delay from any other cause shall be compensated for solely by an extension of time to complete the performance of the work.

17A.2.1 The failure of the State to take reasonable measures to coordinate and progress the work.

17A.2.2 Extended delays attributable to the State in the review or issuance of orders on contract or field orders, in shop drawing reviews and approvals or as a result of the cumulative impact of multiple orders on contract, which constitute a qualitative change to the

project work and which have a verifiable impact on project costs.

17A.2.3 The unavailability of the site for such an extended period of time which the Director determines to significantly affect the scheduled completion of the contract.

17A.2.4 The issuance by the Director of a stop work order relative to a substantial portion of work for a period exceeding thirty days.

17A.3 The Contractor shall provide "notice of claim" of an anticipated claim for delay to the Contracting Officer by personal service or certified mail no more than fifteen days after the Contractor knew or ought to have known of the facts which form the basis of the claim. The Contracting Officer shall acknowledge receipt of the Contractor's notice, in writing, within five days. The Contractor agrees that the State shall have no liability for any damages which accrue more than fifteen days prior to the delivery or mailing of the required notice. The notice shall at a minimum provide a description of any operations that were, are being, or will be delayed, the date(s) and reasons for the delay, and, to the extent known, the information required by Paragraph 17A.6 of these General Conditions. In no case, shall oral notice to the Director's Representative or contracting officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. In no case, shall written notice to the Director's Representative or any other individual other than the Contracting Officer constitute notice under this provision or be deemed to constitute a waiver of the written notice requirement. The Contracting Officer is located at the following location:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

17A.4 Failure by the Contractor to adequately progress the completion of the work will be considered in determining the causes of delay. For any claim asserted under this Article, the Contractor shall keep detailed written records of the costs and shall make them available to the Contracting Officer at any time for the purposes of audit and review. Failure by the Contractor to provide the required written notice or to maintain and furnish records of the costs of such claims to the Contracting Officer shall constitute a waiver of the claim.

17A.5 The provisions of this Article apply only to claims for extra or additional costs attributable to delay and do not preclude determinations by the Director allowing reimbursement for additional costs for extra work pursuant to Article 10 of these General Conditions.

17A.6 REQUIRED CONTENT OF CLAIM SUBMISSION.

17A.6.1 As noted in Paragraph 17.A.3 of these General Conditions, all claims for delay shall be submitted in writing to the Contracting Officer and must be in sufficient detail to enable the Contracting Officer to ascertain the basis and the amount of each claim. The following information shall be provided by the Contractor upon request of the Contracting Officer if not previously supplied:

a. A description of the operations that were delayed, the reasons for the delay and an explanation of how they were delayed.

b. A detailed factual statement of the claim providing all necessary dates, locations and items of work affected by the claim.

c. An as-built chart, "Critical Path Method" scheme or other diagram or chart depicting in graphic form how the operations were or are claimed to be adversely affected including the report and conclusions of all engineering and scheduling experts or other consultants, if any.

d. The date on which actions resulting in the claim occurred or conditions resulting in the claim became evident.

e. A copy of the approved project schedule and a copy of the "notice of claim" required for the specific claim by Paragraph 17A.3 of these General Conditions.

f. To the extent known, the name, function, and activity of each State official, employee or agent, involved in, or knowledgeable about facts that gave rise to such claim.

g. The name, function, and activity of each Contractor or subcontractor officer, or employee, involved in, or knowledgeable about facts that gave rise to such claim.

h. The identification of any pertinent documents, and the substance of any material oral communication relating to such claim.

i. The amount of additional compensation sought and a breakdown of that amount into the categories specified in Division 01 - General Requirements.

j. If an extension of time is also requested, the specific number of days for which it is sought and the basis for such request as determined by an analysis of the construction progress schedule.

17A.7 REQUIRED CERTIFICATION OF CLAIMS.

17A.7.1 When submitting any notice of claim or claim data, the Contractor must certify in writing and under oath:

a. That supporting data is accurate and complete to the Contractor's best knowledge and belief;

b. That the amount of the claim and the claim itself accurately reflects what the Contractor in good faith believes to be the State's liability.

17A.7.2 If the Contractor is an individual, the certification shall be executed by that individual. If the Contractor is not an individual, the certification shall be executed by a company official in charge of the Contractor's operations pertaining to this contract or an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

17A.7.3 Failure to timely comply with any of the requirements of Article 17A for the submission of any claim for delay may constitute grounds for denial of such claim.

ARTICLE 18 - RESPONSIBILITY FOR DAMAGE

18.1 The Contractor shall faithfully perform and complete all of the Work required by the Contract, and has full responsibility for the following risks:

18.1.1 Loss or damage, direct or indirect, to any property owned by the State or to the Work including the building or structure in which the Work is being performed, or any other construction in progress whether being performed by any other contractor or the State, or to any plant, equipment, tools, materials or property furnished, used, installed or received by the Director under this Contract or any other contract. The Contractor shall bear all such risk of loss or damage, until all of the Work covered by the Contract has been finally accepted. In the event of such loss or damage the Contractor shall forthwith repair, replace, and make good any such loss or damage without additional cost.

18.1.2 Injury to persons (including death resulting there from), or damage to property caused by an occurrence arising out of the performance of this Contract for which the Contractor may be legally liable under the laws of torts.

18.2 The Contractor, however, shall not be responsible for damages resulting from faulty design or from willful acts of State officials or employees or from negligence resulting solely from acts or omissions of the State, its officers or employees. Nothing herein shall vest in third parties any right of action beyond such as may legally exist irrespective of this Article.

18.3 The Contractor shall indemnify and save harmless the State, its employees and agents from suits, actions, damages, and costs of every name and description relating to the performance of this Contract during its prosecution and until the acceptance thereof, and the State may retain such moneys from the amount due the Contractor as may be necessary to satisfy any

claim for damages recovered against the State. The Contractor's obligations under this paragraph shall not be deemed waived by the failure of the State to retain the whole or any part of such moneys due the Contractor, nor shall such obligation be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Contractor, subcontractor or the State.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

19.1 Before commencing the Work and until the established Physical Completion date, all insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; and the Contractor shall furnish to the Contracting Officer a Certificate of Insurance in a form satisfactory to the Contracting Officer showing that the Contractor has complied with this Article. Insurance shall be maintained with insurance carriers licensed to do business in New York State and acceptable to the Contracting Officer; shall be primary and non-contributing to any insurance or self insurance maintained by OGS; and shall be endorsed to provide written notice be given to the Contracting Officer at least thirty days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail, any notice shall be addressed to:

Division of Contract Administration
Director
35th Floor, Corning Tower
Albany, New York 12242

19.1.1 The endorsement shall name The People of the State of New York, its officers, agents, employees and the assigned construction manager as additional insureds there under. This additional insured shall be primary and non-contributory. (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 and a copy of which shall be furnished along with the Certificate of Insurance.) The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract or field order.

19.1.2 The Contractor, throughout the term of this Contract, or as otherwise required by this Contract, shall obtain and maintain in full force and effect on an occurrence form, the following insurance with limits not less than those described in this article, and as required by the terms of this Contract, or as required by law, whichever is greater. If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.1.3 The Contractor shall be solely responsible for the payment of all deductibles and Self Insured Retentions.

19.1.4 Not less than thirty days prior to the expiration date or renewal date of any insurance policies reflected on such certificates, the Contractor shall supply OGS updated replacement Certificates of Insurance, and amendatory endorsements.

19.2 The kinds and amount of insurance is as follows:

19.2.1 Workers' Compensation Insurance and Disability Benefits Law. A policy covering the obligations of the Contractor in accordance with the Workers' Compensation Law and the Disability Benefits Law covering all operations under the Contract, whether performed by the Contractor or by its subcontractor.

19.2.2 Commercial General Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability resulting in Bodily Injury, Property Damage, Personal Injury or loss of use arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

If such insurance contains an aggregate limit, it shall apply separately on a per job, per location basis.

19.2.3 Comprehensive Business Automobile Liability, and if necessary, Commercial Umbrella Liability Insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

19.2.4 Builder's Risk: The Contractor shall be liable for any and all damages and losses to the Project prior to the State of New York's acceptance of the Project as fully completed except that the Contractor shall not be liable for:

19.2.4.1 Losses covered by the Builder's Risk property insurance provided by the State of New York; except that the Contractor shall be liable for the applicable deductible.

19.2.4.2 All policies shall be issued by insurance companies licensed to conduct such business under the laws of the State of New York, shall be written

for the benefit of the State of New York and for the Contractor as their interests may appear, and shall run until the contract physical completion date. The State of New York must be listed as loss payee pursuant to this policy. Policies expiring on a fixed date before physical completion must be renewed and re-filed not less than thirty days before such expiration date.

19.2.5 If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance including asbestos, lead or mold, and those as defined by applicable State and federal laws and regulations, the Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against OGS arising from Contractor's work. The State of New York shall be named as additional insured and this shall be primary.

19.2.5.1 If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

19.3 The Contractor may provide the required proof of insurance on industry forms provided that no other endorsements exclude, delete or restrict those coverage's provided for by this article. It is required that companies affording coverage list the company name in full as filed with the New York State Insurance Department. The contract number and project location must be provided in order to approve the certificate.

19.4 Should the Contractor fail to provide or maintain any insurance required by law the Contract will be considered null and void. Further, no contractor is permitted to access the project site without providing proof of proper insurance to the Contracting Officer or his designated representative. No payments will be authorized by the Contracting Officer to any firm who fails to comply with the provisions of this Article.

ARTICLE 20 - OCCUPANCY PRIOR TO COMPLETION AND ACCEPTANCE

20.1 The State shall have the right to take possession of or use any completed or partially completed portion of the Work. Written notice of such possession shall be given to the Contractor by the Director. The notice shall identify the date when such possession shall commence and the area, equipment or system involved. Written notice shall also be given the Contractor for any cessation of such possession by the State. Such possession or use shall not be deemed an acceptance of any Work. While the State is in such possession, the Contractor, notwithstanding the provisions of Article 18 of the Contract, shall be relieved of the responsibility for loss or damage to the Work except for that resulting from the Contractor's fault or negligence. If such possession or use by the State delays the progress of the Work or causes additional expense to the Contractor, an adjustment in the Contract price and/or the time of completion shall be made and the Contract modified in writing accordingly. The provisions relating to an adjustment in the Contract price or the time of completion contained in this paragraph shall not apply to occupancy or possession after Substantial Completion.

ARTICLE 21 - PAYMENT

21.1 The Contractor shall submit monthly, or at more frequent intervals if permitted in writing by the Contracting Officer, a requisition for a progress payment to the designated payment office for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

Division of Contract Administration
Bureau of Contract Performance
35th Floor, Corning Tower
Albany, New York 12242

21.1.1 For those contracts designated as Labor and Material reimbursement or similar type contracts, the contractor shall submit to the Contract Payment Audit Group no later than 60 days from the period of when the work occurred, acceptable proof of labor and material costs specific to the approved scope of work as verified by the Directors Representative, to the Contracting Officer for audit, verification and approval prior to the submission of any payment. The Contract Payment Audit Group is located at the following location:

Division of Contract Administration

Contract Payment Audit Group
35th Floor, Corning Tower
Albany, New York 12242

21.1.2 The submittal of cost for reimbursement to the Contractor shall be in such form and supported by such evidence as the Contracting Officer may reasonably require.

21.1.3 For those contracts designated as Electronic Contractor Requisition (ECR) eligible, if the contractor agrees to participate (participation is not mandatory – a contractor may still elect to submit paper requisitions), the contractor shall provide an Electronic Contractor Requisition (ECR) Program Certification form which shall become part of this agreement. The contractor further certifies that the individual certifying the requisition is duly authorized to undertake requisitioning transactions. The contractor understands that the State will rely on the information disclosed in the contractor's requisition consistent with all of the provisions of this Article. A contractor need not submit electronic requisitions in order to receive electronic payments.

21.2 The Director or the Contracting Officer may refuse to approve the requisition or a portion of it if the Contractor is failing or refusing to prosecute the Work in accordance with the Contract.

21.3 Payment will be made for approved materials not yet incorporated in the Work which are in short and/or critical supply and for materials determined to be specifically fabricated for the project. Requisitions which require payment for materials shall be accompanied by a notarized statement certifying that the materials for which payment is requisitioned are the Contractor's property and have been suitably stored and insured. The Contractor shall provide such evidence of the value of the material stored as the Contracting Officer may reasonably require. The Contractor shall have full continuing responsibility to insure and protect such materials and maintain them in proper condition to fulfill Contract requirements when installed.

21.4 When the Work or major milestones thereof as contemplated by the terms of this Contract are substantially completed, the Contractor shall submit to the Contracting Officer a requisition for payment of the remaining amount of the Contract balance. Upon receipt of such requisition the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause to be paid the remaining amount of the Contract balance less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. As the remaining items of Work are satisfactorily completed or corrected,

the Contracting Officer shall cause to be paid, upon receipt of a requisition, for these remaining items less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged.

21.5 No more than 60 days after the issuance of the Physical Completion Report, the Contractor shall submit to the Contracting Officer or his designated representative a requisition for payment of the remaining Contract balance. Upon receipt of this requisition, the Contracting Officer shall, except as otherwise provided by this Contract, approve and cause such requisition to be paid less any amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. The Contractor waives any claim or right to payment of any contract balance which has not been requisitioned for payment within 60 days of the issuance of the Physical Completion Report.

21.6 The final certificate letter will not be issued until all the labor and material required by the Contract has been furnished and completed, all disputes and claims relating to the performance of the Contract considered and disposed of and all accounts for extra work and materials and allowances for omissions have been rendered and considered. The Contractor waives any claim or right to additional compensation which has not been submitted in writing via certified or registered mail to the Contracting Officer pursuant to Article 17A, within thirty days of the issuance of the Physical Completion Report.

21.7 The final certificate letter will constitute the acceptance of the Work by the State, except as to Work thereafter found to be defective. The date of such certificate shall be regarded as the date of acceptance of the Work.

21.8 No payment will be made to a foreign Contractor until it furnishes satisfactory proof that it has paid all taxes required of foreign Contractors under the provisions of the New York State Tax Law. A foreign Contractor as used in this paragraph shall mean a Contractor denominated "foreign" by the New York State Tax Law.

21.9 The contractor is advised that consistent with Subdivision 3-a, of Section 220 of the Labor Law, the filing of certified payroll records is a condition precedent to payment of any sums due and owing to any person performing work on this project. The failure to file pursuant to this section will result in a payment delay until such time as the filing occurs.

21.10 The Contractor acknowledges that it will not receive payment on any requests for payment unless the contractor complies with the State Comptroller's

electronic payment deposit procedures. Payments requested by the contractor will only be facilitated via electronic deposit, except where the Commissioner has expressly authorized payment by paper check.

ARTICLE 22 - AUDITS AND RECORDS

22.1 The Group Director, the Comptroller or their representatives shall have the right to examine all books, records, documents, and other data of the Contractor, subcontractors, material-men or suppliers relating to the bidding, pricing or performance of this Contract or any change or modification thereto for the purpose of evaluating the accuracy, completeness, and currency of the cost or pricing data submitted. This right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted along with the computations and projections used therein.

22.2 The above materials shall be made available at the office of the Contractor, subcontractors, material-men or suppliers at all reasonable times for inspection, audit or reproduction until the expiration of six years from the date of the final certificate for the Contract.

22.3 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for a period of six years from the date of any resulting final settlement.

22.4 Records which relate to the Disputes Clause of this Contract or litigation or the settlement of claims arising out of the performance of this Contract shall be made available until such appeals, litigation or claims have been disposed of.

22.5 The Contractor shall insert a clause containing all of the provisions of Paragraphs 22.1 to 22.4 of these General Conditions in all subcontracts or purchase orders issued hereunder.

22.6 The Contractor shall make available to the Contracting Officer, upon written request, all records required to be kept by this Contract or by Article 3-A of the Lien Law. The failure to provide said records upon the receipt of the written request shall bar any recovery for claimed extra or additional costs under this Contract.

ARTICLE 23 – LABOR LAW PROVISIONS

23.1 The contractor shall post, in a location designated by the State, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this Project, a copy of all re-determinations of such schedules for the Project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the Site, the Department of Labor notice

that this Project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for the occupation at which he or she is working, and all other notices which the State directs the contractor to post. The contractor shall provide a surface for such notices which is satisfactory to the State. The contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. The contractor shall post such notices before commencing any Work on the Site and shall maintain such notices until all Work on the Site is complete.

23.2 The contractor shall distribute to each worker for this Contract a notice, in a form provided by the State, that this Project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of contractor and all Subcontractors and all employees of Suppliers entering the Site. Such notice shall be distributed to each worker before he or she starts performing any Work of this Contract. At the time of distribution, the contractor shall have each worker sign a statement, in a form provided by the State, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by Paragraph 23.9 of these General Conditions.

23.3 The contractor shall maintain on the Site the original certified payroll or certified transcripts thereof which the contractor and all of its Subcontractors are required to maintain pursuant to New York Labor Law Section 220. The contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to Paragraph 23.8 of these General Conditions.

23.4 A contractor or subcontractor who is required under New York Labor Law Section 220 to maintain transcripts of payroll records must submit to the contracting agency a transcript of the original payroll record within thirty days of issuance of its first payroll and every thirty days, thereafter. The copy of the payroll record must be subscribed and affirmed as true under penalty of perjury. The copy must include the contract number and should be directed to the Director's Representative at the job site. The Director's Representative is hereby designated as the individual responsible for the receipt, collection and review for authenticity of payroll records filed for this contract, consistent with Article 23.10, General Conditions and subparagraph (iii) and (iv) Section 220 Labor Law.

23.5 In accordance with New York Labor Law §222-H, the contractor agrees where the total cost of all work to be performed under the contract is at least two hundred fifty thousand dollars; all laborers, workers, and

mechanics employed in the performance of this contract on the public work site, either by the contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States department of labor's occupational safety and health administration that is at least ten hours in duration.

23.6 In accordance with New York Labor Law § 220 (3) (a), the Contractor and every sub-contractor agrees to notify all laborers, workers or mechanics in their employ in writing of the prevailing rate of wage for their particular job classification. Such notification shall be given to every laborer, worker or mechanic on their first pay stub and with every pay stub thereafter. At the beginning of performance of every public works contract, and with the first paycheck after July first of each year, the Contractor and every sub-contractor shall notify all laborers, workers, and mechanics in their employ in writing, in accordance with such form as is prescribed by the department, of the telephone number and address for the department. The notice shall also inform each laborer, worker, or mechanic of his or her right to contact the department or some other representative if, at any time while working for the public works contractor or sub-contractor, he or she does not receive the proper prevailing rate of wages or supplements for his or her particular job classification that he or she is entitled to receive under the contract.

ARTICLE 24 - STATUTORY REQUIREMENTS FOR RESTRICTIONS ON CONTACTS DURING THE PROCUREMENT PROCESS AND DISCLOSURE OF CONTACTS AND RESPONSIBILITY OF OFFERERS MISCELLANEOUS PROVISIONS

24.1 New York State Finance Law §139-k requires that every procurement contract award subject to the provisions of State Finance Law §139-k or §139-j shall contain a certification by the offerer that all information provided to the procuring governmental agency with respect to State Finance Law §139-k is complete, true and accurate. The Contractor shall provide that certification in his contract or agreement.

24.2 New York State Finance Law

24.2.1 New York State Finance Law § 139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163 (9). In accordance with State Finance Law § 139-k, an offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by

any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity.

24.2.2 As part of its responsibility determination, State Finance Law § 139-k(3) mandates consideration of whether an offerer fails to timely disclose or complete information regarding the above non-responsibility determination. In accordance with law, no procurement contract shall be awarded to any offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The required forms to be completed by the offerer must be submitted to the Governmental Entity conducting the government procurement. The Governmental Entity will have included the disclosure request in its solicitation of proposals or bid documents or specifications of contract documents, as applicable, for procurement contracts.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

25.1 Appendix A, standard clauses for all N.Y. State contracts, is attached hereto and is made a part of this agreement as if set forth herein.

25.2 If, in carrying out this Work, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor shall install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of Contractor's failure to comply, as provided by Section 222-a of the Labor Law, the Contract shall be void.

25.3 RETAINED PERCENTAGES: The Contractor agrees that, if the Contract Documents for this Contract includes Performance and Payment Bonds, the State shall retain five percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law. The Contractor further agrees that, if the Contract Documents for this Contract do not include Performance and Payment Bonds, the State shall retain ten percent of the amount of each progress payment in accordance with Section 139-f of the State Finance Law.

25.4 DOMESTIC STEEL: The Contractor agrees, that if the value of this contract exceeds \$100,000 all structural steel, reinforcing steel and other major steel items to be incorporated in the Work of this Contract shall be produced and made in whole or substantial part in the United States, its territories or possessions.

25.5 COMMENCEMENT OF ACTIONS: The time, as prescribed by law, within which an action on the contract against the Contractor must be commenced shall be computed from the completion of physical work. The Contractor may notify the State in writing that the physical work of the contract has been completed by specifying a completion date, which date shall be no more than thirty days previous to the date of such notice. The completion date set forth in such notice shall be deemed the date of completion of the physical work unless the State, within thirty days of receipt of such notice, notifies the Contractor in writing of its disagreement. Any notice pursuant to this paragraph shall be sent by the Contractor by Certified Mail and addressed to:

Division of Contract Administration
Contracting Officer
35th Floor, Corning Tower
Albany, New York 12242

25.5.1 In the event that the Contractor fails to send the notice provided for herein or the State disagrees in the manner provided for herein, the date of completion of the physical work shall be determined in any other manner provided by law.

25.6 WORKER'S COMPENSATION LAW: In accordance with Worker's Compensation Law (WCL) §141-b (Suspension and Debarment), any person subject to a final assessment of civil fines or penalties or a stop-work order, or that has been convicted of a misdemeanor for a violation of WCL §§ 26 (Enforcement of Payment in Default), 52 (Effect of Failure to Secure Compensation) or 131 (Payroll Records), and any substantially-owned affiliated entity of such person, shall be ineligible to submit a bid on or be awarded any such public work contract or subcontract with the State, any municipal corporation or public body for a period of one

(1) year from the final determination or conviction. Any person convicted of a felony under Article 8 (Administration) of the WCL, or a misdemeanor under WCL §§125 (Job Description Prohibited Based on Prior Receipt of Benefits) and 125-a (Civil Enforcement) shall be ineligible to submit a bid or be awarded any public work contract or subcontract with the State, any municipal corporation or public body for a period of five (5) years from such conviction.

25.7 ENVIRONMENTAL CONSERVATION LAWS: The Contractor certifies and warrants that all heavy duty vehicles, as defined in New York State Environmental Law (ECL) section 19-0323, to be used under this Contract, will comply with the specifications and provisions of ECL section 19-0323 and any regulations promulgated pursuant thereto, which requires the use of BART and ULSD, unless specifically waived by NYSDEC. Qualification for a waiver under this law will be the responsibility of the Contractor.

25.8 REPORTING OF ILLEGAL ACTIVITY: During the term of the contract, the Contractor agrees to report any observed or suspected illegal activity of its employees, agents or other third parties, to the Contracting Officer at 518-474-0201, the Group Director, OGS Legal Services, the State Inspector General or other law enforcement agency. Failure to report criminal conduct associated with a contract awarded by the Office of General Services, will be considered a material breach of the contract and may provide grounds for disqualification of the subject Contractor or Subcontractor for award of future contracts. The Contractor will include the provisions of this section in every subcontract, in such a manner that the provisions will be binding upon each Subcontractor as to work performed in connection with the State contract.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a

purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the

premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information

will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will

affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process

upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
e-mail: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<http://esd.ny.gov/MWBE/directorySearch.html>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the

Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

1. If the Contractor performs the Contract, the Surety and the Contractor shall have no obligation under the Performance Bond.
2. The Surety's obligation under this Bond shall arise after:
 - 2.1 The State has notified the Contractor and the Surety in writing that the State is considering declaring a Contractor in default, or
 - 2.2 The State has declared a Contractor in default and formally terminated the Contractor's right to complete the Contract, and
 - 2.3 The State has agreed to pay the Balance of the Contract Price to the Surety or to a Contractor selected to complete the Contract in accordance with the terms of the Contract with the State.
3. The Surety shall promptly and at its own expense, take the following actions:
 - 3.1 Undertake to perform and complete the Contract, through its agent or retained contractor; according to the following schedule:

Day 1-10	Immediately begins its investigation and advises OGS of its Representatives.
Day 10-25	Visits Site with OGS representatives to review the contract documents and completed work; and determines extent of acceptable Work.
Day 25-30	Submits proposed completion contractor, completion plan, and CPM as required, for approval by the Office of General Services.
- | | |
|-----------|---|
| Day 30-44 | As completing contractor, the surety or its representative, presents its list of subcontractors to OGS for approval. Additionally an Insurance Certificate naming the Surety and completion Contractor as named insured must be submitted to the Contracting Officer prior to the beginning any completion of the Work. The completion plan and schedule is returned to Surety. |
| Day 45 | Surety begins the Completion of the Work. |
4. If the Surety does not proceed with reasonable promptness, the Surety shall be deemed to be in default on the Bond, and the State shall be entitled to enforce any remedy available pursuant to the terms of the contract.
5. After the State has terminated the Contractor's right to complete the Contract, and if the Surety elects to act then the responsibilities of the Surety to the State shall not be greater than those of the Contractor under the Contract, and the responsibilities of the State to the Surety shall not be greater than those provided under the Contract. To the limit of the amount of this Bond, the Surety is obligated to correct defective work and complete the work of the Contract in a timely manner.
6. The penal sum of the Performance Bond furnished by the contractor to the State, approved and filed with the Office of the State Comptroller, in no way shall be impaired or affected by any other bond that may relate to the contract in question.

END OF DOCUMENT

DOCUMENT 007305

SUPPLEMENTARY CONDITIONS - LIQUIDATED DAMAGES

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 2 - DEFINITIONS

2.11 Delete this Paragraph in its entirety, substitute the following:

2.11 The term “liquidated damages” means the amount of money to be assessed against the Contractor for delay in completion of the Work.

ARTICLE 13 - TIME OF COMPLETION AND TERMINATION FOR CAUSE

13.3 Liquidated Damages: Should Contractor fail to substantially complete the Work within the time frame set forth in the contract, or as described in a subsequent Order(s) on Contract, the Group Director may assess Liquidated Damages for such failure in the amount of \$1,000.00 per day until such time as the Group Director determines that the Work is substantially complete as defined in Section 2.21 herein. Should Contractor fail to achieve physical completion of the work within the time frame set forth in the contract, the Group Director may assess Liquidated Damages for such failure in the amount of \$500.00 per day until such time as the Group Director determines that the Work is physically complete as defined in Section 2.12 herein. Notwithstanding the provisions of Article 21 herein, Contractor agrees that the Group Director may withhold the sum of the Liquidated Damages from payments to be made to Contractor as compensation to the State for administrative fees and public inconvenience.

13.3.1 Delete this Paragraph in its entirety and replace with.

13.3.1 Contract Award Submittals: The Contractor agrees that upon failure to submit Contract Award Submittals as specified in Section 011000, the Contractor shall pay to the State an Administrative surcharge in the amount of \$75.00 per day for each day of delay, until all Contract Award Submittals are received. Notwithstanding the provisions of Article 21 herei

DOCUMENT 007321

SUPPLEMENTARY CONDITIONS – IRAN DIVESTMENT ACT

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 25 - MISCELLANEOUS PROVISIONS

Add the following paragraphs:

- 25.9 By entering into this Contract, Contractor certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the Contract will be required to certify that it is not on the Prohibited Entities List before OGS may approve a request for Assignment of Contract.

During the term of the Contract, should OGS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OGS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OGS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OGS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

END OF DOCUMENT

DOCUMENT 007322

SUPPLEMENTARY CONDITIONS - WORKERS' COMPENSATION

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provision of that part shall remain in effect.

ARTICLE 19 - INSURANCE - BUILDER'S RISK, LIABILITY AND WORKERS' COMPENSATION

Add the following paragraphs to 19.2.1:

The contractor agrees that pursuant to WCL Section 141-b, this contract may be terminated if it is determined that at the time of either the bid submission or contract award, the contractor was, in fact, debarred by WCL Section 141-b, or was a substantially owned affiliate of a debarred contractor.

Additionally, the contractor agrees that it must replace, at no additional charge to the State, any subcontractor who the State or the contractor learns was debarred by WCL Section 141-b prior to or during the contract.

END OF DOCUMENT

DOCUMENT 007324

**SUPPLEMENTARY CONDITIONS - ENCOURAGING USE OF NEW YORK STATE
BUSINESSES IN CONTRACT PERFORMANCE**

This supplement modifies the General Conditions. Where any part of the General Conditions is modified by this supplement, the unaltered provisions of that part shall remain in effect.

ARTICLE 25 – MISCELLANEOUS PROVISIONS

Add the following paragraphs:

25.11 Encouraging New York State Businesses

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that all government entities benefiting from this contract will be strongly encouraged, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

Bidders can demonstrate their commitment to the use of New York State businesses by responding to the question shown below ***on the Bid Form for this project:***

Will New York State Businesses be used in the performance of this contract? ☐ Yes ☐ No

The successful bidder who answers "Yes" to this question on the bid form will be required to list the New York State business(es) that will be used on the **Contractor's List of Subcontractors/Suppliers** (Form BDC 329), which must be submitted within ***fifteen (15) days after award*** of the contract.

END OF DOCUMENT

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SECTION 01010 – SUMMARY of WORK

1. WORK INCLUDED

Construction of the new Multi-purpose pool complete with all work required to produce an operating and useable system. Work shall include demolition, site work, new pool, new filter and sanitizing system, minor electrical and plumbing work all located at the West Branch Recreation & Aquatic Center in the Town of Delhi, New York. The Work shall be performed under a single contract inclusive of all general, pool, plumbing and electrical work. The Contractor shall be responsible for all the items noted below and in all specifications herein attached and as shown on the drawings. The Work described below is intended to give a broad overview of the project. For a complete, detailed description of the Work, it is necessary to refer to the accompanying Drawings and Specifications. The Work includes, but is not limited to:

1.1 Contractor's duties:

- A. Contractor shall provide and pay for those items required for the timely completion of all Work. This shall include:
 - 1. Labor, materials and equipment required for the Work.
 - 2. Tools, construction equipment and material.
 - 3. Water, heat and utilities required.
 - 4. All other facilities and services necessary for proper execution and completion of the Work.
 - 5. All materials and equipment shall be new and made in the United States of America.
 - 6. All labor shall be first class and performed by workers trained in their particular trade.
- B. Owner is exempt from Sales Tax.
 - 1. Obtain Sales Tax exemption number and certificate from Owner.
 - 2. Place exemption number on all invoices for all materials for this Project.
 - 3. Upon completion of Work, file with Owner notarized statement that all purchases made under exemption were entitled to be exempt.
 - 4. Pay legally assessed penalties for improper use of exemption number.
- C. Secure and pay such fees as necessary for proper execution and completion of Work and, as applicable, at time of receipt of Bid:
 - 1. Permits for Construction (including Municipal as required)
 - 2. Government Fees
 - 3. Licenses
 - 4. Inspections of Work as required by Utilities, Municipality, County and State.
 - 5. Department of Health inspections and fees.
- D. Comply with all Codes, Ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on the performance of the Work.

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- E. Provide required notices to all governmental agencies and utilities, including local Department of Health and Construction departments before commencement of Work within their jurisdiction. These notices shall be given promptly such that all cognizant agencies can give timely approvals and schedule necessary inspections.
- F. Promptly submit written notice to Engineer of observed variance of the Contract Documents from legal requirements of the jurisdictional cognizant agencies. Upon notification the Engineer will issue appropriate modifications to the Contract Documents as required.

1.2 CONTRACT

All Work shall be performed under a single Lump Sum/ fixed price Contract with Owner and is briefly outlined below for the convenience of the Contractor. The Contractor shall note that a complete description of the Work is given on the Contract Drawings and individual specifications that govern the Work

- A. General Responsibilities
 - 1. It will be necessary for the Contractor to be thoroughly familiar with the Work. The Contractor must use workers competent in their respective trades. The Contractor shall schedule and coordinate all its Work with it's Sub-Contractors and provide an orderly completion of the Project on a timely basis. The Contractor shall make all interconnections and hookups as needed to provide a complete and operating facility.
 - 2. The Contractor shall protect it's work from damage resulting from all causes (i.e.; the Public, sub-contractor's, , vandalism, weather, contamination, and their own activities)
 - 3. The Contractor shall provide representatives on site to assist when it's Work is being inspected by Governmental authorities, the Engineer or by the Owner and shall have access at all times.
 - 4. The Contractor shall provide all temporary services for the execution of its Work, the work of it's sub-contractor's and the needs of the inspecting agencies including, but not limited to, all Utilities and safety equipment, materials, fencing, etc necessary for completion of the Work
- B. Demolition
 - 1. All materials shall be demolished using power methods. Blasting will not be permitted. Contractor shall remove all materials and equipment to an appropriate dump site or salvage yard.
 - 2. Site Work
 - a. Construction access road. Remove and repair ground cover upon completion of work
 - b. Site rough and fine grading
 - c. Excavating, trenching, backfilling and compaction

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- d. Pool decks, including stamped edges, graphics
- e. Sidewalks
- f. Deck drainage
- g. Ground cover
- h. Landscaping
- i. Dewatering
- j. Site cleanup
- k. Runoff water control
- l. Soil erosion control
- 3. Building Work
 - a. See Architectural Plans.
- 4. Multi-purpose Pool Work
 - a. Installation of new pool structure.
 - b. New aquatic features and circulation system.
 - c. White plaster interior finish.
 - d. Recirculation system, incl: piping to filter room.
 - e. New Filtration system
 - f. New Sanitizing system
 - g. New pool interior and deck graphics
 - h. New deck equipment
 - i. Testing and checkout of systems
- 5. Plumbing Work
 - a. Makeup water to multi-purpose pool
 - b. Deck drainage (see item 3f above)
 - c. Connection to Sanitary sewer (6" air gap)
- 6. Electrical Work
 - a. Removal of wading pool electrical equipment (see item 2g above), maintain electrical service to existing bathhouse.
 - b. New sub-panel and motor starters
 - c. Wiring of all control devices including chemical controller, chemical feeders, level controller, flow meters, etc
 - d. Re-wire Emergency Shut-off switch for Multi-purpose pool
 - e. Grounding and Bonding

END OF SECTION

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SECTION 01027 – APPLICATIONS FOR PAYMENT

PART 1 - GENERAL

1.1 SCHEDULE OF VALUES

Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule and phasing plan.

- A. Correlate line items in the Schedule on Values with other schedules and forms, including, but not limited to the following:
 - 1. Contractor's Construction Schedule.
 - 2. Application for Payment form.
 - 3. List of Subcontractors.
 - 4. List of Products.
 - 5. Schedule of submittals.
- B. Submit the Schedule of Values for approval to the Owner/Engineer 15 days after signing of Contract. Schedule of Values shall be broken down by work items, with an applicable lump sum for each work item. This value will include all costs of labor, material, equipment, overhead and profit. Payment will be made on percentage of work complete. This is to include all subcontractor work.
- C. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format identifying the following:
 - 1. Project name and location.
 - 2. Name of Owner.
 - 3. Name of Engineer.
 - 4. Project number.
 - 5. Contractor's name and address.
 - 6. Date of submittal
 - 7. In tabular form, also identify:
 - a. Generic name
 - b. Related Specification Section
 - c. Name of subcontractor
 - d. Name of manufacturer or fabricator
 - e. Name of supplier
 - f. Change Order (numbers) that have affected value.
 - g. Dollar value.
 - h. Percentage of Contract Sum to the nearest one-hundredth percent, adjusted to total 100 percent.
- D. Each item where an Application for Payment includes products purchased or fabricated and stored at the job site, will be paid for on the basis of the Vendor's invoice less 10%. Any portion of stored materials paid for by the Owner will be the property of the Owner with no claim ability of said portion by the vendor.

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- E. Update and resubmit the schedule when Change Orders or Construction Change Directives change the Contract Sum.

1.2 APPLICATIONS FOR PAYMENT

Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and paid for by the Owner.

- A. Payment applications dates shall be as indicated in the Agreement and shall cover the period as indicated on the application
- B. Payment application forms shall be submitted on AIA Document G702 and Continuation Sheets G703.
- C. Complete every entry, including notarization and execution by persons authorized to sign on behalf of the Owner. Entries shall match data shown on the Schedule of Values and Contractor's Construction Schedule as maintained including any revisions, change orders or construction change directives that may apply.
- D. Submit three (3) executed copies of each application the Engineer within 24 hours; one copy shall be complete, including all waivers of lien and similar attachments. Transmit each copy with a Letter of Transmittal listing application and all attachments.
- E. With each application, submit waivers of lien from every entity who may file a lien arising out of the Contract and related to the Work covered by the payment. The waiver of lien form shall be in a executable manner as approved by the Owner.

1.3 INITIAL APPLICATION FOR PAYMENT

Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:

- A. List of subcontractors
- B. List of suppliers and fabricators
- C. Schedule of Values
- D. Contractor's Construction Schedule
- E. Submittal Schedule
- F. List of Contractor's staff assignments
- G. Copies of Building permits
- H. Copies of licenses from governing authorities
- I. Certificates of insurance and insurance policies
- J. Performance and Payment Bonds

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1.4 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

Following issuance of the Certificate of Substantial Completion, submit an Application of Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:

- A. Occupancy permits.
- B. Warranties and maintenance agreements
- C. Test/adjust/balance records
- D. Maintenance instructions
- E. Meter readings
- F. Change-over information related to Owner's occupancy
- G. Final cleaning
- H. Application for reduction of retainage and Consent of Surety

1.5 FINAL PAYMENT APPLICATION

Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:

- A. Completion of Project closeout requirements.
- B. Completion of items specified for completion after Substantial Completion
- C. Transmittal of required Project construction records to Owner
- D. Proof that taxes, fees and similar obligations have been paid
- E. Change of door locks to Owner's access.

END OF SECTION

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SECTION 01030 – ALTERNATES / ALTERNATIVES

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. Depending on availability of funds, Owner may add certain portions of Work as described below. The additional work will not necessarily be selected in any given order and certain combinations of Add and Deduct alternates may be selected as best fits the requirements of the Project and the Owner's needs.
- B. Alternate Bids shall include all materials and installation costs fitting to adjoining Work, overhead, profit and insurance costs, as well as incidental Work required in connection herewith. All work shall be included in Contractor's guarantees and standard of quality and specifications required under the Base Bid and to that shown or Specified for similar Work.

1.2 RELATED SECTIONS

- A. All sections of Technical Specifications division 2 through 16

1.3 ALTERNATES

NONE AT THIS TIME

END OF SECTION

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SECTION 01035 – MODIFICATION PROCEDURES

1. GENERAL

- 1.01 GENERAL: This section specifies administrative and procedural requirements for handling and processing Contract modifications.
- 1.02 MINOR CHANGES IN THE WORK: Supplemental instructions authorizing minor changes in the Work, not involving adjustment to Contract Sum or Time, will be issued by the Architect on AIA form G710, with approval signature by the Owner.
- 1.03 CHANGE ORDER PROPOSAL REQUESTS: Proposal requests that adjustment to the Contract Sum or Time if accepted, will be issued by the Architect, with a detailed description of the proposed change and supplemental or revised Drawings and Specification. Proposal request are for information only and shall not be considered as instruction to stop work in progress, or to execute the change.
- a. Unless otherwise indicated, within twenty days of receipt, submit an estimate of cost to execute the change.
 - 1. Indicate a list of quantities of products to be purchased and unit costs, along with the amount of purchases to be made. If requested, furnish survey data to substantiate quantities.
 - 2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 3. Include a statement indicating the effect the proposed change in the Work will have on the Contract time.
 - b. All change orders must be approved by the Owner in writing before any work shall begin.
- 1.04 CONTRACTOR INITIATED CHANGE ORDER PROPOSAL REQUESTS: When unforeseen conditions due to changed job site conditions require modifications to the Contract' the Contractor may propose changes by submitting a request to the Owner/Architect
- a. Include a statement outlining reasons for the change. Provide a complete description of the change. Indicate effect of the proposed change on the Contract Sum and Time.
 - b. Include a list of quantities of products to be purchased and unit costs, along with amount of purchases to be made. If requested, furnish survey data to substantiate quantities.

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- c. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- d. Comply with requirements in Section “Product Substitutions” if the change requires substitution of one product or system specified.
All change orders must be approved by the Owner before any work can be started.

1.05 PROPOSAL REQUEST FORM: Use AIA Document G 709.

1.06 CHANGE ORDERS:

Submit claims for increased costs because of change in scope or nature of the allowance described in contract documents, whether for purchase amount or Contractor’s handling, labor, installation, overhead and profit, within 20 days of receipt of change order or construction change directive authorizing work to proceed. Claims submitted later than 20 days will be rejected.

- a. Change order cost amount shall not include Contractor’s or subcontractor’s indirect expense except when clearly demonstrated that the nature or scope of work required was changed from what could have been foreseen from the allowance description and other information in contract documents.
- b. No change to Contractor’s indirect expense is permitted for selection of higher or lower priced materials or systems, of the same scope and nature as originally indicated.

1.07 CONSTRUCTION CHANGE DIRECTIVE: When the Owner and Contractor are not in agreement on terms of a Change Order Proposal Request, the Architect may issue Construction Change Directive on AIA Form G714, instructing the Contractor to proceed with a change, for subsequent inclusion in a Change Order.

- a. Construction Change Directive will contain a complete description of the change and designate method to be followed to determine change in the Contract Sum or Time.

1.08 DOCUMENTATION: Maintain detailed records on a time and material basis of work required by the Construction Change Directive. Obtain an Owners signature at the end of each working day that work has been done to verify contractor supporting data.

- a. After completion of the change submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract. Supporting data which is not approved on a daily basis, by the Owner, will not be accepted.

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- 1.09 CHANGE ORDER PROCEDURES: Upon the owner's approval of Change Order Proposal Request, the Architect will issue a Change Order for signatures of the Owner and Contractor on AIA Form G701, as provided in the Conditions of the Contract.

END OF SECTION

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SECTION 01040– PROJECT COORDINATION

1. GENERAL

1.01 This Section specifies requirements for project coordination including:

- a. Coordination.
- b. Administrative and supervisory personnel.
- c. General installation provisions.
- d. Cleaning and Protection.

1.02 COORDINATION:

- a. Coordinate activities included in various Sections to assure efficient and orderly installation of each component. Coordinate operations included under different Sections that are dependent on each other for proper installation and operation.
 - 1. Where installation of one component depends on installation of other components before or after its own installation, schedule activities in the sequence required to obtain the best results.
 - 2. Where space is limited, coordinate installation of different components to assure maximum accessibility for maintenance, service and repair.
 - 3. Make provisions to accommodate items scheduled for later installation.
- b. Prepare memoranda for distribution to each party involved outlining required coordination procedures. Include required notices, reports, and attendance at meetings.

1.03 ADMINISTRATIVE PROCEDURES:

- a. Administrative Procedures: Coordinate scheduling and timing of administrative procedures with other activities to avoid conflicts and ensure orderly progress.
Such activities include:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project closeout activities.

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- b. Progress Schedule and Status of Construction: The contractor shall confer with the Architect and Owner and submit for approval, a schedule of planned construction progress and procedure. The schedule of planned construction will be updated on a monthly basis and submitted to the Owner on the 1st working day of each month.
- c. Construction Procedure: The General Contractor shall confer with the Architect and Owner and shall outline a construction procedure, for approval by the Architect, prior to commencement of construction. The construction procedure must be approved in writing by the Architect and Owner prior to its incorporation as a work procedure. Planned construction procedure will be submitted to Owner/Architect on a weekly basis on the 1st working day of the week.
- d. Coordination Drawings:
 - 1. Prepare Coordination Drawings where close coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space necessitates maximum utilization of space for efficient installation of different components.
 - a. Show relationship of components shown on separate Shop Drawings.
 - b. Indicate required installation sequences.
 - c. Refer to Division-15 Section "Basic Mechanical Requirements," and Division-16 Section "Basic Electrical Requirements" for requirements for mechanical and electrical installations.
- A.
 - e. Staff Names: Within 15 days of Notice to Proceed, submit a list of Contractor's staff assignments, including Superintendent and personnel at the site; identify individuals, their duties and responsibilities, addresses and telephone numbers.
 - 6. Post copies in the Project meeting room, the field office, and at each temporary telephone.
 - f. Inspection of Conditions: The Installer of each component shall inspect the substrate and conditions under which Work is performed. Do not proceed until unsatisfactory conditions have been corrected.
 - g. Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that they are more stringent than requirements in Contract Documents.

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- h. Inspect material immediately upon delivery and again prior to installation. Reject damaged and defective items.
- I. Provide attachment and connection devices and methods necessary for securing each construction element. Secure each construction element true to line and level. Allow for expansion and building movement.
- j. Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints to obtain the best effect. Refer questionable choices to the Architect for decision.
- k. Recheck measurements and dimensions, before starting installation.
- l. Install each component during weather conditions and project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.
- m. Coordinate temporary enclosures with inspections and tests, to minimize uncovering completed construction for that purpose.
- n. Mounting Heights: Where mounting heights are not indicated, install components at standard heights for the application indicated. Refer questionable decisions to the Architect.

1.03 CLEANING AND PROTECTING:

- a. Cleaning and Protection: During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - 1. Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - 2. Limiting Exposures: Supervise operations to ensure that no part of construction, completed or in progress, is subject to harmful or deleterious exposure. Such exposures include:
 - a. Excessive static or dynamic loading.
 - b. Excessive internal or external pressures.
 - c. Excessive weathering.
 - d. Excessively high or low temperatures or humidity.
 - e. Air contamination or pollution.

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- f. Water or ice.
- g. Chemicals or solvents.
- h. Heavy traffic, soiling, staining and corrosion.
- i. Rodent and insect infestation.
- j. Unusual wear or other misuse.
- k. Contact between incompatible materials.
- l. Theft or vandalism.

END OF SECTION

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SECTION 01045– CUTTING AND PATCHING

1. GENERAL

- 1.01 RELATED DOCUMENTS: Refer to other sections of these Specifications, including Divisions-15 and –16, for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
- 1.02 STRUCTURAL WORK: Do not cut and patch structural elements in a manner that would reduce the load-carrying capacity or load deflection ratio. Obtain approval of the cutting and patching proposal before cutting and patching structural elements.
- 1.03 OPERATIONAL AND SAFETY LIMITATIONS: Do not cut and patch operating elements or safety components in a manner that would reduce their capacity to perform as intended, or would increase maintenance, or decrease operational life or safety. Obtain approval of the cutting and patching proposal before cutting and patching operating elements or safety related systems:
- 1.04 VISUAL REQUIREMENTS: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace Work cut and patched in a visually unsatisfactory manner.
- a. Retain the original installer or fabricator to cut and patch the following categories of exposed Work, or if it is not possible engage a recognized experienced and specialized firm:
 - 1. Concrete unit masonry.
 - 2. Concrete slabs.
 - 3. Metal roof panel.
- 1.05 OPENINGS, CUTTINGS, CHANNELS, PATCHING RESPONSIBILITIES:
- a. The General Contractor shall be responsible for furnishing and setting of sleeves, built-in items, anchors, inserts, etc. for his work. The General Contractor shall build these items into the construction.
 - b. The General Contractor shall build recesses, channels, chases, openings, and flues, and leave or create holes where shown on drawings or where directed for steam, water or other piping, electrical conduits, switch boxes, panel boards, flues and ducts, or any other feature of heating and ventilation work. All Contractors requiring such recesses, channels, chases, openings, etc., shall furnish to the General Contractor through the Architect complete detail

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drawings for all chases and openings required in connection with the work. Such information shall be furnished in complete form and in ample time to allow the construction work to proceed without interruption or delay.

- c. The General Contractor shall close, build in and finish around or over all openings, chases, channels, pockets, etc., after installation has been completed (unless noted otherwise on the drawings).
- d. In the event that any Contractor fails to furnish the information as above required in time, said Contractor shall at his own expense do all cutting, re-building and finishing and shall employ the General Construction Contractor for such work.
- e. Positive instructions in writing shall be obtained from the Architect, his representative, and/or the Structural Engineer, before cutting or boring any floor beams, floor constructions or supporting members.
- f. The General Contractor shall be responsible for supplying all loose lintels required for the completion of the work, including those required for mechanical and electrical openings and penetrations whether shown on the drawings or not.

2. MATERIALS

2.01 MATERIALS: Use materials identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible. Use materials whose performance will equal or surpass of existing materials.

3 EXECUTION

3.01 INSPECTION: Before cutting, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

3.02 TEMPORARY SUPPORT: Provide temporary support of Work to be cut.

3.03 PROTECTION: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions that might be exposed during cutting and patching operations.

- a. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

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- b. Take all precautions to avoid cutting existing pipe, conduit or ductwork serving the building, but scheduled to be removed or relocated until provisions have been made to bypass them.

3.04 PERFORMANCE: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay

- a. Cut existing construction to provide for the installation of other components or the performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

3.05 CUTTING: Cut existing construction using methods least likely to damage elements to be retained or adjoining construction. Where possible review procedures with the original installer; comply with the original installer's recommendations.

- a. Where cutting is required use hand or small power tools designed for sawing or grinding, not hammering or chopping. Cut holes and slots to size required with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
- b. Cut through concrete and masonry using a cutting machine such as a Carborundum saw or diamond core drill.
- c. Comply with requirements of applicable sections of Division-2 where cutting and patching requires excavating and backfilling.
- d. By-pass utility services such as pipe or conduit, before cutting, where services are shown or required to be removed, relocated or abandoned. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.

3.06 PATCHING: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

- a. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

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- b. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - c. Where the removal of walls or partitions extend one finished area into another, patch and repair floor and wall surfaces in the new space to provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary to achieve uniform color and appearance.
 - 1. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken containing the patch, after the patched area has received primer and second coat.
 - d. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.
- 3.07 CLEANING: Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove paint, mortar, oils, putty and similar items. Thoroughly clean piping, conduit and similar features before painting or finishing is applied. Restore damaged pipe covering to its original condition.

END OF SECTION

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SECTION 01090– DEFINITIONS AND STANDARDS

1. GENERAL

1.01 DEFINITIONS: Basic Contract definitions are included in the General Conditions.

- a. Indicated refers to graphic representations, notes or schedules on Drawings, or Paragraphs or Schedules in Specifications, and similar requirements in Contract Documents. Where terms such as “shown,” “noted,” “scheduled,” and “specified” are used, it is to help locate the reference.
- b. Directed: Terms such as “directed”, “requested”, “authorized”, “selected” “approved”, “required”, and “permitted” mean “directed by the Architect”, “requested by the Architect”, and similar phrases. No implied meaning shall be interpreted to extend the Architect’s responsibility into the Contractor’s supervision of construction.
- a. Approve, used in conjunction with action on submittals, applications, and requests, is limited to the Architect’s duties and responsibilities stated in General and Supplementary Conditions. Approval shall not release the Contractor from responsibility to fulfill Contract requirements.
- b. Regulation includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, and rules, conventions and agreements within the construction industry that control performance of the Work, whether lawfully imposed by authorities having jurisdiction or not.
- c. Furnish means “supply and deliver, ready for unloading, unpacking, assembly, installation, and similar operations.”
- d. Install describes operations at the site including “unloading, unpacking, assembly, erection, anchoring, applying, working to dimension, protecting, cleaning and similar operations.”
- e. Provide means “furnish and install, complete and ready for use.”
- f. Installer: “Installer” is the Contractor or an entity engaged by the Contractor, as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

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1. The term “experienced,” when used with “Installer” means having a minimum of 5 previous Projects similar in size to this Project, and familiar with the precautions required, and with requirements of the authority having jurisdiction.
 - g. Project Site is the space available for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
 - j. Testing Laboratories: A “testing laboratory” is an independent entity engaged to perform specific inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interrupt, results of those inspections or tests.
- 1.02 SPECIFICATION FORMAT: These Specifications are organized into Divisions and Sections based on the Construction Specifications Institute’s 16-Division format and MASTER FORMAT numbering system.
- a. Language used in the Specifications is the abbreviated type. Implied words and meanings will be appropriately interpreted. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and where the context so indicates.
 1. Imperative language is used generally. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the text subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or by others when so noted.
 - a. The words “shall be” shall be included by inference wherever a colon (:) is used within a sentence or phrase.
- 1.03 ASSIGNMENT OF SPECIALISTS: Certain Construction activities shall be performed by specialists, recognized experts in the operations to be performed. Specialists must be engaged for those activities, and assignments are requirements over which the Contractor has no option. Nevertheless, the ultimate responsibility for fulfilling Contract requirements remains with the Contractor.
- 1.04 DRAWING SYMBOLS: Where not otherwise noted, symbols are defined by “Architectural Graphic Standards”, published by John Wiley & Sons, Inc., eighth edition.
- 1.05 MECHANICAL/ELECTRICAL DRAWINGS: Graphic symbols on mechanical

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and electrical Drawings are aligned with symbols recommended by ASHRAE. Where appropriate, they are supplemented by symbols recommended by technical associations. Refer instances of uncertainty to the Architect for clarification before proceeding.

- 1.06 **APPLICABILITY OF STANDARDS:** Except where the Contract Documents include more stringent requirements, applicable industry standards have the same force and effect as if bound or copied into Contract Documents. Such standards are part of Contract Documents by reference. Individual Sections indicate standards the Contractor must keep available at the Project Site.
- 1.07 **PUBLICATION DATES:** Where the data of issue of a referenced standard is not specified, comply with the standard in effect as of date of Contract Documents.
- a. **Updated Standards:** Submit a Change Order proposal where an applicable standard has been revised and reissued after the date of the Contract Documents and before performance of Work. The Architect will decide whether to issue a Change Order to proceed with the updated standard.
- 1.08 **CONFLICTING REQUIREMENTS:** where compliance with two or more standards that establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced. Refer uncertainties as to which quality level is more stringent to the Architect for a decision before proceeding.
- a. **Minimum Quantities or Quality Levels:** The quantity or quality shown or specified is the minimum to be provided or performed. Indicated values are minimum or maximum values, as appropriate for the requirements. Refer instances of uncertainty to the Architect for decision before proceeding.
- 1.09 **COPIES OF STANDARDS:** Each entity engaged on the Project shall be familiar with standards applicable to that activity. Copies of applicable standards are not bound with the Contract Documents.
- a. Where copies of standards are not needed for performance of required construction activity, the Contractor shall obtain copies directly from the publication source.
- b. Although copies of standards needed for enforcement of requirements may be part of submittals, the Architect reserves the right to require submittal of additional copies for enforcement of requirements.

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1.10 ABBREVIATIONS AND NAMES: Where acronyms or abbreviations are used in the Specifications or other Contract Documents they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries.

1.11 PERMITS, LICENSES, AND CERTIFICATES: For the Owner's records, submit copies of permits, licenses, certificates, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the Work.

1.12 SUBSTITUTIONS: No product substitutions for those products specified will be allowed.

2. PRODUCTS

(Not Applicable)

3. EXECUTION

(Not Applicable)

END OF SECTION

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SECTION 01200-PROJECT MEETINGS

1. GENERAL

1.01 SUMMARY:

- a. This Section specifies requirements for Project meetings including:
 - 1. Pre-Construction Conference.
 - 2. Pre-Installation Conferences.
 - 3. Progress Meetings. (Construction Job Meetings.)
 - 4. Special Meetings

1.02 PRE-CONSTRUCTION CONFERENCE: Conduct a pre-construction conference after execution of the Agreement and prior to commencement of construction activities. Review responsibilities and personnel assignments.

- a. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, subcontractors, suppliers, manufacturers, and other concerned parties shall be represented by persons authorized to conclude matters relating to the Work.
- b. Agenda: Discuss significant items that could affect progress, including the tentative construction schedule, critical sequencing, use of the premises, procedures for processing Change Orders and equipment deliveries.

1.03 PRE-INSTALLATION CONFERENCE: Conduct a pre-installation conference before each activity that requires coordination with other construction. The Installer and representatives of manufacturers and fabricators involved in the installation, and coordination or integration with other materials and installations that have preceded or will follow, shall attend. Advise the Architect and Owner of scheduled meeting dates.

- a. Review progress of other activities and preparations for the activity under consideration at each conference, including time schedules, manufacturer's recommendations, weather limitations, substrate acceptability, compatibility problems and inspection and testing requirements.
- b. Record significant discussions, agreements and disagreements of each conference, along with the approved schedule. Distribute the meeting record to everyone concerned, promptly, including the Owner and Architect.

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- c. Do not proceed if the conference cannot be successfully concluded. Initiate necessary actions to resolve impediments and reconvene the conference at the earliest feasible date.

1.04 PROGRESS MEETINGS: Conduct progress meetings at the 1st and 15th day of each month at the site during heavy construction and once each week during finish construction. Notify and coordinate with the Owner and Architect of scheduled dates. Coordinate meeting dates with preparation of the payment request.

- a. Attendees: The Owner and Architect, each subcontractor, supplier or other entity concerned with progress or involved in planning, coordination or performance of future activities shall be represented by persons familiar with the Project and authorized to conclude matters relating to progress.
- b. Agenda: Review minutes of the previous progress meeting. Review significant items that could affect progress. Include topics appropriate to the current status of the Project.
- c. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's Construction Schedule, whether on time or ahead or behind schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- d. Review the present and future needs of each entity present, including such items as:
 - 1. Time.
 - 2. Sequences.
 - 3. Deliveries.
 - 4. Off-site fabrication problems.
 - 5. Site utilization.
 - 6. Temporary facilities and services.
 - 1. Hazards and risks.
 - 2. Quality and Work standards.
 - 3. Change Orders.
 - 4. Documentation of information for payment requests.

1.05 SPECIAL MEETINGS:

- a. The Architect reserves the right to call, when designated by him, representative of each Contractor and subcontractor, who shall meet at the office of the Architect, or at the office of the General Contractor at the Job, as directed by

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the Architect, to report as to the condition of the work under his charge, or on any other matters pertinent to that conduct of the work. The Owner's representative will also be present.

- b. Those representatives shall be empowered by each Contractor and subcontractor to make at these meetings definite and binding decisions regarding all matters pertaining to the work under this contract, and make proper and definite reports as to conditions of manufacturer, information required, etc.

- 1.06 REPORTING: No later than 7 days after each meeting, the Architect shall distribute copies of minutes of the meeting to each party present and to parties who should have been present. Include a summary, in narrative form, of progress since the previous meeting.

END OF SECTION

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SECTION 01300 - SUBMITTALS

PART- GENERAL

- 1.01 SUMMARY: This Section specifies requirements for handing submittals.
- 1.02 GENERAL PROCEDURES: Coordinate submittal preparation with performance of construction activities, and with purchasing or fabrication, delivery, other submittals and related activities. Transmit in advance of performance of related activities to avoid delay.
- a. Coordinate transmittal of different submittals for related elements so processing will not be delayed by the need to review concurrently for coordination. The Architect reserves the right to withhold action on a submittal requiring coordination until related submittals are received.
 - b. Processing: Allow two weeks for initial review. Allow more time if processing must be delayed for coordination with other submittals. The Architect will advise the Contractor when a submittal must be delayed for coordination. Allow two weeks for reprocessing each submittal.
1. No extension of time will be authorized because of failure to transmit submittals sufficiently in advance of the Work to permit processing.

PART 2 - MATERIALS

(Not Used)

PART 3 - EXECUTION

- 3.01 SUBMITTAL PREPARATION: Place a label or title block on each submittal for identification. Provide a 4" x 5" space on the label or beside the title block on Shop Drawings to record Contractor's review and approval markings and action taken. Include the following information on the label for processing and recording action taken.
- a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.

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- 3.02 SUBMITTAL TRANSMITTAL: Package submittals appropriately for transmittal and handling. Transmit with a transmittal form. Submittals received from other than the Contractor will be returned without action.
- a. Transmittal Form: Use AIA Document G 810. On the form record requests for data, and deviations from Contract Documents. Include Contractor's certification that information complies with Contract Documents.
- 3.03 CONTRACTOR'S CONSTRUCTION SCHEDULE: Submit a fully developed, bar-chart type construction schedule.
- 3.04 SUBMITTAL SCHEDULE: Submit the Submittal Schedule within 15 days of the Notice to Proceed. Coordinate the Schedule with the list of subcontracts, Schedule of Values and list of products as well as the Construction Schedule.
- a. Prepare the Schedule in chronological order; include submittals required during the first 90 days of construction. Provide the following information:
1. Scheduled date for the first submittal.
 2. Related Section number.
 3. Name of subcontractor.
 4. Description of the construction element covered.
 5. Scheduled date the Architect's final release or approval.
- 3.05 DISTRIBUTION OF SCHEDULES: Distribute copies of the Construction and Submittal Schedules to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the temporary field office. When revisions are made, distribute to the same parties and post in the same locations.
- a. Updating: Revise each Schedule on the 1st working day of each month and after each meeting or activity, where revisions have been made. Issue the updated Schedules to concerned parties.
- 3.06 DAILY CONSTRUCTION REPORTS: Prepare a daily construction report, recording information concerning events at the site. Submit a copy of the daily construction report, if required, to the Owner's representative at the site. Included the following information:
- a. List of subcontractors at the site, including manpower.
 - b. High and low temperatures, general weather conditions.
 - c. Accidents, stoppages, delays, shortages, losses.
 - d. Emergency procedures.
 - e. Change Orders received, implemented.

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- f. Partial Completions, occupancies.
- g. Substantial Completions authorized.
- h. Equipment on site.
- i. Manpower on site.
- j. Shop Drawings.

3.07 SHOP DRAWINGS: Submit new information, drawn to accurate scale. Indicate deviations from Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Include the following information:

- a. Dimensions.
- b. Identification of products and materials included.
- c. Notation of coordination requirements.
- d. Notation of dimensions established by field measurement.
- e. Sheet Size: Except for templates, patterns, and similar full-size Drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 36" x 48".
- f. The Contractor shall check and verify all field measurements and shall submit to the Architect four (4) sets of prints, and one (1) set of sepia prints checked and approved by him of all shop or setting drawings and schedules required for the work of the various trades. The prints for use on the job shall bear Architect's signed and dated stamp checked "approved" or "approved as noted".
- g. The Contractor shall be responsible for deviations from drawings and specifications and for errors of any sort in shop drawings or schedules. The Architect's approval of such drawings or schedules shall not relieve the Contractor from responsibility for errors of any sort in shop drawings or schedules. The Architect's approval of all shop drawings shall be for design intent only. The responsibility for the verification and coordination of all dimensions shall be the Contractor's.
- h. The Contractor shall submit all samples as required by the specifications.
- i. Do not use Shop Drawings without a final stamp indicating action taken in connection with construction.
- j. Shop Drawings that have been "rejected" twice, and require further review by the Architect, shall require the Contractor to pay for all further review by the Architect at the Architect's hourly rate.

3.08 PRODUCT DATA: Collect Product Data into a single submittal for each element or system. Mark each copy to show applicable choices and options. Where Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:

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- a. Manufacturer's printed recommendations.
- b. Compliance with recognized trade association standards.
- c. Compliance with recognized testing agency standards.
- d. Application of testing agency labels and seals.
- e. Notation of dimensions verified by field measurement.
- f. Notation of coordination requirements.
- g. Preliminary Submittal: Submit a preliminary single-copy where selection of options is required.
- h. Submittals: Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Architect will retain one, and will return the other marked with action taken and corrections or modifications required.
 - 1. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
- i. Distribution: Furnish copies of final submittal to installers, and others required for performance of construction activities. Show distribution on transmittal forms. Do not proceed with installation until an applicable copy of Product Data is in the installer's possession.

- 1. Do not permit use of unmarked copies of Product Data in connection with construction.

3.09 SAMPLES: Submit full-size Samples cured and finished as specified and identical to the product proposed. Mount, display, or package Samples to facilitate review. Prepare Samples to match the Architect's Sample. Include the following:

- a. Generic description.
- b. Source.
- c. Product name or name of manufacturer.
- d. Compliance with recognized standards.
- e. Availability and delivery time.
- f. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics, and a comparison of these characteristics between the final submittal and the component as delivered and installed. Where variations are inherent in the product, submit multiple units that show limits of the variations.
 - 1. Refer to other Sections for Samples that illustrate details of assembly, fabrication techniques, workmanship, connections, operation and similar characteristics.

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2. Refer to other Sections for Samples to be returned for incorporation in the Work. Such Samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of Sample submittals.
 3. Special Samples: Special sample panels to be erected at the site, from approved materials, shall be supplied and installed by the General Contractor or his subcontractor. These special samples shall include those samples as specified within the applicable specification section, including but not limited to:
 - a. Brick and block veneer panels.
 - b. Ceramic Tile floor and/or wall panels.
 - c. EIFS samples.
 - d. Metal wall panels.
- 3.10 PRELIMINARY SUBMITTALS: Where Samples are for selection of characteristics from a range of choices, submit a full set of choices for the product. Preliminary submittals will be reviewed and returned indicating selection and other action.
- 3.11 SUBMITTALS: Except for Samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit 3 sets; one will be returned marked with the action taken. Maintain Sample sets at the Project site, for quality comparisons.
- a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.
 - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- 3.12 DISTRIBUTION: Prepare additional sets for subcontractors, manufacturers, fabricators, installers, and others as required for performance. Show distribution on transmittal forms.
- 3.13 ARCHITECT'S ACTION: Except for submittals for record, information or similar purposes, where action and return is required, the Architect will review each submittal, mark to indicate action taken, and return. Compliance with specified characteristics is the Contractor's responsibility.
- a. Action Stamp: The Architect will stamp each submittal with a self-explanatory action stamp. The stamp will be appropriately marked to indicate action taken.

END OF SECTION

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SECTION 01400 – QUALITY CONTROL SERVICES

PART 1- GENERAL

- 1.01 This Section specifies requirements for quality control services. Quality control services include inspections and tests performed by independent agencies, governing authorities, as well as the Contractor.
- 1.01 Contractor Responsibilities: Provide inspections and tests specified or required by governing authorities, except where they are the Owner's responsibility, or are provided by another entity; services include those specified to be performed by an independent agency not by the Contractor. Costs are included in the Contract.
- a. The G C. will act as Quality Controller for compliance of plan and specifications. G.C. shall generate regular reports noting Quality Control issues.
 - b. The G.C. will engage and pay for services of an independent agency to perform inspections and tests for concrete. All other tests are the responsibility of the Owner, unless otherwise noted.
 - c. Retesting: The Contractor is responsible for retesting where results prove unsatisfactory and do not indicate compliance with Contract Documents, regardless of whether the original test was the Contractor's responsibility.
 - 1. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
 - d. Associated Services: The Contractor shall cooperate with agencies performing inspections or tests and provide auxiliary services as requested at no cost or liability to the Owner. Notify the agency in advance of operations to permit assignment of personnel. Auxiliary services include but are not limited to:
 - 1. Provide access to the Work and furnish incidental labor and facilities necessary to facilitate inspections and tests.
 - 2. Take representative samples of materials that require testing or assist the agency in taking samples.
 - 3. Provide facilities for storage and curing of samples, and deliver samples to testing laboratories.
 - 4. Provide a preliminary design mix proposed for use for material mixes that require control by the testing agency.
 - 5. Provide security and protection of samples and test equipment at the Project site.
- 1.02 Duties of the Testing Agency: The agency engaged to perform inspections, and testing of materials and construction shall cooperate with the Architect and

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Contractor in performance of its duties, and provide qualified personnel to perform inspections and tests.

- a. The agency shall notify the Architect and Contractor promptly of deficiencies observed during performance of its services.
- b. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.

1.03 Coordination: The Contractor and each agency engaged to perform inspections and tests shall coordinate the sequence of activities to accommodate services with a minimum of delay. The Contractor and each agency shall coordinate activities to avoid removing and replacing construction to accommodate inspections and tests.

- a. The Contractor is responsible for scheduling inspections, tests, taking samples, and similar activities.

1.04 Submittals: The testing agency shall submit a certified written report of each inspection and test to the Architect, in duplicate, unless the Contractor is responsible for the service. If the Contractor is responsible, submit a certified written report of each inspection and test through the Contractor, in duplicate.

- a. Submit additional copies of each report to the governing authority, when the authority so directs.
- b. Report Data: Written reports of each inspection or test shall include, but not be limited to:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making the inspection or test.
6. Designation of the Work and test method.
7. Identification of product and Specification Section.
8. Complete inspection or test data.
9. Test results and an interpretation of test results.
10. Ambient conditions at the time of sample-taking and testing.
11. Comments or professional opinion as to whether inspected or tested Work complies with Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting.

1.05 Qualification for Service Agencies: Engage inspection and testing agencies which are prequalified as complying with "Recommended Requirements for Independent Laboratory Qualification" by the American Council of Independent Laboratories, and specialize in the types of inspections and tests to be performed.

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- a. Each inspection and testing agency engaged shall be authorized to operate in the State in which the Project is located.
- 1.06 Repair and Protection: Upon completion of inspection and testing repair damaged construction and restore substrates and finishes to eliminate deficiencies. Comply with requirements for “Cutting and Patching”.
- a. Protect construction exposed by or for quality control service activities, and protect repaired construction.
 - b. The Contractor is responsible for repair and protection regardless of the assignment of responsibility for inspection and testing.
- 1.07 Testing and Controls
- a. The General Contractor shall include in his bid testing required for concrete, and other testing requirements as specified within the construction documents. Testing for Mechanical and electrical Trades shall be as specified in those sections of the Specifications, but also included in the G.C. bid.
 - b. All testing, as required, shall be accomplished by a Testing Laboratory approved by the Owner/Architect. The Contractor shall submit in writing a list of all testing laboratories he intends to use for approval by the Architect/Owner.
 - c. G.C. shall notify Owner/Architect 3 days prior to the start of excavation. Owner will have present during excavation a soils testing representative.

END OF SECTION

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SECTION 01500 – TEMPORARY FACILITIES

PART 1 - GENERAL

- 1.01 SUMMARY: This Section specifies temporary services and facilities, including utilities, construction and support facilities, security and protection. Provide facilities ready for use. Maintain, expand and modify as needed. Remove when no longer needed, or replaced by permanent facilities.
- 1.02 USE CHARGES: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.
- 1.03 SUBMITTALS: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities. Submit a schedule showing implementation and termination of each temporary utility within 15 days of commencement of the Work.
- 1.04 REGULATIONS: Comply with applicable laws and regulations.
- 1.05 STANDARDS: Comply with NFPA Code 241, “Building Construction and Demolition Operations”, ANSI-A10 Series standards for “Safety Requirements for Construction and Demolition”, and NECA Electrical Design Library “Temporary Electrical Facilities.”
 - a. Refer to “Guidelines for Bid Conditions for Temporary Job Utilities and Services”, prepared by AGC and ASC.
 - b. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- 1.06 INSPECTIONS: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- 1.07 CONDITIONS OF USE: Keep facilities clean and neat. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload, or permit facilities to interfere with progress. Do not allow hazardous, dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 - MATERIALS

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- 2.01 MATERIALS AND EQUIPMENT: Provide new materials and equipment; if acceptable to the Architect, undamaged previously used materials and equipment in serviceable condition may be used. Provide materials and equipment suitable for the use intended.
- 2.02 TEMPORARY UTILITY CONNECTIONS:
- a. Water Service: Connect to water service and distribution piping of sizes and pressures adequate for construction. Sterilize water piping prior to use. Provide $\frac{3}{4}$ " heavy-duty, rubber hoses with shut-off nozzle at each outlet where required.
 - b. Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear as required.
 - 1. Power Distribution System: Install wiring overhead, and rise vertically where least exposed to damage.
 - 2. Electrical Outlets: Provide properly configured NEMA polarized outlets. Provide outlets equipped with ground-fault circuit interrupters, reset button and pilot light, for connection of power tools and equipment.
 - 3. Electrical Power Cords: Provide grounded extension cords; use "hard-service" cords where exposed to traffic.
- 2.03 LIGHTING: Provide temporary lighting with local switching to fulfill security requirements and provide illumination for construction operations and traffic conditions.
- a. Lamps and Light Fixtures: Provide general service incandescent lamps. Provide guard cages or tempered glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- 2.04 TELEPHONES: Provide temporary telephone service for personnel engaged in construction. Provide a separate line for each office and first aid station. At each telephone, post a list of important telephone numbers.
- 2.05 SEWERS AND DRAINAGE: Provide temporary connections to remove effluent when and if required.
- a. Filter out construction debris and other contaminants that might clog sewers or pollute waterways before discharge.
 - b. Connect sewers to the municipal system as directed by sewer department officials. Maintain sewers and drainage facilities in a sanitary condition. Following heavy use, restore normal conditions promptly.

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- c. Provide earthen embankments and similar barriers in and around excavations and subgrade construction to prevent flooding by runoff of storm water from heavy rains. Provide pump stations where required to prevent flooding.

PART 3 – EXECUTION

3.01 OPERATION: Enforce strict discipline in use of temporary facilities. Limit availability to intended use to minimize abuse. Maintain facilities in good operation condition until removal. Protect from damage by freezing temperatures and the elements.

- a. Maintain operation of enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour day basis to achieve indicated results and to avoid damage.
- b. Prevent piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

3.02 TERMINATION AND REMOVAL: Remove each facility when the need has ended, or replaced by a permanent facility, or no later than Substantial Completion. Complete or restore construction delayed because of interference with the facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

- a. Temporary facilities are property of the Contractor.
- b. Remove paving that is not acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and fill that does not comply with requirements. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials. Repair or replace street paving, curbs and sidewalks at the temporary entrances.
- c. At Substantial Completion, renovate permanent facilities used during the construction period, including but not limited to:
 - 1. Replace worn parts and parts subject to unusual operating conditions.
 - 2. Replace burned out lamps.

END OF SECTION

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SECTION 01631 – PRODUCT SUBSTITUTIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
 - 1. Division 1 Section “Definitions and Standards” specifies the applicability of industry standards to products specified.
 - 2. Division 1 Section “Submittals” specifies requirements for submitting the Contractor’s Construction Schedule and the Submittal Schedule.
 - 3. Division 1 Section “Materials and Equipment” specifies requirements governing the Contractor’s selection of products and product options.

1.3 DEFINITIONS

- A. Definitions in this Article do not change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
 - 1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.
 - 2. Revisions to the Contract Documents requested by the Owner or Engineer.
 - 3. Specified options of products and construction methods included in the Contract Documents.
 - 4. The Contractor’s determination of and compliance with governing regulations and orders issued by governing authorities.

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1.4 SUBMITTALS

- A. Substitution Request Submittal: The Engineer will consider requests for substitution if received within 30 days after commencement of Work. Requests received more than 30 days after commencement of the Work may be considered or rejected at the discretion of the Engineer.
1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals.
 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.
 3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
 - b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
 - c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
 - d. Samples, where applicable or requested.
 - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution.
 - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
 - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
 - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.
 4. Engineer's Action: If necessary, the Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Engineer will notify the Contractor of acceptance or rejection of the substitution within 2 weeks of receipt of the

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request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.

- a. Use the product specified if the Engineer cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Engineer. If the following conditions are not satisfied, the Engineer will return the requests without action except to record noncompliance with these requirements.
 1. Extensive revisions to the Contract Documents are not required.
 2. Proposed changes are in keeping with the general intent of the Contract Documents.
 3. The request is timely, fully documented, and properly submitted.
 4. The specified product or method of construction cannot be provided within the Contract Time. The Engineer will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 5. The request is directly related to an "or-equal" clause or similar language in the Contract Documents.
 6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner, similar considerations.
 7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
 9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.

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- 10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
 - 11. Where a proposed substitution involves more than one prime contractor, each contractor shall cooperate with the other contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.
- B. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

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SECTION 02070 – SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Demolition and removal of selected portions of building or structure.
 - 2. Demolition and removal of selected site elements.
 - 3. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.3 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate detailed sequence of selective demolition and removal work, with starting and ending dates for each activity, interruption of utility services, use of elevator and stairs, and locations of temporary partitions and means of egress.
- B. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 EXAMINATION

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

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- B. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- C. When unanticipated mechanical, electrical or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

3.2 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division 1 Section "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.3 SELECTIVE DEMOLITION

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

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4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 5. Dispose of demolished items and materials promptly. (**Comply with requirements in Division 1 Section “Construction Waste Management.”**)
- B. Reuse of building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect’s approval.
- C. Removed and Salvaged Items:
1. Clean salvaged items.
 2. Pack or crate items after cleaning. Identify contents of containers.
 3. Store items in a secure area until delivery to Owner.
 4. Transport items to Owner’s storage area on site.
 5. Protect items from damage during transport and storage.
- D. Removed and Reinstalled Items:
1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
 2. Pack or crate items after cleaning and repairing. Identify contents of containers.
 3. Protect items from damage during transport and storage.
 4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
- E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition (**and cleaned**) and reinstalled in their original locations after selective demolition operations are complete.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner’s property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

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1. Comply with requirements specified in Division 1 Section "Construction Waste Management."

B. Burning: Do not burn demolished materials.

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

3.5 CLEANING

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

END OF SECTION

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SECTION 02200 – EARTHWORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This section includes the following:
 - 1. Preparing subgrade for walkways, pavements, lawns, and plantings.
 - 2. Excavating and backfilling for buildings and structures.
 - 3. Sub-base course for concrete walks and pavements.
 - 4. Sub-surface drainage backfill for walls and trenches.
 - 5. Excavating and backfilling trenches.
- B. Related Sections include the following:
 - 1. Division 2 Section “Landscaping” for finish grading, including placing and preparing topsoil for lawns and plantings.
 - 2. Division 2 Section “Cement Concrete Pavement” for concrete pads and stage area seating.

1.3 DEFINITIONS

- A. Backfill: Soil materials used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Layer placed between the subbase course and paving.
- C. Bedding Course: Layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow: Satisfactory soil imported from off-site for use as fill or backfill.

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- E. Drainage Course: Layer supporting slab-on-grade used to minimize capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevation.
 - 1. Additional Excavation: Excavation below subgrade elevations as directed by Engineer. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
 - 2. Bulk Excavation: Excavations more than 10 feet in width and pits more than 30 feet in either length or width.
 - 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated dimensions without direction by Engineer. Unauthorized excavation, as well as remedial work directed by Engineer, shall be without additional compensation.
 - 4. Unclassified Excavation: Unclassified excavation consists of the excavation of materials of whatever character encountered and the removal of such materials to an approved off-site disposal site as directed by the Engineer and without additional compensation.
- G. Fill: Soil materials used to raise existing grades.
- H. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material exceeding 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
 - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch-wide, short-tip-radius rock bucket; rated at not less than 120-hp flywheel power with bucket-curling force of not less than 25,000 lbf and stick-crowd force of not less than 18,700 lbf; measured according to SAE J-1179.
 - 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 210-hp flywheel power and developing a minimum of 45,000-lbf breakout force; measured according to SAE J-732.
- I. Rock: Rock material in beds, ledges, unstratified masses, and conglomerate deposits and boulders of rock material $\frac{3}{4}$ cu. yd. or more in volume that when tested by an independent geotechnical testing agency, according to ASTM D 1586, exceeds a standard penetration resistance of 100blows/2 inches.

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- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Subbase Course: Layer placed between the subgrade and base course for asphalt paving, or layer placed between the subgrade and a concrete pavement.
- L. Subgrade: Surface or elevation remaining after completing excavation, or top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.
- M. Utilities include on-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.4 QUALITY ASSURANCE

- A. Geotechnical Testing Agency Qualifications: An independent testing agency qualified according to ASTM E 329 to conduct soil materials and rock-definition testing, as documented according to ASTM D 3740 and ASTM E 548.
- B. Pre-excavation Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Meetings."

1.5 PROJECT CONDITIONS

- A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.
 - 3. Contact utility-locator service for area where Project is located before excavating.
- B. Demolish and completely remove from site existing underground utilities indicated to be removed. Coordinate with utility companies to shut off services if lines are active.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

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- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM, or a combination of these group symbols; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT, or a combination of these group symbols.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Backfill and Fill: Satisfactory soil materials.
- E. Subbase: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2 inch (38mm) sieve and not more than 12 percent passing a No. 200 (0.075mm) sieve.
- F. Base: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2 inch (38mm) sieve and not more than 8 percent passing a No. 200 (0.075mm) sieve. Broken stone shall be uniform in texture and quality and shall not contain more than 5% weathered and decomposed stone.
- G. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2 inch (38mm) sieve and not more than 12 percent passing a No. 200 (0.075mm) sieve.
- H. Bedding: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1 inch (25mm) sieve and not more than 8 percent passing a No. 200 (0.075mm) sieve.
- I. Drainage Fill: Washed narrowly graded mixture of crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading size 57; with 100 percent passing a 1-1/2 (38mm) sieve and 0 to 5 percent passing a No. 4 (4.75mm) sieve.
- J. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1 inch (25mm) sieve and 0 to 5 percent passing a No. 4 (4.75mm) sieve.

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- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

- A. Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, 6 inches (150mm) wide and 4 mils (0.1mm) thick continuously inscribed with a description of the utility; colored as follows:
- B. Detectable Warning Tape: Acid- and alkali-resistant polyethylene film warning tape manufactured for marking and identifying underground utilities, minimum 6 inches (150mm) wide and 4 mils (0.1mm) thick, continuously inscribed with a description of utility, with metallic core encased in protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches (750mm) deep; colored as follows:
1. Red: Electric.
 2. Yellow: Gas, oil, steam, and dangerous materials.
 3. Orange: Telephone and other communications.
 4. Blue: Water systems.
 5. Green: Sewer systems.
- C. Drainage Fabric: Nonwoven geotextile, specifically manufactured as a drainage geotextile; made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
1. Grab Tensile Strength: 110 lbf (490N); ASTM D 4632.
 2. Tear Strength: 40lbf (178N); ASTM D 4533.
 3. Puncture Resistance: 50lbf (222N); ASTM D 4833.
 4. Water Flow Rate: 150gpm per sqft. (100 L/s per sq m.); ASTM D 4491.
 5. Apparent Opening Size: No. 50 (0.3 mm); ASTM D 4751.
- D. Separation Fabric: Woven geotextile specifically manufactured for use as a separation geotextile; made from made from polyolefins, polyesters, or polyamides; and with the following minimum properties determined according to ASTM D 4759 and referenced standard test methods:
1. Grab Tensile Strength: 200 lbf (890N); ASTM D 4632.
 2. Tear Strength: 75lbf (333N); ASTM D 4533.
 3. Puncture Resistance: 90lbf (400N) ASTM D 4833.
 4. Water Flow Rate: 4gpm per sqft. (2.7 L/s per sq m.); ASTM D 4491.
 5. Apparent Opening Size: No. 30 (0.6 mm); ASTM D 4751.

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PART 3 – EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.
- B. Protect subgrade and foundation soils against freezing temperatures or frost. Provide protective insulating materials as necessary.
- C. Provide erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or air borne dust to adjacent properties and walkways.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrade and from flooding Project site and surrounding area.
- B. Protect subgrade from softening, undermining, washout, and damage by rain or water accumulation
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.
 - 2. Install a dewatering system to keep subgrade dry and convey ground water away from excavations. Maintain until dewatering is no longer required.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavation to subgrade elevations regardless of the character of surface and subsurface conditions encountered, including rock, soil materials, and obstructions.
 - 1. If excavated materials intended for fill and back fill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.

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- B. Classified Excavation: Excavation to subgrade elevations classified as earth and rock. Rock excavation will be paid for by adjusting the Contract Sum according to unit prices included in the Contract Documents.
1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 2. Rock excavation includes removal and disposal of rock.
 - a. Do not excavate rock until it has been classified and cross-sectioned by Engineer.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades.

3.6 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
1. Beyond building perimeter, excavate trenches to allow installation of top of pipe below frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches (300mm) higher than top of pipe or conduit, unless otherwise indicated.
1. Clearance: 12 inches (300mm) on each side of pipe or conduit.
 2. Clearance: As indicated.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
1. For pipes and conduit less than 6 inches (150mm) in nominal diameter and flat-bottomed, multiple-duct conduit units, hand-excavate trench bottoms and support pipe and conduit on an undisturbed grade.
 2. For pipes and conduit 6 inches (150mm) or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe circumference. Fill depressions with tamped sand backfill.
 3. Excavate trenches 6 inches (150mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

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- D. Trench Bottoms: Excavate trenches 4 inches (100mm) deeper than bottom of pipe elevation to allow for bedding course. Hand excavate for bell of pipe.

- 1. Excavate trenches 6 inches (150mm) deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.

3.7 APPROVAL OF SUBGRADE

- A. Notify Engineer when excavations have reached required subgrade.
- B. If Engineer determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
 - 1. Additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- C. Proof roll subgrade with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof roll wet or saturated subgrade.
- D. Reconstruct subgrade damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Engineer.

3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill may be used when approved by Engineer.
 - 1. Fill unauthorized excavations under other construction or utility pipe as directed by the Engineer.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow materials and satisfactory excavated soil materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

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- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for record documents.
 - 3. Inspecting and testing underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring and bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.11 FILL

- A. Preparation: Remove vegetation, topsoil, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface before placing fills.
- B. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- C. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.

3.12 MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or back fill layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air-dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF BACKFILLS AND FILLS

- A. Place backfill and fill materials in layers not more than 8 inches (220mm) in loose depth for material compacted by heavy compaction equipment, and not more than

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4 inches (100mm) in loose depth for material compacted by hand-operated tampers.

- B. Place backfill and fill materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
- D. Compact soil to not less than the following percentages of maximum dry unit weight according to ASTM D 698:
 - 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches (300mm) of existing subgrade and each layer of backfill or fill material at 95 percent.
 - 2. Under walkways, scarify and recompact top 6 inches (150mm) below subgrade and compact each layer of backfill or fill material at 92 percent.
 - 3. Under lawn or unpaved areas, scarify and recompact top 60 inches (150mm) below subgrade and compact each layer of backfill or fill material at 85 percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 - 1. Provide a smooth transition between adjacent existing grades and new grades.
 - 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrade to required elevations with the following tolerances:
 - 1. Lawn or Unpaved Areas: Plus or minus 1 inch (25mm).
 - 2. Walks: Plus or minus 1 inch (25mm).
 - 3. Pavements: plus or minus ½ inch (13mm).
- C. Grading inside Building Lines: Finish subgrade to a tolerance of ½ inch (13mm) when tested with a 10-foot (3m) straightedge.
- D. Grading of Additional Stockpiled Material: Any excess material that has been stockpiled on the site by others shall be relocated within the site by the contractor at the direction of the engineer or the township. It is the responsibility of the

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contractor to determine the suitability of the excess material for use on the site with the review and approval of the engineer. It is also the contractor's responsibility to grade the site to the elevations shown on the plan. No separate payment shall be made for the distribution or stockpiling of excess topsoil or fill material.

3.15 SUBBASE AND BASE COURSES

- A. Install separation fabric on prepared subgrade according to manufacturer's written instructions, overlapping sides and ends.
- B. Under pavements and walks, place subbase course on separation fabric according to fabric manufacturer's written instructions and as follows:
- C. Under pavements and walks, place subbase course on prepared subgrade and as follows:
 - 1. Place base course material over subbase.
 - 2. Compact subbase and base courses at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.
 - 3. Shape subbase and base to required crown elevations and cross-slope grades.
 - 4. When thickness of compacted subbase or base course is 6 inches (150mm) or less, place materials in a single layer.
 - 5. When thickness of compacted subbase or base course exceeds 6 inches (150mm), place materials in equal layers, with no layer more than 6 inches (150mm) thick or less than 3 inches (75mm) thick when compacted.
- D. Pavement Shoulders: Place shoulders along edges of subbase and base course to prevent lateral movement. Construct shoulders, at least 12 inches (300mm) wide, of satisfactory soil materials and compact simultaneously with each subbase and base layer to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.16 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified independent geotechnical engineering testing agency to perform field quality-control testing.
- B. Allow testing agency to inspect and test subgrade and each fill or backfill layer. Proceed with subsequent earthwork only after test results for previously completed work comply with requirements.

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- C. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
1. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. (186 sq. m) or less of paved area or building slab, but in no case fewer than three tests.
 2. Trench Backfill: At each compacted initial and final backfill layer, at least one test for each 150 feet (46mm) or less of trench length, but no fewer than two tests.
- D. When testing agency reports that subgrade, fills, or backfill have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil to depth required; recompact and retest until specified compaction is obtained.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finish surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

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- B. Disposal: Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Engineer.
 - 1. Remove waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off Owner's property.

END OF SECTION

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SECTION 03360 – PNEUMATICALLY PLACED CONCRETE

1.0 GENERAL

- A. All construction shall be in accordance with standard industry practices, using new materials to produce a quality-finished product.

2.0 EXCAVATION, GRADING, BACKFILLING

- A. The swimming pool bulk excavation shall be by the Contractor.
- B. Prior to the start of the pool layout and/or excavation, the site shall be properly prepared, cleared of all existing encumbrances, and topsoil stripped and stored or removed by Contractor.
- C. Before any excavation or construction of pool shall be commenced, the Contractor shall place batter boards permanently locating the perimeter of the pool structures at the required elevation as shown on project drawings or as supplied by other trades.
- D. The Contractor shall then proceed and complete the pool excavation, stockpile or remove excavated overburden from site; all in accordance with Division 2 of the project specifications and as herein further described.
- E. If soil conditions are not sufficiently stable for the earthen banks of the excavation to serve as a back form for pneumatic concrete placement, then the swimming pool envelope shall be over-excavated a minimum of 3'0" from inside face of pool waterline to allow sufficient space for Contractor to erect a full perimeter back form. If necessary, the earthen banks of the excavation shall be sloped and/or stepped to ensure no sidewall cave-ins during the perimeter back-forming process.
- F. The Contractor shall place and compact a sub-base of $\frac{3}{4}$ " clean crushed stone under the pool floor to depth of approximately six inches (6").
- G. The Contractor shall control rough grading around pool so that ground is pitched to prevent water running into the excavated area of the pool.
- H. Dewatering of pool site is by other trades, and is specifically excluded from the scope of work of this section and that of the Pool Contractor.
- I. Backfilling behind the completed concrete pool structure necessitated by over-excavation and pool wall back forming, shall be the responsibility of the Contractor.

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- J. Machine excavation, trenching, and backfilling of any description, and disposal of excavated material is included in the work of the Contractor under this Division.
- K. In the event of any delay in the construction or need for additional material and labor required for corrective measures necessitated by underground conditions including but not limited to the removal or re-routing of underground pipe lines and conduits; removal of masonry; removal, refilling and compaction of ground of inadequate bearing capacity; excavation in rock, hardpan, quicksand, or the pumping, control of, diversion or sealing off of water seepage; or for changes or additions to the pool structure or other installations necessitated by such conditions, the Contractor shall be allowed an extra for such work.

3.0 POOL WALL FORMING

- A. The Contractor shall furnish a perimeter screed which shall serve to delineate the top and back of the pool wall. If necessary due to unstable soil conditions the Contractor shall furnish and erect a full perimeter wall back form against which the pneumatic concrete shell shall be placed. Form shall in any case properly designate the outline of the pool including the beam section of the wall.
- B. The Contractor shall take all necessary measures and precautions to ensure the integrity of the perimeter back form to ensure no movement or deflection during the concrete placement process.
- C. Wooden materials utilized for any portion of the back form that shall remain in place subsequent to concrete placement shall be pressure treated.

4.0 PLACEMENT OF FITTINGS

- A. Before commencing the steel and/or gunite work, the contractor shall place all special pool fittings and receptacles that are to be embedded in the gunite structure and shall be responsible for their positioning in accordance with the drawings.

5.0 STEEL REINFORCEMENT

- A. Steel reinforcing shall be placed accurately in position as noted on project drawings, and securely fastened and supported to prevent displacement before or during concrete placement. Cleaning, bending, placing and splicing of reinforcement shall be done in accordance to American Concrete Institute Building Code. Minimum lap for spliced bar reinforcing shall be thirty (30) bar

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diameters. No splicing shall be made except where supported. Metal chairs or concrete blocks shall be used to support steel away from the earth or stone.

- B. After reinforcing has been placed and supported, no wheeling of materials shall be done across steel except over proper run-ways bearing on forms rather than reinforcing. Lifting reinforcement by estimate as concrete structure is placed will not be allowed.
- C. All reinforcing steel shall be standard sizes of deformed bars equal to the requirements of the "Standard Specifications for New Billet Steel, Concrete Reinforcement", Intermediate Grade, Serial Designation ASTM A-615, Grade 40, latest revision, as adopted by the American Society for Testing Materials.
- D. Reinforcing steel shall be sized and positioned as noted on drawings.
- E. Steel reinforcing placement schedule is predicated on the following:

Method of analysis: ACI-31B, ultimate strength method concrete pump
mix: 4500 psi
fr = 600 psi
reinforcing: fy = 60 ksi
soil backfill @ walls: 120 pcf
angle internal friction of soil = 34 degrees
soil/subbase: 6" compacted crushed stone K = 300 pci

Steel schedule that may be required other than as noted on project drawings, or any additional structural design analysis that may be required for conditions other than as above noted, will be an extra to the contract.

6.0 PNEUMATIC CONCRETE

- A. The pool structure is designed as a monolithic unit and all gunite, walls and floor, in one unit of construction shall be placed, insofar as possible, in one continuous operation. Gunite surfaces against which new gunite is to be placed shall be thoroughly cleaned and slushed with neat cement. Structural designs as shown on the pool drawings shall govern. The pool structural design is based on the use of pneumatically applied concrete, utilizing dry or wet mix delivery equipment. There are no expansion joints called for or will be allowed in the pool structure. All pneumatically applied concrete shall meet 4500-psi design requirements tested in accordance with the procedures outlined herein.
- B. The structural design as shown on the drawings is based on information available prior to construction and may require modification based on actual observed conditions after excavation. The Contractor shall notify the Engineer sufficiently in advance of the completion of excavation so that a meeting can be arranged on

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the site to view the completed excavation. At any time, the Engineer shall determine, by observing actual soil and/or water conditions, if any structural redesign is required. If the pool structure is modified, the Contractor shall be issued a change order to this effect and he shall be allowed an extra for such work.

- C. Although the concrete application method herein outlined is consistent with the "dry-mix" gunite delivery method, "wet-mix" gunite application is considered an equal under the design requirements of this project.
- D. Crew qualifications including foreman - A foreman who normally has proficiency at all crew positions and should have a minimum of 3000 hours experience and the nozzleman who should have certification (refer to ACI 506.3R) or a minimum of 3000 hours experience as a nozzleman. He should be able to demonstrate, by test, his ability to satisfactorily perform his duties and to apply pneumatically applied concrete as required by these specifications.
- E. Dry-Mix Gunite aggregate shall consist of clean, hard, sharp particles containing maximum moisture content of 5% and the sand shall be well graded in size within the following limits:

Passing Through	Percent by Weight
3/8 Screen	100
No. 4 Mesh Sieve	98 to 100
No. 8 Mesh Sieve	70 to 95
No. 16 Mesh Sieve	60 to 85
No. 30 Mesh Sieve	45 to 65
No. 50 Mesh Sieve	15 to 35
No. 100 Mesh Sieve	0 to 5

- F. Dry-Mix Gunite materials shall be mixed in the proportion of one (1) part cement to three (3) parts gunite sand by volume, mixed dry in a batch mixing machine for a period of not less than one minute after all materials have been added. Hydration shall occur at the nozzle of the cement gun using just enough water so that no slump shall occur in the placed material. The cement gun shall be equipped with an air pressure gauge and the air pressure at the end of the gun shall not be less than 45 lbs. nor more than 70 lbs. when hose is 200 ft. in length or less. Air pressure shall increase 5 lbs. for each additional 50 ft. of material hose used unless approved by the Engineer. Water pressure at the nozzle shall be maintained at not less than 15 lbs. greater than the air pressure at the gun. Structural gunite shall be applied against original undisturbed soil, thoroughly compacted earth or suitable forms that will not yield during application of the gunite. Surface upon which the gunite is to be applied shall be shot at a right

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- angle to the surface starting at the bottom and continuing upward. It will be built up in layers of thickness that will not slump allowing sufficient time between the placing of layers for initial set to take place. All loose fine aggregate or rebound shall be removed from the surface being gunited before placing succeeding layers and whenever possible, the first layer shall entirely cover the reinforcing steel in order to secure it in its proper position.
- G. The operating air pressure is the pressure driving the material from the gun into the hose and is measured at the material outlet or air inlet on the gun. The operating pressure varies directly with the hose length, the specific weight of the material mix, the height of the nozzle above the gun, the number of hose bends, plus other factors. A rule of thumb is that operating pressures should not be less than 40 psi (275 kPa) when 100 ft. (30 m) or less of material hose is used and the pressure should be increased 5 psi (35 kPa) for each additional 50 ft. (15 m) of hose and 5 psi (35 kPa) for each additional 25 ft. (8 m) the nozzle is above the gun.
 - H. Guniting must test in place 4500 psi after 28 days. Testing and certification shall be the Contractor's responsibility pursuant to the appropriate sections of these specifications.
 - I. At the end of a day's shooting or any similar stopping point the guniting shall be tapered to a thin edge. Before shooting the next day, the tapered portion shall be thoroughly cleaned and wetted. No square joints will be allowed.
 - J. Taut cutting wires shall be established and anchored to insure dimensions integrity of the guniting structure. Cutting wires shall be placed at all intersections of pool radius and vertical walls and on floor elevation pins to insure dimensional accuracy of the structure.
 - K. Protect guniting against frost and rapid drying and keep moist for at least six (6) days after placing; during this period guniting shall be maintained above 32 degrees F for at least five (5) days.
 - L. All cement for guniting shall conform to the requirements of the "Standard Specifications for Portland Cement" serial designation C-150 of the ASTM and shall be Type I or Type II, and shall be delivered to the job site in original packages and well protected from weather and moisture during storage.
 - M. The concrete in the floor of the swimming pool may be poured in place. A 2" - 3" slump, 4500 pounds transit mixed concrete shall be used. All concrete in the floor shall be placed in one continuous pour avoiding cold joints. The surface shall be screed off and finished to receive interior coating specified.
 - N. If the floor is poured, the reinforcing steel shall run continuously between the floor and the wall. The area of the floor which is in contact with the wall shall be

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cleaned and sloshed with neat cement before commencing the wall gunite operation.

- O. In the event wet-mix, pneumatically placed concrete is used, the mix design shall be as noted below. The mix design may be modified to address the specific characteristics of the local aggregate or to address weather conditions.

Mix Design

Sand 1,750 lbs.
Cement 750 lbs.
3/8" Stone 950 lbs.
Air 7 %
Slump 3"

Fibermesh in accordance with mfg. Recommendations if indicated by field or weather conditions.

7.0 GROUT

- A. The voids between the stainless steel gutter system and the pool shell shall be filled with a non-shrink grout. This grout shall be comprised of 8 bags Portland cement mixed with 3000 lbs. of washed concrete sand. To this mixture add a non-metallic expansive additive similar in performance to Interplast N manufactured by the Sika Chemical Corporation of Passaic, NJ. This material shall be utilized into each yard of grout material placed.
- B. Before placing grout the contact surface of the pool shell shall be thoroughly cleaned and moistened; grout shall be rodded and puddled to insure complete filling of all voids. Once grout has taken initial set the interior form shall be removed, any voids discovered immediately filled and the surface of the grout dressed to desired texture. Rebate for caulked joint should be cut, cleaned and dressed to insure optimum placement and proper bonding.

8.0 INTERIOR FINISH OF SWIMMING POOL

8.01 Quartz Aggregate Pool Finish

- A. A. The Contractor shall furnish and install a permanent quartz aggregate plaster interior coating as shown on the project drawings. Coating shall include a blend of quartz aggregate and polymer-modified white cement.
- B. B. Quartz aggregate plaster coating shall be "Diamond Brite" as manufactured by Southern Grouts and Marble, 1502 S.W 2nd Place, Pompano Beach, FL 33069

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800-641-9247, 954-943-2288, or equal. Color to be "Cool Blue" or such other color as may be selected by the Owner/Engineer.

- C. The finish shall be $\frac{3}{8}$ " to $\frac{1}{2}$ " thick and shall be troweled to a smooth, dense, impervious surface. Extreme care shall be taken to avoid staining the surface of the finish during troweling operations.
- D. Prior to application of the finish, the surfaces to be coated shall be thoroughly cleaned of dust, oil, paint, loose materials and any foreign matter.
- E. Interior finish shall be applied by mechanics having at least three (3) years experience in the application of this finish to gunite swimming pool interiors.

9.0 CERAMIC TILE TRIM AND MARKINGS

- A. Ceramic tile work shall be installed in conjunction with plaster interior and as indicated on the drawings.
- B. The Contractor shall furnish and install 2" x 2" mosaic, unglazed ceramic tile within the pool shell as indicated on the drawings. Color or patterns shall be as noted on drawings or as selected by the Engineer.
- C. Tile shall be certified by the Tile Council of America (TCA) to be equal to or in excess of standard grade requirements of ANSI A-1237.1. Grouting and setting materials shall be as manufactured under TCA criteria.
- D. Tile shall be a ceramic mosaic "Standard Grade" porcelain unit, 2" x 2" cushion edge.
- E. Step edge or other markings in plaster pools shall be installed in a "thin-set" bed of mortar in accordance with the specifications of the American National Standards Institute.
- F. All setting and laying of tile shall be by experienced tile mechanics who can supply evidence that they have been steadily employed in the installation of the pool tile work during the past three (3) years.

END OF SECTION

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SECTION 13150 – SWIMMING POOL (GENERAL)

1. GENERAL

1.1 DESCRIPTION OF WORK

The Owner has determined that the nature of the proposed swimming pool construction make the requirement for proper and adequate experience of paramount importance. These specifications describe swimming pool construction which must be performed by a specialty prime contractor or subcontractor, herein refereed to generically as the Contractor, who, under their own name, shall be capable of meeting all pool construction experience qualifications herein stated, and who is an experienced Swimming Pool Contractor specializing in commercial, municipal and/or institutional swimming pool construction and swimming pool equipment installation and service. All work called for in this specification division shall be and will remain throughout the warranty period, the responsibility of a single contractor specializing in the construction of municipal/institutional swimming pools and the installation and service of municipal/institutional swimming pool equipment.

Experience and construction qualifications must be specific to the Contractor, the experience of the Contractor's potential subcontractors or vendors will not be considered in accessing the Contractor's basic qualifications.

1.2 QUALIFICATIONS OF 'SWIMMING POOL' CONTRACTOR

- A. The Contractor must have a proven record of competence and experience in the construction of similar, municipal and/or institutional facilities. The following requirements have been established to insure that only properly qualified Contractors will be considered. Failure of the Contractor to provide the below listed information with the project bidding will cause the Bidding Contractor's bid to be considered non-responsive and may be grounds for bid rejection.
- B. Bidding Contractors must provide the following documentation pertaining to Contractor qualifications with their bid documents: If the bidder is not a qualified contractor and intends to employ a qualified contractor as a subcontractor, the proposed subcontractor must comply with these requirements and the documentation must be included with the bid.
 - 1. Contractor's certification that it has at least ten (10) years experience in the construction of the type of swimming pool(s) herein specified.
 - 2. Contractor's project listing which shall include as a minimum at least five (5) new, outdoor, municipal pool projects similar to the subject project. Reference projects must include stainless steel perimeter systems, must have been constructed within 100 miles of the proposed project site, and must have a water

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surface area of not less than (3,000 sq ft). Pools shall be new construction, which the Contractor has constructed under its current name and which upon investigation, would be found to have been completed in a satisfactory manner and in operation for at least two (2) years. Renovation projects shall not be considered as meeting the experience criteria of these qualification requirements.

- C. The Engineer and/or Owner reserves the right to reject any Contractor if the evidence submitted by, or investigation of, such Contractor fails to satisfy the Engineer\Owner that such Contractor is properly qualified to carry out the obligations of the contract and to complete the work described, or if the Contractor does not meet the minimum qualifications stated above and herein.

1.3 ALTERNATES

- A. It is the intent of these specifications that the base bid shall be based upon furnishing the materials and equipment specified herein. The Engineer and Owner have made a detailed investigation before selecting the specified swimming pool recirculation, filtration, deck, and other special pool equipment. All contractors' BASE BIDS shall include this equipment without substitution. The operation and maintenance of the swimming pool facility, the building structure design, the interface of related equipment within the building structure, and governmental approvals specific to this project are predicated upon utilization of the base-bid specified equipment.
- B. Contractors wishing to base their bid upon the use of non-specified components or methods of construction may do so as an alternate. The materials, products and equipment described in the bidding documents establish a standard of required function, design, appearance and quality to be met by any proposed alternate.
- C. Each alternate bid shall include the name of the material, equipment or methods which it is to be substituted and a complete description of the proposed alternate including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the alternate would require shall be included.
- D. The burden of proof of the proposed alternate is upon the Bidding Contractor's firm making the proposal. The Engineer's decision of approval or disapproval of a proposed alternate is final.
- E. It will be the Bidding Contractor's responsibility to apply for and to obtain amendments, variances, or new permitted approvals from all necessary governmental agencies, State and Local, relative to the building structure and pool structure, in the event any alternate system is offered and subsequently approved by Engineer, prior to start of project construction.

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- F. In the event the Engineer / Owner shall not accept any proposed alternates, then the Contractor shall be required to furnish the materials specified at no extra cost to the Owner.

1.4 SCOPE OF WORK

- A. The Contractor shall provide all labor, material, equipment and services required for installation of all items of work specified herein. It is understood that the intent of the said plans and specifications is to require the Pool Contractor to furnish a pool ready for use.
- B. Water to fill and/or test the pool, and any other pool related items specifically excluded from the work of the Contractor by these specifications or as noted on the drawings shall be by the Owner or others.

C. WORK OF CONTRACTOR:

In general, the Pool Work includes but is not necessarily limited to the following:

1. Layout pool, with bench mark elevation and exact location supplied by others, supervise the pool excavations, hand trim the excavation to proper template, provide and install all required forms for pool construction including forming the beam as required.
2. Provide and install the specified steel reinforcing.
3. Construct the pool shell of pneumatic concrete in the manner specified.
4. Provide and install overflow system as indicated on the drawings or as specified in subsequent sections of these specifications.
5. Provide all fittings such as weirs, overflow fittings, filtered water inlets, bottom outlets and the required piping to interconnect such in-pool fittings with the filter system.
6. Provide sleeves and flexible penetration systems for all pipes passing through walls (if any). Coordinate penetration layout through building with General Contractor.
7. The Contractor shall provide the solenoid valves, chemical feed equipment, recirculation pumps and motors, specialized control panels (specific to pool equipment).
8. Provide and install the specified sanitizing equipment.
9. Provide and install ceramic markings as noted on project drawings.
10. Provide and install deck anchorage and equipment, and erect deck accessories as required by these specifications.

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11. Provide pool interior finish consisting of silicone-modified pool plaster or quartz-aggregate pool plaster as indicated in these specifications and/or on the drawings.
12. Provide initial start-up of the pool, instructions to the Owner's personnel and written instructions on the proper operation of the pool equipment.
13. Provide shop drawings on construction, equipment layout, and equipment anchor instructions, for approval by the Engineer.

D. RELATED AND INTERFACING WORK REQUIRED NOT SPECIFIC TO THE POOL CONSTRUCTION:

The following related work may be further defined and specified in other sections of these specifications.

1. Demolition of existing pool, clearing and grubbing of new pool area, erosion control.
2. Bulk pool excavation, disposal of excavated material, and de-watering of excavation as required.
 - a) Furnish, place, and compact 6" minimum layer of $\frac{3}{4}$ " clean stone sub-base on floor of excavation.
 - b) Backfilling and any other area preparation required prior or subsequent to start of pool construction.
 - c) Furnish and place any backfill material for pool structure, main drain piping, etc., as required.
2. All work involving potable, fresh water lines including fresh water connection to pool as required and noted.
3. Waste or drainage: The Contractor shall run a discharge pipe from the filter systems to discharge through an air gap into backwash sump as noted on project drawings.
4. Concrete flatwork, walks, decks, deck graphics or markers, concrete sumps, foundations, and any other work other than construction of the pool shell shall be as noted on the project drawings and specified in other sections of these specifications.
5. All buildings, site structures and related amenities, site repair, concrete work other than pool structure, as may be required and noted on the project drawings shall be as noted on the project drawings and specified in other sections of these specifications.
6. Electrical work: The Contractor shall provide the solenoid valves, chemical feed equipment, recirculation pumps and motors, specialized control panels (specific to pool equipment), and shall mount such equipment. All power and

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control wiring, conduits, motor controls, disconnects, power panels and breakers, etc., to make system operational shall be as noted on the project drawings and specified in other sections of these specifications. All power wiring, conduits, disconnects, power panels and breakers, etc. shall be as noted on project drawings. All control wiring and conduit shall be provided by electrical contractor as required by and in coordination with wiring diagram furnished by pool equipment vendor/contractor. All combination motor starters, control equipment and control panels shall be furnished by the pool equipment vendor/contractor and installed and wired by the electrical contractor to make a complete and operational system.

7. Placement of all necessary sleeves, openings or other penetrations in equipment room and building walls or floors as required for pool construction work shall be as noted on the project drawings and specified in other sections of these specifications
8. All related general construction work not called for in pool specifications but specified and noted on the project drawings shall be as noted on the project drawings and specified in other sections of these specifications.

1.5 QUALITY OF MATERIAL

- A. Special attention is directed to the specifications and/or drawings relative to materials and equipment, for methods directed and referred to by a particular manufacturer or process name as specified in this Division.
- B. Where only one manufacturer's name is mentioned for a particular item of equipment or material, the pool contractor's base bid shall bid on that item.
- C. Where more than one manufacturer's name is mentioned or the term "or equal" is used, a particular item of equipment or material, the Contractor may base its bid on other manufacturers, but will be subject to Engineer's approval per Instructions to Bidders.

1.6 TESTING

- A. The Pool Contractor shall be responsible for the following test procedures in accord with procedures described in ACI 506.2.
 1. Pneumatic Concrete Compressive Strength:
 - a) Two (2) test cylinders shall be taken for every 40 yards of concrete placed with a minimum of four taken for each days shooting and placement.
 - b) Contact certified testing laboratory and advise them to pick up the panels on the fourth or fifth day transporting them to their laboratory for curing, and testing in accordance with ACI Standard 506-66, Section 320.

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c) Submit test results to Engineer before completion of the project.

2. Piping

- a) All pressure supply lines shall be air tested at 20 psi and shall hold the desired pressure for a period of two (2) hours. In case of pressure loss exceeding 1 psi in two (2) hours, all joints shall be checked with a soapy solution to determine if leaking. Leaking joints shall be repaired and the system rechecked until all joints in piping are proven to be satisfactory.
- b) All piping systems normally operated at a negative pressure (suction) shall be tested at 10 psi for a period of two (2) hours. In case of pressure loss exceeding 1 psi in two (2) hours, all joints shall be checked and repaired if faulty.

1.7 CONSTRUCTION TOLERANCES

A. The Contractor shall be responsible for the following tolerances:

- 1. Pool depth in shallow area - plus 2" minus 1".
- 2. Pool depth in deep area - plus 2" minus 1".
- 3. Dimensions: length - plus 1/2" minus 0",
width - plus 2" minus 1".
- 4. Vertical walls - plus or minus 1/2" in top 3' 6" feet vertical dimension.

1.8 WARRANTY & GUARANTEE

A. The following warranties shall apply to all work under this contract specific to the Swimming Pool:

- 1. One (1) year contractual warranty
 - a) The Contractor shall warrant that all materials used in the completing the installation contracted for are new and of high quality; that all work has been done in a competent and workmanlike manner; that if any substantial defect occurs in the workmanship or materials it will be remedied without cost to the Owner if written notice is given to the Contractor within one (1) year after the performance of such work and within ten (10) days of evidence of the defect. Assemblies or units (such as heaters, pumps and motors, etc.) and standard fittings or accessories purchased by the Pool Contractor for use in this installation are subject only to the extent of the manufacturer's warranty. The foregoing agreement in respect to warranties is in lieu of all other warranties or guarantees, expressed, implied or statutory except Extended Warranties, if called for in the detailed pool specifications.

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- b) It is specifically understood and agreed that no claims may be filed under this warranty or the Extended Warranty, and no obligation to make adjustment thereto will accrue until the full indebtedness of the Owner to the Pool Contractor is satisfied.

2. Extended Warranty:

a) Pool Structure

The Contractor shall warrant for two (2) full years, the repair of the pool structure covering any structural defects, and/or leaking in the pneumatic concrete pool shells caused by defective workmanship or material, exclusive of damages due to sub-surface movement, settlement, or hydrostatic conditions, provided the pool is kept full of water at all times except for the required cleaning and that during such cleaning the pool does not remain entirely empty for more than a forty-eight (48) hour period. A structural defect shall be defined as a crack or flaw in the pool shell through which water is leaking.

This warranty is void if the pool is not serviced by the Contractor, or by others in strict compliance with the detailed instructions furnished to the Owner by the Contractor.

Tile, coping, deck, colors, interior finishes, plaster, paint, deck equipment, accessories, piping, filter, pumps, chemical feeders, and electronic analyzers are by definition not included as part of the pool structure.

b) Recirculation System:

The Contractor shall warrant repair of any defective material or repair or correction of improper installation on the stainless steel perimeter recirculation system (exclusive of all valves and interconnecting pipe fittings and the filter chamber) due to defective workmanship or materials not caused by deliberate or abusive action by person(s) not employed by the Contractor or attributable to normal wear and usage. This warranty shall remain in force for two (2) years from the date of installation. It is also understood that the entire system must be continuously maintained according to the service procedures and directions issued by the manufacturer and that this warranty does not cover damage to the system or its components caused by corrosive or improper water treatment procedures implemented by persons other than those employed by the Contractor.

This warranty does not cover filter media, elements, pumps, motors or other mechanical equipment furnished by the third parties.

3. Period of Time:

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Period of time of guarantee, warranties and/or maintenance bonds, notwithstanding anything contrary in Contract documents, shall commence with and include date of final certificate of payment, date of issuance of temporary or final certificate of occupancy to Owner, or beneficial occupancy, whichever is earliest. Beneficial occupancy in connection with this article is defined as actual use of premises by Owner for purpose intended.

1.9 SUBMITTALS

- A. Manufacturer's Data: Submit six (6) copies of the manufacturer's specifications and installation instructions for the complete swimming pool system, and for each component and product used in the system. Include certified laboratory test reports on components as specified or required by regulatory agencies.
- B. Shop Drawings: Submit six (6) copies of shop drawings for the swimming pool system and all its components, including typical details of pool shell, equipment anchors, floor and wall markings drawn at large scale. Submit smaller scale drawings of the overall plan and sections. Include piping and wiring diagrams for recirculation, filtration and chemical treatment systems.
- C. Maintenance Manuals: Submit two (2) copies of bound maintenance manual for swimming pool system. Include full maintenance and operating instructions, part lists, recommended spare parts and emergency parts inventory, chemical treatment and supply list and recommended stock, sources of purchase and similar information.

1.10 START-UP SERVICES

- A. The Contractor shall supply the services of an experienced swimming pool operator/instructor for not less than one and up to three instructional period(s) to instruct and familiarize Owner's personnel on the use and operation of the pool equipment.

1.11 PATENTED MATERIALS

- A. The Contractor shall pay all royalties and license fees. The Contractor shall also defend all suits or claims for infringement of any patent rights and shall save the Owner, Engineer and/or Owner's Representative harmless from loss on account thereof. Except that the Contractor shall not be responsible for all such loss when a particular manufacturer or manufacturers is specified, but if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent. The Contractor shall be responsible for such loss unless he promptly gives such information to the Engineer.

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1.12 CODES

- A. All work in this division shall be according to all applicable Local, State and National codes and regulations.

1.13 JOB CO-ORDINATION

- A. All Contractors are cautioned to clearly understand the limits of responsibility as detailed in these specifications. Prior to a work start, a meeting shall be held at the jobsite to establish work limits, job schedule and liaison among the Prime Contractor, Sub-Contractors, and the Engineer to ensure a coordinated construction process.

END OF SECTION

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SECTION 13153 - SWIMMING POOL FILTRATION SYSTEMS

1.0 GENERAL

- A. All construction and equipment shall be in accordance with standard industry practices, using new material to produce a quality-finished product.

1.01 DESCRIPTION OF WORK

- A. It is intended that the Contractor shall furnish and install a complete and operating, hi-rate sand filter system for the multi-purpose pool.
- B. It is the further intent of these specifications that the multi-purpose pool filtration unit, including all filter control valves as hereinafter specified, and all accessories, be supplied and guaranteed by one manufacturer. Any item of equipment obviously a part of the filter system and necessary to its operation but not specifically mentioned herein or on the drawings shall be furnished by the Contractor at no extra cost.
- C. The filter system specified is a NSF listed and approved, hi-rate sand type. Any filter (or filter lining if any) offered under these specifications shall be NSF listed at the time of offering (bid date). Such listing shall be evidenced by the filter model number appearing in the current NSF listing for swimming pool filters at the flow rate required for this project. The filter shall be a product of a manufacturer regularly engaged in the fabrication of water filtration equipment and who has a minimum of five (5) years experience in this field.

1.02 RELATED WORK TO BE PERFORMED BY OTHERS

- A. Potable Water: The Contractor shall supply required 1 ½" fresh water line through the Filtration Room and on to poolside ending adjacent to a ladder with bronze, female threads flush with the finished deck.
- B. This fill line shall be valved in the filter room at a point easily reachable by pool operating personnel. A 1" bypass shall be installed around this valve into which the responsible contractor shall install a solenoid valve with isolation valves and unions as necessary to allow for solenoid valve removal for servicing.
- C. The Contractor shall provide the solenoid valve loose. All other potable water connections, materials and equipment as may be required by state and local codes, including drinking fountains, deck wash fittings, handicap lift water connections, filter room hose-bibs, etc, shall be by the Plumbing Contractor/Others.
- D. Waste Disposal: The Contractor shall install a discharge pipe from the filter systems to a standpipe or sump within the filter building as shown on the drawings, discharging through a 6" air gap. The standpipe/sump and its outfall are not included in the requirements specified in this section.
- E. Buildings, sumps, wastewater containment systems, holding tanks and other concrete work shall be by others.

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- F. Electrical: The Contractor shall provide all labor and materials required to complete the filter installation as shown on the project drawings. Any specialty electrical components such as motorized valves, filter controllers, chemical controllers, and control panels as outlined in this section of the specifications shall be supplied and mounted by the Pool Contractor. Any and all wiring (control and power), receptacles, conduit and electrical hook-up for such devices shall be by the Contractor.

1.03 SHOP DRAWINGS

- A. The Contractor shall prepare shop drawings indicating the materials, size and placement of all piping and equipment to be furnished and submit for Owner's approval.
- B. The drawings shall indicate the general arrangement of the pool plumbing and mechanical equipment. Contractor shall be responsible for proper fitting of materials and equipment into the space allotted without alteration.
- C. The Contractor shall prepare and deliver to the Owner at substantial completion as built drawings showing exact location of pipe runs that are underground and/or not readily visible.

1.04 MATERIALS

- A. Filter Room Piping: All filter system and filter room piping shall be PVC Type 1-1220, schedule 80, conforming to commercial standards, U.S. Department of Commerce, CS-207-60, and shall be approved by NSF.
- B. Chemical Feed Lines: Chemical feed lines shall be of plastic or a material impervious to chemical being fed.
- C. Fittings: Fittings shall be of similar schedule and material as pipe and shall be capable of developing full strength in the piping system.
- D. Valves:
 - 1. Up to and including 1" - "Compac" PVC ball valves.
 - 2. 1" up to and including 2 1/2" - "True-Union" PVC ball valves.
 - 3. 3" up to and including 6" - Lever operated butterfly valves.
 - 4. 8" and larger - Gear operated butterfly valves.
 - 5. Butterfly valves shall be nylon-coated, iron body, or PVC wafer-style valves with quick opening (quarter turn) handles for full open, suitable for intended use.

2.0 FILTRATION EQUIPMENT

2.01 FILTER REQUIREMENT

- A. The filter system specified for the Multi-purpose Pool is a, dual-cell, high-rate, pressure, sand filters as manufactured by the Neptune Benson, Model Number 4284SHFFG.

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2.02 FILTER TANK COMPONENTS

- A. Filter tank for Multi-purpose Pool shall be one, 42 inches in diameter, constructed of filament-wound, polyester fiber reinforced plastic.
- B. All interior surfaces contacting pool water shall receive an isothalic gel coat for added chemical resistance.
- C. Tank interior shall receive additional reinforcing under the gel coat consisting of polyester resin, chopped fiberglass and woven fiberglass matting
- D. Filament winding shall be both radial and polar.
- E. All internal plumbing shall be 235 PSI rated PVC.
- F. Laterals shall be injection – molded polypropylene with 360° openings.
- G. Underdrains shall be surrounded with filter gravel as shown of manufacturer's shop drawings.

2.03 FACE PIPING

- A. The filter manufacturer shall supply all face piping for the multi-purpose pool filters as shown on the drawings. Pipe shall be Schedule 80 PVC. Fittings shall be Schedule 80 PVC socket type. Flanges, as required, shall be PVC socket type. Manifold assembly shall be Astral model number 06682
- B. The total backwash rate must not exceed 15 GPM per square foot of media per tank.

2.04 AIR RELEASE

- A. There shall be provided an automatic air release system for filter.

2.05 FILTER MEDIA

- A. The filter shall be supplied with a single grade of filter media. All media (sand) shall be cleaned and free from any clay or limestone deposits.
- B. The filter sand shall be No. 20 with a particle size of .45mm and a uniformity coefficient of 1.45 maximum.
- C. The filter sand shall be supplied in separate bags containing approximately 1 cubic foot or less.

2.06 COMMISSIONING SERVICES

- A. A qualified representative of the Contractor of the manufacturer shall visit the site work after the installation of the filter has been completed and shall put the filter into operation and shall assist and instruct the Owner's representative in the operation of the filter.

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2.07 WARRANTY

- A. The filter manufacturer shall guarantee in writing that this filter, if operated in accordance with written instructions given and accepted by the Owner, will perform in complete accord with the specifications. This Contractor shall supply complete drawings and printed instructions for installation and operation of all equipment specified herein and shown on the drawings.

3.0 PUMPS AND MOTORS

3.01 RECIRCULATION AND FEATURE PUMPS

- A. The Pool Contractor shall supply and install pumps and motors as noted on the drawings. All pumps shall be Pentair, or equal, non-corrosive, self-priming, close-coupled with integral hair and lint strainer.

4.0 GAUGES

- A. There shall be supplied with the multi-purpose pool filter system influent and effluent pressure gauges. The gauges shall be 4.5", 0-60 psi, as manufactured by Marsh or equal.
- B. There shall be supplied and installed on the pump suction one vacuum gauge, 4", 0-30 inches mercury, as manufactured by Weksler or equal.
- C. There shall be supplied and installed on the discharge side of the pump, one pressure gauge vacuum gauge, 4", 0-60 psi, as manufactured by Weksler or equal.
- D. Gauges influent and effluent to the pump shall be located so as to accurately reflect pump vacuum and discharge pressure for the purpose of calibrating flow meter.

5.0 FLOW CONTROLS AND METERS

5.01 FLOW CONTROLS - BACKWASH DISCHARGE

- A. The Contractor shall supply and install one (1) rate of flow meter, which shall be installed on the pump discharge line, which shall monitor backwash flow. Flow meter shall be impact type as manufactured by Blue/White or equal. Size shall correspond to backwash pipe size indicated on drawings.

5.02 FLOW METER - FILTERED RETURN

- A. The Contractor shall supply and install one (1) rate of flow meter that shall be

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installed on the filtered return line as noted on drawings.

- B. Meter shall include electromechanical rate of flow paddlewheel as manufactured by *Signet* Manufacturing, Series 509/519.

6.0 MAKE-UP WATER SYSTEMS

6.1 AUTOMATIC WATER LEVEL CONTROL SYSTEM

- A. An automatic water level controller shall be supplied to monitor and maintain pool water level.
- B. The controller shall utilize a sealed probe chamber fabricated of PVC, with the top of the probe chamber located above water level. The probe chamber shall be factory-fabricated and shall allow for removal of probe for maintenance or replacement and for fine adjustments in the pool water level. A 1½" water level sensing line shall be supplied to interconnect the probe chamber, located in the filter room, with pool. The sensing line shall terminate in the pool wall with a Hayward SP-1022S wall fitting and a SP-1026 grating.
- C. The controller shall utilize an optical (prism) type probe compatible with the specified chemistry controller. Sensor shall be as manufactured by GEMS Sensors, Inc., Plainville, CT, 800-747-3000, Model No. 13867.
- D. Make-up water shall be delivered into a fill funnel or standpipe located in the filter room.
- E. The controller shall utilize ASCO # 8221G7 slow-closing, 1" NPT solenoid valve. Pool contractor shall provide the solenoid valve loose to be incorporated into the potable water fill piping by the Division 15 contractor.
- F. The Contractor shall coordinate field wiring relating to the level control systems with the Electrical Sub-Contractor. Actual field wiring connections between the Chemistry Controller and the prism probe and between the Chemistry Controller and the solenoid valve shall be by the Electrical Sub-Contractor.

END OF SECTION

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SECTION 13155- SWIMMING POOL DECK EQUIPMENT

1.0 GENERAL

- A. All construction shall be in accordance with standard industry practices, using new materials to produce a quality-finished product.

1.01 DESCRIPTION OF WORK

- A. The Contractor shall furnish deck equipment and other pool accessory items as listed below and shown on project drawings including anchors and sleeves for embedment in concrete decks and anchor bases.
- B. The Contractor shall be responsible for anchorage placement, and deck equipment assembly, erection and installation.

1.02 EXECUTION

- A. Installation of anchors and/or anchor concrete bases for all deck equipment that requires embedment in or under the concrete deck shall be the responsibility of the Contractor. Installation of anchors and/or anchor concrete bases for all equipment that requires embedment in or under the concrete pool shell shall be the responsibility of the Contractor
- B. Contractor shall furnish working drawings which shall illustrate where such equipment is to be located, and will indicate all dimensional requirements of the anchor installations.

1.03 PRODUCTS

- A. All deck equipment listed represent a standard of quality and material that is to be met or exceeded. Contractor shall be required to furnish the drawing listed equipment or approved equal.

END OF SECTION

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SECTION 13158

GUTTER SYSTEM (SINGLE CHANNEL)

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide complete gutter system for main pool as shown on Drawings, as Specified herein, and as needed for a complete operating system. This shall include, but not necessarily be limited to, the following:
 - 1. Approvals by cognizant governmental agencies.
 - 2. Setting of anchors.
 - 3. Preparation of wall surfaces.
 - 4. Setting and installation of complete gutter system
 - 5. Grouting and sealing
 - 6. Grounding and Bonding
 - 7. Testing.

1.02 RELATED WORK

- A. Section 03310 - Cast-In-Place Concrete
- B. Section 03360 - Specially Placed Concrete
- C. Section 04100 - Mortar
- D. Section 13155 - Pool Sealant
- E. Section 13160 - Recirculation System.
- F. Section 16450 - Grounding and Bonding

1.03 REFERENCES

- A. The work of the Section shall meet the applicable requirements of:
 - 1. U.S. Swimming, Inc.
 - 2. U.S. Diving, Inc.
 - 3. National Federation of State High School Association (NFSHSA).
 - 4. FINA

1.04 QUALITY ASSURANCE

- A. Use adequate number of skilled mechanics who are thoroughly trained and experienced in the necessary craft and are completely familiar with the Specified requirements and methods needed for proper performance of the Work of this Section

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1. Welders shall have had at least five (5) years experience in setting up and welding gutter systems, and shall be under employ of Contractor or manufacturer
 2. Welders shall have installed at least five (5) gutter systems on pools of similar type and size within the last five (5) years..
- B. Welders shall be competent in Work they are performing for the type and thickness of materials used and for welding positions to be used
- C. Continuously check elevations when setting anchors and gutter to assure finished product will be uniformly straight and level and at an elevation to establish proper water depths.

1.05 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product Data
1. Contractor shall submit
 - a. Manufacturer's data, shop drawings, installation instructions for proprietary materials, including anchors, gutters, converters, weirs, grates, etc.; shop drawings shall show location of weirs, supply and overflow converters, racing line and life line anchors and fabrication details, including welding specifications
 - b. Provide material specifications for gutter and for welding rod.
- C. Provide calculations and design data to show that product submitted meets the requirements of these Specifications, Drawings, and the State Health Code.
- D. Provide gutter sample showing typical cross section, grate, nozzle, weir and other appurtenances. Sample shall show surface finishes to be achieved and shall include a circumferential weld indicating the quality of workmanship to be achieved. If, samples are unacceptable in the opinion of Engineer, additional samples are to be provided until acceptable Work is presented.
- E. Provide typical depth marker for gutter.

1.06 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640
- B. Provide itemized list of all parts or components brought to site.
- C. Materials shall be stored in such a manner to prevent mechanical damage or damage to surface finishes. Materials shall be set on dunnage and shall be at least six inches (6") above grade. Do not set on concrete or on other hard surfaces. Do not store in way of traffic.

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- D. Welding rods shall be stored under conditions to meet the temperature and humidity requirements stipulated by manufacturer.

1.07 WARRANTY

- A. Manufacturer shall provide for 100% warranty for repair or replacement of any defective material or improper workmanship. Warranty shall cover all labor, materials and shipping for a period of five (5) years from date of substantial completion.

PART 2 - PRODUCTS

2.01 Acceptable manufactures:

- A. Neptune Benson, 6 Jjefferson Drive, Coventry, RI 02816, Tel: 800-832-8002.

2.02 PERFORMANCE

- A. The perimeter overflow system shall have the following performances and physical characteristics:
1. Perimeter overflow system shall accommodate required surge capacity (one (1) gallon per square foot of pool surface area,) without flooding
 2. Hydraulic capacity of perimeter overflow system shall be capable of handling 150% of the maximum recirculation rate capability of filter system without flooding
 3. In-place tolerance of gutter overflow lip elevation shall not exceed one-eighth inch (1/8"), as measured between the lowest and highest points of overflow lip
 4. In-place tolerance of horizontal alignment of gutter over-flow system shall not exceed one-eighth inch (1/8"), as measured along entire side of pool.
- B. Gutter shall provide a continuous hydraulic channel and electrical bonding loop around the pool
1. All contours shall be smooth, and all surfaces exposed to gutter flow shall be easily cleanable of scum and surface buildup of foreign materials
 2. Gutter configuration shall be unencumbered by any restrictions or impediments to free passage of water, surface debris and contaminants
 3. Vandal-resistant, easily removable grating providing a minimum of forty percent (40%) open area shall be installed
 4. Provide two (2) sets of any special tools required for the removal or reinstallation of grating.
- C. Gutter shall provide a filtered water return system in which each inlet injects an equal amount of filtered water into the pool

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1. Inlet system shall be designed and installed to provide this flow of chlorinated, filtered water to the bottom third (3rd) of pool
2. Inlets shall be readily replaceable
3. In shallow areas inlets should be installed at more frequent intervals to provide twice the amount of filtered and treated water in these areas
4. Return conduit shall also provide a constant flush of gutter channel, with zero point five (0.5) gpm flow to provide momentum to gutter water and flush system.

2.03 GUTTER

A. Gutter shall be single channel design and comprise of:

1. Overflow and recirculation system
 - a. Fabricated of twelve (12) gauge, type 304L stainless steel
 - b. Systems shall be of manufacturer's a configuration and shape and as shown on Drawings
 - c. All joints shall be continuously welded.
2. Grate
 - a. Gutter channel shall be completely covered with a PVC grate
 - b. Grate shall be affixed mechanically to stainless steel gutter and shall not be removable, except by the use of tools.
 - c. Grate shall be supported at deck side by 1" x 1" x 1/8" type 304 stainless steel angle welded to gutter. Spacing between supports shall not exceed 1'-6".
3. Recirculation tube
 - a. Twelve (12) gauge, type 304L stainless steel, incorporated in overflow system
 - c. Shall be designed and constructed to withstand one point five (1.5) times normal working pressure.
4. Converter
 - a. Shall be incorporated into the system and constructed of Twelve (12) gauge, type 304L stainless steel, shaped and located, as shown on Drawings
 - b. At least one (1) overflow and one (1) return converters are to be provided.
5. Anchorage
 - a. Commercial quality, one half inch (½") galvanized "U" bolts, set into pool wall.
 - b. To be made from hot dip galvanized reinforcing steel welded to pool wall reinforcing steel.
 - c. Patch galvanizing where damaged.

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6. Surge weirs
 - a. Automatic float type, regulated by the pool water level
 - b. Float shall control flow into gutter
 - c. Weirs shall be capable of passing fifty percent (50%) of recirculated flow, when operated one and one-half inches (1½") below gutter lip
 - d. Three (3) extra replaceable floats shall be provided.
7. Wash jets
 - a. Provide in at least six (6) locations to maintain channel cleanliness and provide momentum to channel flow.
8. Inlet fittings
 - a. Shall be nylon and spaced on three foot (3') centers around entire gutter periphery
 - b. Fittings shall be fixed at bottom of recirculation tube and at a forty-five degree (45°) angle with the vertical.
 - c. They shall be sized to provide 125% of design flow.
9. Welding rods
 - a. Shall be 308L, .02 maximum carbon steel and shall be as specified by rod manufacturer for joining of the gutter materials.
10. Depth markers
 - a. Shall be twelve (12) gauge stainless steel type 304, welded to vertical gutter face.
 - b. Depth markers shall consist of a 12 gauge ss 304 L plate into which the depth figures have been cut. Figures shall be at least 4" high. Behind plate shall be mounted a full size sheet of white PVC, 1/8" thick. Stainless steel plate shall be placed over PVC sheet and entire assembly screwed into gutter face.
11. Sharp Edges
 - a. Remove sharp edges from all exposed surfaces, internal and external. This includes interior grating support brackets, stiffeners, etc. Sharp edges on gutter are considered a safety hazard and will be cause for rejection of the entire gutter

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PART 3 - GRENERAL

3.01 PREPARATION

- A. Check that wall surfaces are in good condition, not cracked or broken, laitance has been removed and anchors are in proper locations. Make such repairs or corrections as needed. Wall surfaces that are too high shall be cut down to level needed for installation and to allow for a minimum of three inches (3") of grout under gutter;

3.02 PRELIMINARY

- A. Entire exposed surface of gutter shall be cleaned and polished to a smooth, uniform finish.
- B. All exposed weld beads shall be smooth and polished to match existing surface. Passivate all welded surfaces, remove all blemishes and discoloration.
- C. Gutter finish to be equal to industrial number three (#3) finish similar to Republic Ezy-Blend.
- D. Grit blasted, slip-resistant finish shall be provided on horizontal pool and deck lips.
 - 1. This finish shall be achieved by grit blasting to a roughness. Provide samples of surface roughness to Engineer for approval.
- E. Interior of gutter, including all brackets and shapes shall be ground free of all sharp edges. Gutter shall be checked upon delivery for sharp edges and if found shall be cause for rejection and non-payment by Owner.

3.03 INSTALLATION

- A. Set up gutter in place, tack-weld as required to establish proper elevation. Make certain gutter depth markers are aligned with deck depth markers and correspond with each other. If incorrect, revise as required.
- B. After tacking, do no further Work until gutter alignment and elevations have been checked by licensed Surveyor or Engineer and verified to be within tolerances prescribed herein. Provide Engineer with a written report with all measurements taken. Indicate any non-conformities.
- C. Weld gutter in place and in manner, as prescribed by manufacturer. Welds shall be first class, without overheated zones, discoloration, sharp edges or splatter; joint shall be welded around its entire periphery
- D. Licensed Surveyor or Engineer shall recheck gutter alignment and elevation. Verify that gutter is still within tolerance prescribed. If not, remove out of tolerance sections at joint and reweld. When entire gutter is within tolerance, provide Engineer with written report showing all measurements and maximum tolerances permitted.
- E. Check that gutter provides a continuous electrical bonding loop around periphery of pool

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- F. All contours shall be smooth and all surfaces exposed to gutter flow shall be easily cleanable of scum and surface buildup of foreign materials; gutter configuration shall be unencumbered by any restrictions or impediments to free passage of water, surface debris and contaminants; internal as well as external weld blemishes and all weld spatter shall be removed
- G. All sharp edges on internal, as well as external surfaces shall be ground smooth. This includes internal support brackets for grating.

3.04 STRENGTH AND TIGHTNESS TEST

- A. All tests shall be witnessed by Engineer and Owner.
- B. Fill gutter section to lip and check for leaks. Repair as required. Hold test for twenty-four (24) hours. There shall be no perceptible leakage within this period of time.
- C. Seal off return header, pressurize to fifteen (15) psi and repair any leaks. All exterior welds shall be exposed for this test. Hold pressure for six (6) hours with zero (0) psi pressure loss.
- D. Repeat this test three (3) days later.

3.05 GROUT (non-shrink)

- A. Preliminary
 - 1. Clean space behind and under gutter and make entirely free of oils, garbage, welding rods, splatter, laitance and other debris. Do not form work until this space has been inspected and approved by the Engineer.
 - 2. Form work shall be flush, plumb, level and true with gutter. Provide correctly sealed closure of all forms.
 - 3. Blow out any water and debris behind and below gutter for a thoroughly clean form.
 - 4. Align forms to allow for tile finish and rebate between gutter and grout.
- B. After gutter is in proper alignment, at proper elevation, and upon successful completion of strength and tightness tests, gutter may be grouted in place utilizing 4,000 psi Portland Cement grout mix with an additive of "Sika" Interplast-N at the rate of 1% by weight of cementitious material.
- C. Provide one-half inch by one inch ($\frac{1}{2}$ " x 1") rebate at joint between gutter and grout for sealant and backer rod to be installed.
- D. Install grout behind gutters making certain that entire void is full and no air pockets exist. Grout must be up tight against gutter bottom and be without voids.

3.06 CLEANUP

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- A. Remove all foreign materials from gutter such as protective coatings from shop, grout and concrete splatter.
- B. Cleanup, grind or otherwise remove all weld splatter.
- C. Remove all rust, stains and discoloration's of the gutter.
- D. Check with bare hand for any sharp edges inside as well as outside of gutter. Grind smooth all sharp edges.
- E. Thoroughly clean and rinse all interior surfaces of gutter.

3.07 GRATING

- A. Grating shall be vandal-proof and easily removable with a minimum of forty percent (40%) open area; provide any special tools required for removal or reinstallation of grating.
- B. Grating supports shall be laid out such that ends are adequately supported. At corners, or changes in direction, grating supports shall be provided in both directions, allowing for installation of grating in either direction.
- C. Permanently mark grating and gutter such that grating, if removed, can be reassembled in correct location. Identify section on shop drawing.

END OF SECTION

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SECTION 13160

POOL RECIRCULATION SYSTEM

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Work of the recirculation system includes, but is not limited to, the following
1. Pool perimeter piping
 2. Filter room piping
 3. Pipe supports.
 4. Pump strainers.
 5. Instrumentation and controls.
 6. Hydraulic display panel.
 7. Flow meters
 8. Flow controllers
 9. Pool level controllers
 10. Pool shell fittings.
 11. Air vents, vacuum breakers and accessory items
 12. Main drain frames and grates
 13. Pool Heaters
 14. Painting and identification of pool pipe lines and equipment
 15. Shop drawings and catalog cuts
 16. Record Drawings
 17. Instruction for Owner's personnel
 18. All necessary Health Department, Building Department, Plumbing Department, and Underwriter's approvals, in-spections and certifications, including payment.

1.02 REFERENCES

- A. New York Department of Health, Chapter I, State Sanitary Code Subpart 6-1. (Herein referred to as the "Manual".)

1.03 QUALITY ASSURANCE

- A. Use adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts and are completely familiar with the Specified requirements and methods needed for proper performance of the Work of this Section.
- B. Codes and Regulations
1. In addition to complying with Specified requirements, comply with pertinent regulations of governmental agencies having jurisdiction.
 2. In the event of conflict between or among Specified requirements and pertinent regulations, the more stringent requirement will govern, when so directed by Engineer.

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C. Tests

1. Provide strength and tightness tests on all piping and equipment Specified herein.
2. Operational testing shall be accomplished as Specified above.
3. Labels.
 - a. Check all identification marks and labels, verify conformity with these Specifications.
4. Inspection of equipment and materials shall be made immediately upon arrival on site; damaged or defective items shall be removed; Owner's representative shall be notified immediately of such defects
5. Do not cover, encase or conceal any material or equipment until inspected; inspections requiring Engineer shall include:
 - a. Installation of main drains, pipe sleeves and pool shell equipment
 - b. Pipe pressure tests
 - c. Pump alignment checks
 - d. System test.
6. Notice
 - a. Engineer shall be given seventy-two (72) hours notice of any impending tests (excluding Saturday, Sunday or holiday).
7. Pool water recirculation piping test
 - a. All pipes in the system shall be hydrostatically tested for leakage and strength at fifty (50) psi or one point five (1.5) times the maximum working pressure, whichever is greater. Gravity lines, such as main drains, and pump suctions shall be tested at eighteen (18) psi hydrostatic. All air shall be removed before test is applied. Tests shall be held for one (1) hour; all pipes, fittings and accessories shall be inspected and free of any leakage.
 - b. All broken, defective or cracked pipe, joints or fittings shown to leak during this test shall be removed and replaced. Replace gaskets and packing where leaking.
 - c. Contractor shall furnish all equipment required for testing including two (2) six inch (6") diameter pressure gauges shall be calibrated and certified by a testing lab acceptable to Engineer.

1.04 SUBMITTALS

- A. Comply with pertinent provisions of Section 01300, "Shop Drawings, Product Data and Samples."
- B. Product Data
 1. Contractor shall submit:
 - a. Materials list of items proposed to be provided under this Section.

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- b. Manufacturer's specifications, catalog cuts and other data needed to verify compliance with the Specified requirements.
- C. Shop drawings to be provided shall include, but not be limited to, the following:
 - 1. Filter room equipment and piping layout one-half inch to one foot ($\frac{1}{2}$ " = 1'0") or larger scale; layout shall show all valves and numbers assigned
 - 2. General pool piping layout including invert elevations
 - 3. Piping hangers and supports
 - 4. Sleeve drawings, equipment base, foundation drawings.
- D. Do no Work until shop drawings, catalog cuts and samples have been approved by Engineer.

1.05 PRODUCT HANDLING

- A. Protection
 - 1. Deliver materials to job site and store in designated areas. Protect from mechanical damage. Do not place in traffic areas where pipe may be crushed.
 - 2. Protect ends of pipe to prevent entrance of foreign material and wildlife.

1.06 VERBAL INSTRUCTIONS

- A. During testing periods, Contractor shall supply services of one (1) or more technically qualified person to formally instruct Owner's operating personnel in the care, use and maintenance of pool recirculating system. Contractor shall contact Owner for personnel to be trained and shall plan and schedule times and sites convenient for Owner's personnel; training shall be done from written instruction manual (3 copies to be handed over to Owner) and shall include the following, as a minimum:
 - 1. Backwash of filter
 - 2. Startup of dead system
 - 3. Shutdown of system
 - 4. Winterization
 - 5. Start-up
 - 6. Care of pool
 - 7. Balancing of water chemistry
 - 8. Trouble-shooting problems
 - 9. Establishing normal operating conditions
 - 10. Maintenance and servicing of equipment
 - a. pumps
 - b. filters
 - c. valves
 - d. chemical feeders
 - e. instrumentation.
 - 11. Care of the pool, plaster and tile surfaces
 - 12. Care of deck equipment
 - 13. Anticipating problems
 - 14. Safety considerations.

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- B. Minimum of forty (40) hours of instruction shall be given; twenty (20) hours shall be in formal initial instruction, the remainder shall be spent, at the request of Owner, to instruct Owner's personnel during the first month after substantial completion and during pool operation.

1.07 SAMPLES

- A. Provide samples of the following materials and equipment; all samples shall be clearly identified with material identification, manufacturer and Specification Section
 - 1. One foot (1') length of polyvinyl chloride (PVC) pipe, three inch (3") diameter, manufacturer's markings and ninety degree (90°) ell solvent welded to it.
 - 2. One foot (1') length of chemical suction hose and one foot (1') length of discharge hose with manufacturers markings.
 - 3. One (1) plastic ball valve, one inch (1") size, complete with union ends.

1.08 SPARES

- A. Provide the following spare parts to be used in the system. These shall be identified with the equipment installed.
 - 1. Two (1) 6" bezel pressure gauges
 - 2. Two (1) 6" bezel compound gages
 - 3. One (1) extra stainless steel basket for each pump strainer
- B. Items shall be in original cartons and turned over to Owner at the end of the project. Obtain signature of Owner's Representative when turning over items.

1.09 CERTIFICATES

- A. Contractor shall provide manpower for such setup and adjustments to operating conditions needed to meet requirements for an operating permit in compliance with the "Manual" and to present recirculating system for inspection.
- B. Materials
 - 1. Contractor shall provide certificates attesting to the following:
 - a. Pipe and piping materials
 - b. Fiberglass resin used for the sodium hypochlorite tank.

PART 2 - PRODUCTS

2.01 PIPING

- A. Piping to be poly (vinyl chloride) PVC schedule 80 (unless otherwise noted) type 1, grade 1, PCVC 1120 as per ASTM D-1784 and ASTM D-1785. Fittings to be socket type PVC schedule 80- as per ASTM D-2467. All joints to be solvent welded. All materials shall be supplied by one manufacturer.
- B. Piping to and from pool water heater shall be CPVC Sch 80

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- C. Hardware
 - 1. All mounting and connecting hardware to be stainless steel type 304. Plain steel, galvanized or Cad plated hardware is not acceptable

2.02 PIPE SUPPORTS

- A. Fabricate hangers as shown on the drawings and as otherwise required to support the piping.
- B. Fabricate all supports from 3"x3"x1/4" steel angles and shapes. Supports shall be welded completely. Threaded rod supports are not acceptable.
- C. All pipes shall be properly supported from above and below and also supported against lateral thrust at pipe ends.
- D. Pipe hanger supports and straps for PVC pipe shall be lined with 3/8" thick elastomeric material.
- E. Plastic pipe 2" and smaller shall be supported every five feet or less, pipe 2 1/2" and larger, every seven feet.
- F. Hangers for pipe 6" and larger shall be installed from an auxiliary steel structure supported from the floor.
- G. All hangers, supports and straps shall be hot dip galvanized two ounce per square foot surface. Hangers, supports and straps shall be hot dipped galvanized steel (after fabrication).

2.03 VALVES

- A. Butterfly Valves
 - 1. Butterfly valves shall have nylon 11 coated cast iron body, nylon 11 ductile iron disc, stainless steel 316 stem, and EPDM seat.
 - 2. Valves six inches (6") and smaller shall be lever operated, eight inches and larger shall be gear operated.
 - 3. When valve is submerged below the waterline, provide stainless steel extender, brackets and supports to raise handle or gear operator (where provided) above water level
 - 4. Valves shall be Series 30, as manufactured by Bray Valve & Controls, Inc., 9845 Drysdale Lane, Houston, TX 77041, (Tel: 713/460-2600).
- B. Check Valves
 - 1. Check valves for recirculation water shall be wafer type, with cast iron body, Buna N seat, type 316 stainless steel spring
 - 2. Valves shall be Series 5051-316, as manufactured by Techno Corp., 2709 West 10th Street, P.O. Box 1416, Erie, PA 16512, (Tel: 814/838-4561).

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C. Ball Valves

1. Thermoplastic, virgin PVC, Type 1, Grade 1, O-Rings, with union ends NSF listed, as manufactured by Spears Manufacturing, 15853 Olden Street, P.O. Box 4428, Sylmar, CA 91342-4428, (Tel: 818/364-1611.)

D. Makeup Water Valves

1. Valves shall be normally closed solenoid type, two (2) way, packless, forged brass body with Buna N valve seat; all internal parts in contact with water shall be stainless steel; valve shall have Class A continuous duty coil, NEMA 4X watertight/dusttight enclosure.
2. Valve to be slow closing type., same size as pipe line. Quick closing solenoid valves are not acceptable
3. Model 8221G13 as manufactured by: Automatic Switch Co.(ASCO), Hanover Rd., Florham Park, NJ 07932 (Tel: 201/966-2000).

E. Hardware

1. All mounting and connecting hardware for all valves to be stainless steel type 304.

2.04 AUTOMATIC AIR VENT

- A. Automatic air vents are to be provided at all trapped high points of piping; indicate and schedule vents on pump room shop drawings.
- B. Vents to be three-quarter inch (¾") cast bronze construction, No. 50, as manufactured by Hoffman Specialties Co., 1700 West 10th St., Indianapolis, IN 46222, (Tel: 317/632-7538).

2.05 VACUUM BREAKER

- A. Provide vacuum breakers, at all pipe line and equipment high points and where required to permit line and tank drainage, and/or prevent back siphonage on fresh water lines. Vacuum breakers shall be Catalog No. 31, as manufactured by Cla-Val Co., Inc. P.O. Box 1325, Newport Beach, CA 92663-1325, (Tel: 714/548-2201.)

2.06 PRESSURE AND VACUUM GAUGES

- A. Provide compound and pressure gauges with scales indicated and where shown on Drawings and as described herein
 1. Gauges on suction sides of pumps shall be compound type with dials reading from thirty inches (30") hg to zero (0) psi to thirty (30) psi. pressure. Gauges on discharge sides of pumps shall be straight pressure and shall read from zero (0) psi to sixty (60) psi.
 2. Phenol case, six inch (6") bezel, 316 stainless steel, over pressurized and stress-relieved bourdon tube, stainless steel type 316 socket and tip, welded to US Navy standard white dial, rear micrometer adjustment one-quarter inch (¼")

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- male NPT bottom or back connection, accuracy to plus or minus one-half of one percent ($\pm\frac{1}{2}$ of 1%) scale range. Bold black graduations, numerals and pointer.
3. Each gauge shall be supplied with a 1/4" Stainless steel 304 "pig tail" or shock loop and shall have a 1/4" steel shut off cock.
 4. Gauges shall be as manufactured by:
 - a. Type 400, Helicoid Instruments, 1100 Buckingham Street, Watertown, CT 06795, (Tel: 203/575-3026)
 - b. Weksler Instrument Co., 8 Mill Road, P.O. Box 808, Freeport, NY 11520-0808, (Tel: 516/623-0100.)
 - c. U.S. Gauge Co.

2.07 THERMOMETERS

- A. Thermometers shall be four & one half inch (4½") diameter, dial type, with separable socket connection bulb, mercury-actuated and wall-mounted.
- B. Range shall be 30 degrees Fahrenheit to one-hundred twenty degrees Fahrenheit (30°F - 120°F). Provide interconnecting tubing, as required.
- C. Thermometers shall be as manufactured by Weksler Instruments Co., Freeport, NY.

2.08 FLOW METERS

- A. Filtered water return; self-powered analog type with five and one-half inch (5½") dial, 250 degree full scale meter movement.
 1. Meter shall be mounted in corrosion-resistant enclosure.
 2. Provide manufacturer's mounting kit.
 3. Meter scale shall be as shown on Drawings.
 4. Meter sensor shall be paddle-wheel type.
 5. Meter sensor and installation fittings shall be, as manufactured by Signet Scientific Corporation, 3401 Aerojet Ave., P.O. Box 5770, El Monte, CA 91734-5770, (Tel: 818/571-2770).
- B. Backwash Water; Acrylic body with SS 316 float, pilot type. Meter shall be calibrated for pipe line diameter where installed. Manufacture: Blue White Industries, 14931 Chestnut Street, Westminster, CA 92683. (Tel: 714/ 893-8529.)

2.09 FLOW CONTROLLER

- A. Flow controller for pool shall be automatic and factory set for flow rate. All internal parts shall be passivated stainless steel and accurate within plus or minus five percent ($\pm 5\%$). Controller shall be capable of absorbing pressure differentials from clean to dirty filters (up to 15 psi). Provide correct series.
- B. Controller shall have cast iron body with stainless steel in-ternals, class 150, flange type and shall be preset for pool circulation rate in gpm, equipped with direct-mounted meter kit. Include gauges, shut off cocks and calibration scale.
- C. Valve shall be as shown on Drawings, as manufactured by Griswold Controls, Inc., 2803 Barranca Road, Irvine, CA 92714, (Tel: 714/559-6000.)

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2.10 WATER LEVEL CONTROL

- A. Acceptable manufacturer: Neptune Benson, Coventry, RI.
- B. Shall be Series 16VM solid state liquid level control, UL approved, field changeable sensitivity designed for single level service, direct mode operation, 4.7K sensitivity, plug-in module, 24 VAC, octal socket.
- C. Electrode fitting shall be Series 3F, sized to accommodate two (2) electrodes, pressure tight assembly, two inch (2") flange.
- D. Electrodes shall be Series 3R metallic rods with one (1) threaded end for attachment to electrode fitting, quantity two (2); length to be determined in field; electrode material shall be Monel with no sheathing.
- E. Electrode chamber shall be fabricated by Contractor of two inch (2") clear PVC Sch 80. See drawing for probe chamber detail.

2.11 MAIN DRAIN FRAME AND GRATES

- A. Grate shall be of reinforced Cicolac construction, reinforcing cross ribs, SS type 304 fasteners for securing to frame. Slotted openings in grate not to exceed five sixteenths of an inch (5/16") in one dimension.
- B. Velocity through grating shall not exceed 1.5 feet per second
- C. Grates shall be anti-entrapment type, VGBA approved as manufactured by Lawson

2.12 POOL HEATERS

- A. The POOL HEATER shall be a LOCHINVAR EnergyRite Pool Heater Model ERN 401 having an input rating of 399,999 Btu/hr and an output of 399,999 Btu/hr and shall be operated on LP Gas (propane).
- B. The water containing section shall be of a "Fin Tube" design, with straight copper tubes having extruded integral fins spaced seven (7) fins per inch. The tubes shall terminate into a one piece rear header and a two piece front header with an integral by-pass assembly. The front header configuration shall allow access to the heat exchanger for the purposes of inspection, cleaning or repair. The heat exchanger shall have a drain for proper draining and winterization. The front header shall provide a 3/4" NPT connection for a field installed relief valve when required. The heat exchanger shall be mounted in a stress free jacket assembly in order to provide a "free floating design" able to withstand the effects of thermal shock. The polymer front header shall have water connections for 2" pipe. The heat exchanger assembly shall carry a three (3) year limited warranty against failure caused by defective workmanship or material.
- C. The combustion chamber shall be sealed and completely enclosed with Loch-Heat[®] ceramic fiberboard insulation. The Loch-Heat material shall provide a high efficiency insulation barrier while providing low weight. The burners shall be constructed of high temperature stainless steel and fire on a horizontal plane. The POOL HEATER shall have an integral combustion air blower to precisely control the fuel/air mixture for maximum efficiency.

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Operation of the combustion air blower and venting system shall be monitored by an air proving switch.

- D. The POOL HEATER shall be constructed with a heavy gauge pre-painted galvanized steel exterior jacket assembly. All steel jacket components must be galvanized on both sides.
- E. The POOL HEATER shall be certified and listed by CSA International under the latest edition of the appropriate ANSI test standard. The POOL HEATER shall comply with the energy efficiency requirements of the latest edition of the ASHRAE 90.1 Standard. The POOL HEATER shall operate at a thermal efficiency of up to 87%.
- F. The POOL HEATER shall be furnished with an integral by-pass assembly to ensure proper operation without condensation. The by-pass assembly shall be internally mounted inside the polymer front header. The by-pass assembly shall be constructed with all corrosion resistant materials for long life. The by-pass shall automatically control water flow rates through the heat exchanger to maximize efficiency and prevent sweat and condensate problems. No auxiliary by-pass shall be required unless water flow rates exceed 100 GPM.
- G. Standard operating controls shall include a digital electronic thermostat with independent settings for either pool or spa temperature control. The electronic temperature control shall ensure accurate temperature control to 61°F. A pool water safety high limit control shall be provided. The temperature controls shall be factory installed and weather proof. Adjustment of the temperature control shall be made without tools or the removal of any jacket panels. The pool heater shall have a master on/off switch inside the jacket enclosure.
- H. The POOL HEATER shall be field convertible to operate on either 120 VAC. The standard control system shall include a direct-spark ignition system. The ignition system shall provide flame supervision for 100% safety shutdown. The POOL HEATER shall be equipped with a 2-line, 16-character digital display to provide the status of operation and trouble shooting assistance on a control sensed malfunction. The control shall consist of the ignition control and a main gas valve with redundant valve seats and a (low gas pressure regulator on 250,000 – 400,000 models). Additional standard controls shall include a combination low air and blocked flue pressure switch to monitor fan operation, low voltage transformer for the control circuit and a convenient 24 volt terminal strip for easy connection of remote controls. The POOL HEATER shall be provided with a built-in low water pressure switch to monitor water flow. A 24 VAC control circuit and components shall be used. All components shall be easily accessed and serviceable.
- I. The POOL HEATER shall have an independent laboratory rating for Oxides of Nitrogen (NO_x) of less than 30 ppm corrected to 3% O₂.
- J. The POOL HEATER shall be provided with the following venting system: (select one of the seven venting options)

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- K. Conventional Negative Draft Venting with combustion air from the equipment room: Installed indoors with an optional venting kit to allow use of a negative draft Type “B” vent to a rooftop termination while drawing combustion air from the mechanical room.
- L. DirectAire Vertical with Rooftop Air Inlet: Installed indoors with an optional venting kit to allow use of a vertical negative draft Type “B” vent to the rooftop and an additional air inlet pipe to draw combustion air from the rooftop. Air inlet pipe not to exceed 50 equivalent feet in length.
- M. Powered DirectAire: Installed indoors with an optional venting kit to allow use of a powered vent cap to exhaust flue products to the sidewall with a negative draft Type “B” vent and an additional air inlet pipe to draw combustion air from the sidewall. The flue pipe or air inlet pipe each shall not to exceed 75 equivalent feet in length.
- N. The entire POOL HEATER shall be furnished with a 3 Year Limited Warranty. This warranty shall provide three years of protection on the heat exchanger and two full years on all other components.
- O. The pool heater shall be constructed to the requirements of the American Society of Mechanical Engineers and bear the “HLW” stamp with a 160 PSI working pressure and shall be National Board Listed. The glass-lined cast iron front header assembly shall mount with bolts and seal with an EPDM gasket. The heat exchanger shall have multiple drains for proper draining and winterization. The front header shall have water connections for both 1-1/2" and 2" pipe. Pipe connections may be either threaded or slip fit.

2.13 PUMP STRAINER

- A. Strainer shall have a fiberglass body, high impact clear acrylic top, reducing flange on downstream side . Size shall be equal to pump suction size.
- B. Baskets shall be S.S. construction. Remove all sharp edges. Sharp edges will be cause for rejection.

PART 3 - EXECUTION

3.01 PRELIMINARY

- A. Contractor shall provide and install a complete operating and totally functioning and approved pool recirculating system.
- B. Contractor shall Work in harmony with the Municipality and other trades on the Project, co-ordinating the Work and providing labor and materials to permit an orderly progress of Work.

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- C. Installation of fittings and connections to the new pool shall be coordinated with the progress of Work. Fittings shall be checked and sharp edges removed. Shell penetrations and fittings shall be carefully located and rigidly supported to resist movement during pouring of concrete.
- D. All penetrations into pool shell shall have waterstops.
- E. Metal fittings or fittings having metal components shall be bonded per NEC before being poured into position. Obtain Underwriters approval before pouring.
- F. All fastenings throughout recirculation system, filter system and balance tank shall be SS 304 type. CAD plated or galvanized fastenings will not be accepted.

3.02 PIPING

A. Plastic Pipe

- 1. Pipe shall be cut at right angles to its axis, burrs remaining shall be removed inside and out; inside must be reamed to full pipe diameter and outside shall be chamfered to match socket requirements (1/16" to 3/32" deep with 10-15 degree angles)
- 2. On threaded pipe, joints shall be made-up after placing a Teflon tape on pipe threads
- 3. Pipe shall be joined, in accordance with manufactur-er's requirements; joint shall not be disturbed until initial set has occurred; this time shall be specified by manufacturer, but in no case shall be less than the following

<u>TEMPERATURE</u>	<u>SET TIME</u>
60°F. - 100°F.	½ hour
40°F. - 60°F.	1 hour
20°F. - 40°F.	2 hours
0°F. - 20°F.	4 hours.

- 4. Do not cement above 110°F.; sloppy joints or excessive use of solvents or runs out of square shall be cause for rejection; at close of Work each day, Contractor shall seal ends of all installed piping and equipment to prevent the entry of foreign matter or wildlife
- 5. Pressure tests for plastic pipes shall not be applied before the time recommended by manufacturer, but in no time less than given, as follows

<u>TEMPERATURE</u>	<u>PIPE</u>	<u>PIPE</u>	<u>PIPE</u>
<u>RANGE</u>	<u>½"- 1¼"</u>	<u>1½"- 3"</u>	<u>3½"- 8"</u>
60°F. - 100°F.	1 hour	2 hours	6 hours
40°F. - 60°F.	2 hours	4 hours	12 hours
10°F. - 40°F.	8 hours	16 hours	48 hours.

- 6. PVC expansion joints shall be installed wherever a single pipe is of significant length to prevent the possibility of buckling or parting due to expansion
- 7. All valves on plastic pipe lines must be braced to resist momentum occurring when valve is opened or closed

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8. Connections between PVC and metallic pipes shall be flange type with metallic companion flange similar to pipe material
9. Air vents shall be installed at high points in filter area and pipe gallery piping and drains, with three-quarter (3/4") gate valves at the low points, such that all piping can be drained
10. Unions or flanges shall be used at equipment to permit easy disconnection of pipe. Provide isolation valves on each side of the equipment such as to permit removal of the equipment without shutting down system.
11. Piping shall be run parallel to walls and ceiling at elevations as shown on Drawings; installation shall be made in a neat workmanlike manner with all connections made, as specified by material manufacturer
12. Pipe supports
 - a. All pipes shall be properly supported from above or below and also supported against lateral thrust at pipe ends
 - b. Pipe hangers supports and straps for PVC pipe shall be lined with an elastomeric material to protect pipe from damage
 - c. Plastic pipe two (2") inches and smaller shall be supported every five feet (5') or less; pipe two and one-half inches (2½") and larger, every six feet (6') or less
 - d. Hangers for pipes six inches (6") and larger shall be installed from an auxiliary steel structure supported from floor; all hangers, supports and straps shall be hot-dip galvanized two (2) ounces per square foot of surface
 - e. Indicate and detail all hangers, supports and straps used for filter room; pipes in filter room shall be supported on galvanized steel.
 - f. Provide all pipe hangers and supports necessary to properly support the pipe and protect against thrust, impurities and physical misuse.
13. All pipes shall be thoroughly flushed and cleaned be-fore pumps are started. This shall take at least one-half (½) hour.

B. Drainage

1. Main drain line shall be continuously sloped back to main drain box

3.03 FLOAT VALVE

- A. Check that floats are properly secured on the operating rods and that lock nuts are in position and secure.
- B. Verify that swing throughout extremes of operation is unobstructed. Indicate measurement to bottom of tank on Record Drawings. Do not choke down on swing unless so instructed by Engineer.

3.04 GAUGES

- A. Locate gauges in suction and discharge lines of pump such that all centerlines are at same elevation. Face gauges to be readable on approach to equipment.
- B. Mount gauges on 1/4" (min.) Stainless steel pig tails complete with snubber and stainless steel shutoff cocks.

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3.05 LOW LEVEL CUTOUT

- A. Mount On balance tank using SS 304 mounting hardware. Probes shall be mounted in 4" clear PVC tube outside tank, connected top and bottom.
- B. Probes shall be adjusted to shut down recirculation pump when water level in tank drops to 4" over pump suction inlet.

3.06 POOL MAKE UP WATER

- A. Mount sensing probes in separate 2" clear PVC sch 80 pipe. Use SS 304 mounting hardware.
- B. Adjust probes as required to control pool water level within 1/8" of centerline of gutter weir (wading pool) or 1/16" of gutter lip for main pool..
- C. Probes shall be located under bleacher area to obtain necessary elevation. Run all interconnecting piping between pool and probe chambers.

3.07 FLOW METER

- A. Flow meter transmitter shall be mounted in pipe line with a minimum of 10 pipe diameters clearance upstream and 5 pipe diameters downstream from any fittings, equipment or interferences.
- B. Readout head shall be mounted remotely on wall. Provide mounting kit. Support interconnecting cabling.

3.08 CONTROLS AND INSTRUMENTATION

- A. Provide all hydraulic controls associated with recirculation system, including, but not limited to the following
 1. Provide one (1) compound gauge in the suction of each pump and one (1) pressure gauge on discharge side of each pump each gauge with a pig tail tee-head cock for isolation.
 2. Rate of flow indicator shall be provided and installed on lines returning filtered water to pool. Indicator shall be complete with all accessories required for operation, all as supplied by manufacturer. Install meters with upstream and downstream clear distances, as recommended by manufacturer for this installation. Submit recommendations to Engineer for review.
 3. Gauges and meters shall be flush mounted for panel installation.
 4. Balance tank low level cutoff for pool shall be installed and adjusted, as recommended by manufacturer.
 5. Manufacturer's representative shall review the entire installation and make such adjustments as it deems necessary. Low level cutoff shall be wired into main pool recirculation pump motor starter and shall cause the recirculation pump to shutdown when water in balance tank recedes to level six inches (6") above pump suction inlet.

3.09 Pool Water Heating

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- A. Run piping and make connection to Pool Water Heater. Piping on discharge side of heater, and piping within 5'-0" of inlet side shall be CPVC Sch 80
- B. Run piping and make connections to Pool Water Heater in dehumidification system. Piping for both inlets and outlet shall be CPVC Sch 80.
- C. Provide isolation valves on each side of equipment.

3.10 PIPE SUPPORTS

- A. Obtain in place elevations and dimensions of all installed work. Use in determining size and elevations of supports. Pipes shall be supported to eliminate sags and low points.
- B. Do not hang or support one pipe from another.
- C. Install pipe supports at elevations established for continuous slope in one direction.
- D. Affix support to building walls and floors. Piping MAY NOT be supported from overhead. Use stainless steel shims or non shrink grout to provide surface contact at all supports.
- E. Install pipe anchors, restraints and sway braces, at locations noted on drawings. Design anchors so ,as to permit piping to extend and contract freely in opposite directions, away from anchor points. Install anchors independent of all hangers and supports, and in a manner which will not affect structural integrity of the building. Do provide support to resist end thrust and lateral displacement. Provide such additional supports as Engineer may deem necessary to prevent excessive movement.

3.11 PAINT

- A. All equipment and piping in pump room shall be painted as specified.
- B. Items to be painted under the following. Do not paint stainless steel equipment nor chemical storage tanks:
 - 1. Pool recirculation piping including flow arrows, bands and descriptive information
 - 2. Pipe hangers and supports
 - 3. Valve extension rods
 - 4. Equipment shelves, supports, brackets (not chemical feeders)
 - 5. Filter tanks.
 - 6. Recirculation pumps.
 - 7. Balance tanks.
- C. The following conditions shall apply
 - 1. No painting shall be done until surfaces have been cleaned and inspected and accepted by Engineer
 - 2. Surfaces shall be prepared in a workmanlike manner, to achieve a smooth, crack free, clean, dry surface, free from all dirt, dust, oil, and other foreign material

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3. PVC surfaces shall be lightly sanded prior to application of paint.
4. During painting, Contractor shall protect all but the area being painted with a drop cloth.
5. Painting shall be done in conformance with the manufacturer's instructions and in manner satisfactory to Engineer.
6. Paint shall not be modified or extended unless authorized, curing or hardening compounds shall **not** be added
7. Pipes shall not be painted while water is inside.
8. At the completion of painting, Contractor shall remove all paint spatter and droppings.

D. Nomenclature

1. The wording stenciled on pipes shall correspond to the nomenclature used in instruction charts, and equipment identification systems:
 - a. Contractor shall letter in function of each pipe in large letters, three-quarter inch (3/4"), visible, from the floor, at a ten (10') ft intervals after pipes have been painted
 - b. Coloring of this lettering shall contrast with the color of the painted pipe
 - c. Arrows showing direction of flow shall be stencil-ed between the above lettering
 - d. Muriatic acid storage vat shall be identified with red lettering, one inch (1") high, as follows:

**DANGER - MURIATIC ACID
WEAR PROTECTIVE CLOTHING**

- e. Sodium Hypochlorite Tank shall be identified with red lettering. Two inch (2") high as follows:

**DANGER - SODIUM HYPOCHLORIDE
WEAR PROTECTIVE CLOTHING**

E. Equipment Paint

Note that filter and balance tank manufacturer(s) shall supply sufficient quantity of paint to touch up prime coat and apply two finish coats to entire tank and supports.

END OF SECTION

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SECTION 15400 – PLUMBING PIPING FOR POTABLE WATER SUPPLY SYSTEMS

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Pipe and pipefittings.
- B. Valves.
- C. Potable water piping system.

1.02 QUALITY ASSURANCE

- A. Valves: Manufacturer's name and pressure rating marked on valve body.
- B. Welding Materials and Procedures: Conform to ASME Code (and applicable state labor regulations.)
- C. Welders Certification: In accordance with ANSI/ASME Sec IX.

1.03 SUBMITTALS

- A. Submit product data on pipe materials, pipe fittings, valves, accessories and shop standards.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in shipping containers with labeling in place.

PART 2 – PRODUCTS

2.01 WATER PIPING, BURIED WITHIN 5 FEET OF BUILDING

- A. Copper Tubing: ASTM B88, Type K hard drawn. Fittings: ANSI/ASME B16.33 wrought solder joint. Joints: ANSI/ASME B32 solder Grade 95TA.
- B. Cast Iron Pipe: ANSI/AWWA C151. Fittings: Ductile iron, standard thickness. Joints: ANSI/AWWA C111, rubber gasket with $\frac{3}{4}$ inch diameter rods.

2.02 WATER PIPING, ABOVE GRADE

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- A. Copper Tubing: ASTM B88, Type K hard drawn. Fittings: ANSI/ASME B16.33 wrought solder joint. Joints: ANSI/ASME B32, solder, Grade 95TA.
- B. Galvanized Steel Pipe: ASTM A53 or A120, Schedule 40. Fittings: Cast iron. Joints: Grooved mechanical couplings.

2.03 FLANGES, UNIONS AND COUPLINGS

- A. Pipe Size 2 Inches and Under: 150 psig malleable iron unions for threaded ferrous piping; bronze unions for copper pipe, soldered joints.
- B. Pipe Size Over 2 Inches: 150 psig forged steel slip-on flanges for ferrous piping; bronze flanges for copper piping; neoprene gaskets for gas service; 1/16 inch thick preformed neoprene.
- C. Grooved and Shouldered Pipe End Couplings: Malleable iron housing clamps to engage and lock, designed to permit some angular deflection, contraction, and expansion; "C" shape composition sealing gasket; steel bolts, nuts, and washers, galvanized couplings for galvanized pipe.
- D. Dielectric Connections: Union with galvanized or plated steel threaded end, copper solder end, water impervious isolation barrier.

2.04 ACCEPTABLE MANUFACTURERS – GATE VALVES

- A. NIBCO
- B. Watts
- C. Milwaukee

2.05 GATE VALVES

- A. Up to 2 Inches: Bronze body, rising stem and handwheel, inside screw, single wedge or disc, solder ends.
- B. Over 2 Inches: Iron body, bronze trim, non-rising stem and handwheel, OS&Y, double wedge flanged ends.

2.06 ACCEPTABLE MANUFACTURERS – GLOBE VALVES

- A. NIBCO

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B. Watts

C. Milwaukee

2.07 GLOBE VALVES

A. Up to 2 Inches: Bronze body, rising stem and handwheel, inside screw, renewable composition disc, solder ends, with backseating capacity.

B. Over 2 Inches: Iron body, bronze trim, rising stem and handwheel, OS&Y, plug-type disc, flanged ends.

2.08 ACCEPTABLE MANUFACTURERS – BALL VALVES

A. NIBCO

B. Watts

C. Milwaukee

2.09 BALL VALVES

A. Up to 2 Inches: Bronze body, stainless steel ball, Teflon seats and stuffing box ring, lever handle and balancing stops, solder ends.

B. Over 2 Inches: Cast steel body, chrome plated steel ball, Teflon seat and stuffing box seals, lever handle or gear drive handwheel for sizes 10 inches and over, flanged.

2.10 ACCEPTABLE MANUFACTURERS – BUTTERFLY VALVES

A. NIBCO

B. Watts

C. Milwaukee

2.11 BUTTERFLY VALVES

A. Iron body, bronze disc, resilient replaceable seat for service to 180 degrees F, water or lug ends, 10 position lever handle.

2.12 ACCEPTABLE MANUFACTURERS – SWING CHECK VALVES

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- A. NIBCO
- B. Watts
- C. Milwaukee

2.13 SWING CHECK VALVES

- A. Up to 2 Inches: Bronze 45 degree swing disc, solder ends.
- B. Over 2 Inches: Iron body, bronze trim, 45 degree swing disc, renewable disc and seat, flanged ends.

2.14 ACCEPTABLE MANUFACTURERES – SPRINGLOADED CHECK VALVES

- A. NIBCO
- B. Watts
- C. Milwaukee

2.15 ACCEPTABLE MANUFACTURERES – RELIEF VALVES

- A. NIBCO
- B. Watts
- C. Milwaukee

2.16 RELIEF VALVES

- A. Bronze body, Teflon seat, steel stem and springs, automatic, direct pressure actuated, capacities ASME certified and labeled.

PART 3 – EXECUTION

3.01 PREPARATION

- A. Ream pipe and tube ends. Remove burrs. Bevel plain end ferrous pipe.
- B. Remove scale and dirt, on inside and outside, before assembly.

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- C. Prepare piping connections to equipment with flanges or unions

3.02 INSTALLATION

- A. Provide non-conducting dielectric connections wherever jointing dissimilar metals.
- B. Rout piping in orderly manner and maintain gradient.
- C. Install piping to conserve building space and not interfere with use of space
- D. Group piping whenever practical at common elevations.
- E. Install piping to allow for expansion and contraction without stressing pipe, joints, or connected equipment.
- F. Provide clearance for installation of insulation and access to valves and fittings.
- G. Provide access where valves and fittings are not exposed. Coordinate site and location of access doors.
- H. Slope water piping and arrange to drain at low points.
- I. Where pipe support members are welded to structural building framing, scrape, brush clean and apply one coat of zinc primer to welding.
- J. Prepare pipe, fittings, supports and accessories not prefinished, ready for finish painting.
- K. Establish invert elevations, slopes for drainage to $\frac{1}{4}$ inch per foot 2 percent minimum. Maintain gradients.
- L. Install bell and spigot pipe with bell end upstream.
- M. Install valves with stems upright or horizontal, not inverted.

3.03 APPLICATION

- A. Use grooved mechanical couplings and fasteners only in accessible locations.
- B. Install unions downstream of valves and at equipment or apparatus connections.

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- C. Install brass male adapters each side of valves in copper piped system. Sweat solders adapters to pipe.
- D. Install ball valves for shut-off and to isolate equipment, parts of systems, or vertical risers.
- E. Install globe valves for throttling, bypass, or manual flow control services.
- F. Provide spring loaded check valves on discharge of water pumps.

3.04 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Prior to starting work, verify that system is complete, flushed and clean
- B. Ensure PH of water to be treated is between 7.4 and 7.6 by adding alkali (caustic soda or soda ash) or acid (hydrochloric.)
- C. Inject disinfectant, free chlorine in liquid, powder, tablet or gas form, throughout system to obtain 50 to 80 mg/L residual concentration.
- D. Bleed water from all outlets to ensure complete distribution and test for disinfectant residual concentration at minimum of 15 percent of outlets.
- E. Maintain disinfectant in system for 24 hours.
- F. If final disinfectant residual concentration tests less than 25 mg/L, repeat treatment.
- G. Flush disinfectant from system until residual concentration equals to that of incoming water or 1.0 mg/L.
- H. Take samples no sooner than 24 hours after flushing, from 10 percent of outlets and from water entry, and analyze in accordance with AWWA C601.

3.05 SERVICE CONNECTIONS

- A. Extend existing potable water service from point or points designated by owner to maintenance building and to new and relocated drinking fountains shown on plans. Provide potable water service main inside maintenance building complete with reduced pressure backflow preventer and by-pass valves. Provide sleeve in wall for incoming potable water service main and support at wall. Caulk enlarged sleeve and make watertight with pliable material. Anchor service main inside to concrete wall. Provide 18 gauge galvanized sheet metal sleeve around service

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main to 6 inches above floor and 6 feet minimum below grade. Size for minimum of 2 inches of loose batt insulation stuffing.

END OF SECTION

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SECTION 16050 – BASIC ELECTRICAL REQUIREMENTS

PART 1 – GENERAL

1.01 DESCRIPTION

- A. The General and Supplementary Conditions accompanying these Specifications are hereby made a part of the requirements for the work under this Division of the Specification.

1.02 WORK INCLUDED

- A. Provide all labor, materials, equipment, tools, appliances, services, hoisting, scaffolding, support, supervision, subcontractors, fees and licenses, etc., and perform all operations for the furnishing and installation of the electrical systems, including but not limited to the work described hereinafter. The work shall meet or exceed the latest codes, regulations and requirements of all authorities having jurisdiction.
- B. Provide labor and materials required to install, test and place into operation the electrical systems as called for in the Contract Documents, and according to applicable codes and regulations.
- C. Provide all labor, materials, apparatus, and appliances essential to the complete functioning of the systems described and/or indicated herein, or which may be reasonably implied as essential whether mentioned in the Contract Drawings and Specifications or not. Any item not specifically shown on the Drawings or called for in the Specifications, but normally required to conform with the intent, are to be considered a part of the Contract.
- D. The electrical work is shown schematically on the Drawings to indicate the general system arrangement and configuration. The work of this Division shall include coordination with the work of other Divisions of the Specifications and the Contract Documents so as to provide a complete and operational system capable of being readily operated and maintained. This shall include rearrangement of the systems and equipment and rerouting of distribution services to enable the complete system to fit within the confines of the allotted spaces, all to the satisfaction and approval of the Engineer.
- E. Examine and compare the Electrical Drawings with these specifications, and report any discrepancies between them to the Engineer and obtain from him

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written instructions for changes necessary in the work. At time of bid the most stringent requirements must be included in said bid.

1.03 SUBMITTALS

- A. Submit all shop drawings, manufacturer's data, samples and test reports as called for hereinafter.
- B. Submit a single guarantee stating that all parts of the work are in accordance with Contract requirements. Guarantee work against faulty and improper material and workmanship for a period of one (1) year from date of final acceptance by the Owner, except that where guarantees or warranties for longer terms are specified herein, such longer term shall apply. Within 24 hours after notification, correct any deficiencies which occur during the guarantee period at no additional cost to the Owner and the satisfaction of the Owner and Engineer. Obtain similar guarantees from subcontractors, manufacturers, suppliers and subtrade specialists.
- C. Indemnify the Owner and Engineer against loss, liability, damage or expense, including attorneys' fees, in connection with any claim resulting from damage which may be asserted by any third party.

1.04 QUALITY ASSURANCE

- A. Comply with current governing codes, ordinances and regulations, as well as with requirements of NEC, OSHA, U.L. and all other applicable codes, rules and regulations.
- B. Comply with the requirements of agencies or authorities having jurisdiction over any part of the work and secure all necessary permits.
- C. Where codes or standards are listed herein, the applicable portions apply.
- D. Plans, specifications, codes and standards are minimum requirements. Where requirements differ, apply the more stringent requirements.
- E. Should any change in plans or specifications be required to comply with governing regulations, notify the Engineer at the time of submitting this bid.
- F. Execute work in strict accordance with the best practices of the trades in a thorough, substantial, workmanlike manner by competent workmen. Provide a competent experienced full-time Superintendent who is authorized to make decisions on behalf of the Contractor.

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- G. All equipment shall meet or exceed minimum requirements of NEMA, IEEE, UL, ADA, NFPA and OSHA.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. Use all equipment and materials specified or indicated on the Drawings for a specific item or system; if products and materials are not listed in the drawings or specifications, use first class products and materials, subject to approval of the Engineer.
- B. Provide equipment and materials that are new, clean, free of defects and free of damage and corrosion.
- C. All equipment and materials used in this project will not contain asbestos, PCB's or any other material which is considered hazardous by the Department of Environmental Protection or any other agency having jurisdiction.
- D. Replace unapproved materials or materials of less than specified quality as designated by the Engineer.
- E. Reinstall work incorrectly installed as determined by the Engineer.
- F. Provide name/data plates on all components of equipment with manufacturer's name, model number, serial number, capacity data and electrical characteristics attached in a conspicuous place.
- G. Install materials and equipment with qualified trades people.
- H. Provide a single source for similar equipment provided. For existing installations, provide equipment matching the existing where possible, and if equipment meets the requirements of these specifications.
- I. Applicable equipment and materials to be listed by Underwriters' Laboratories and manufactured in accordance with ANSI standards.
- J. Secure equipment with bolts, washers and locknuts of ample size to support equipment. Embedded anchor bolts to have bottom plate and pipe sleeves. Grout machinery set in concrete under the entire bearing surface.

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- K. Follow manufacturers' instructions for installing, connecting, and adjusting equipment. Provide one copy of such instructions to the Engineer before installing any equipment. Provide a copy of such instructions and attach to the equipment during work on the equipment. Provide one copy of such instructions to the Owner upon completion of work.

- L. Equipment capacities, etc. are scheduled or specified for job site operating conditions. Equipment sensitive to altitude shall be derated as per manufacturer's guidelines.

PART 3 – EXECUTION

3.01 FEES

- A. Pay all required fees, licenses, etc.
- B. Pay royalties or fees required in connection with the use of patented devices and systems.
- C. Provide controlled inspection where required by local authorities or by these specifications.

3.02 COORDINATION OF WORK

- A. The electrical drawings show the general arrangement of equipment and appurtenances. Follow these drawings as closely as the actual construction and the work of other trades will permit. Provide offsets, fittings, and accessories which may be required but not shown on the drawings. Investigate the site, structural and finish ground conditions affecting the work, and arrange the work accordingly. Provide such work and accessories as may be required to meet such conditions, at no additional cost to the project.
- B. The locations of lighting fixtures, outlets, panels and other equipment indicated on the drawings are approximately correct, but they are understood to be subject to such revision as may be found necessary or desirable at the time the work is installed in order to meet field conditions or for other legitimate causes.

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- C. Exercise particular caution with reference to the location of panels, outlets, switches, etc., and have precise and definite locations approved by the Engineer before proceeding with the installation.
- D. The drawings show only the general run of raceways and approximate location of outlets. Any significant changes in location of outlets, cabinets, etc., necessary in order to meet field conditions shall be brought to the immediate attention of the Engineer and receive his approval before such alterations are made. All such modifications shall be made without additional cost to the Owner.
- E. Obtain from the Engineer in the field the location of such outlets or equipment not definitely located on the drawings.
- F. Circuit "tags" in the form of numbers are used where shown to indicate the circuit designation numbers in electrical panels. Show the actual circuit numbers on the finished record tracing and on a typed panel directory card. Where circuiting is not indicated, electrical trade must provide required circuiting in accordance with the loading indicated on the drawings and/or as directed.
- G. The drawings generally do not indicate the number of wires in conduit for the branch circuit wiring of fixtures, and outlets, or the actual circuiting. Provide the correct wire size and quantity as required by the indicated circuiting and control wiring diagrams. Cables shall be sized to comply with the voltage drop requirements of the NEC.
- H. Certain materials will be provided by other trades for installation and wiring by this Contract. Examine the Contract Documents to ascertain these requirements.
- I. Carefully check space requirements with other trades to insure that material can be installed in the spaces allotted thereto including finished suspended ceilings.
- J. Wherever work interconnects with work of other trades, coordinate with other trades to insure that they have the information necessary so that they may properly install the necessary connections and equipment. Identify items requiring access in order that the General Contractor will know where to install access doors and panels.
- K. Consult with other trades regarding equipment so that, wherever possible, motor controls and distribution equipment are of the same manufacture.
- L. Properly provide firestopping around all pipes, conduits, bus ducts, sleeves, etc. which pass through rated walls, partitions and floors.

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- M. Provide detailed information on openings and holes required in precast members for electrical work. Cast holes 4 inches and larger in diameter. Field-cut holes smaller than 4 inches.
- N. Provide required supports and hangers for conduit and equipment, designed so as not to exceed allowable loadings of structures.
- O. Examine and compare the contract drawings and specifications with the drawings and specifications of other trades, and report any discrepancies between them to the Engineer and obtain from him written instructions for changes necessary in the work. Install and coordinate the work in cooperation with other related trades. Before installation, make proper provisions to avoid interferences.
- P. Coordinate with contractors for work under other Divisions of this specification, for all work necessary to accomplish this contractor's work.

3.03 PAINTING

- A. All manufactured electrical equipment such as switchgear, control equipment, lighting fixtures, etc., shall have factory-applied finish as specified in the appropriate article in the Electrical Parts of the Specifications.
- B. All other uncoated steel items such as boxes, supports, hangers, rods, etc., shall be galvanized or have a shop coat of paint applied under this Part of the Specification. Normally, shop coats shall be an approved primer containing at least 50 percent rust inhibitive pigment, applied before assembling the different parts.
- C. Include painting and retouching of:
 - 1. Pre-finished enclosures of panelboards, etc. where the finish has been slightly damaged in transit before assembling the different parts.
 - 2. Fixture hangers, except those received from manufacturers that are pre-finished.
 - 3. Miscellaneous iron brackets and supports.
 - 4. Steel conduits buried in earth.
- D. Woodwork installed under this Part of the Specification shall be finished with filler sealer plus 2 coats of polyurethane varnish.

3.04 EQUIPMENT PAD AND ANCHOR BOLTS

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- A. Where control panels, motor controllers panels, etc., are mounted on partitions. Provide floor to ceiling steel channels for mounting.

3.05 MOUNTING HEIGHTS

- A. Unless otherwise noted or required because of special conditions, locate outlets as follows:
 - 1. Mounting heights shall conform to ADA requirements.
 - 2. Heights listed are from finished floor to center of device. Verify exact locations with the Architect/Engineer before installation.
 - a. Convenience and Signal Outlets: 18 inches unless otherwise noted.
 - b. Lighting Switches: 42 inches.
 - c. Disconnect Switches and Motor Controllers: 5 feet.
 - d. Wall Telephone Outlets: 18 inches. Wall phones: 48 inches.
- B. Unless otherwise noted or required because of special conditions the mounting heights of all equipment shall match that in the existing building.

3.06 DEMOLITION AND CONTINUANCE OF EXISTING SERVICES

- A. All existing electrical services not specifically indicated to be removed or altered shall remain as presently exist.
- B. Should any existing services, etc., interfere with new construction, the Contractor shall (after obtaining written approval from the Engineer) alter or reroute such existing equipment to facilitate new construction at no cost to the Owner.
- C. Under no circumstances shall existing services, etc., be terminated or altered unless deemed necessary by the Engineer or specified herein; also, prior to altering any existing situation, the Contractor shall notify the Owner in writing giving two weeks advance notice of planned alteration.
- D. It shall be solely the Contractor's responsibility to guarantee continuity of present facilities (with respect to damage or alteration due to new construction) and any unauthorized alteration to existing equipment shall be corrected by the Contractor to the Engineer's satisfaction at the Contractor's expense.

3.07 ELECTRICAL EQUIPMENT AND ELECTRICAL ROOM PRECAUTIONS

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- A. Do not install piping above switchboards, panelboards, control panels, motor control centers, individual motor controllers, etc.
- B. When piping installations are unavoidable above electrical equipment, provide drip pans under all piping installed in any electrical equipment room. Pan shall be water tight, extending 4 inch in each direction from the pipe wall and turned up at least one-half the diameter of the pipe, but not less than 2 inch. The pan shall extend at least one foot beyond the electrical equipment. Provide a drain pipe to spill into floor drain or service tank.

3.08 CERTIFICATION

- A. Any certifications required by the Specifications, in addition to those required for shop drawings, product data, equipment and other items, are to be so certified by the Owner, a Partner, or a Corporate Officer of the firm required to provide the Certification, or by another person duly authorized to sign binding agreements for and in behalf of the Owner, Partner or Corporation.

END OF SECTION