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TOWN OF DELHI, NEW YORK MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

BID PROPOSAL, CONTRACT, GENERAL AND SPECIAL CONDITIONS OF CONTRACT
AND TECHNICAL SPECIFICATIONS

BIDS DUE November 14 , 2017 at 3:00 pm

TOWN OF DELHI
TOWN OFFICE
5 ELM STREET
DELHI, NEW YORK 13753

LAKESIDE ENGINEERING
11 CENTRE PARK, SUITE 305
ROCHESTER, NY 14614

March 2017
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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 November 14, 2017 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.

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

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 November 14, 2017 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 November 1, 2017. 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.

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.

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.

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

Section 1: Grant Project Information

	PROJECT NUMBER	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Section 2: Grant Recipient Information

Section 3: Prime Contractor (IF APPLICABLE)

		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Section 4, 5, 6 MUST be completed on page 2

APPROVALS

FOR NYS OPRHP USE ONLY:

Section 4: Certified MWBE sub contractors/suppliers/vendors that the Grant Recipient intends to use

Certified MWBE Subcontractors / Suppliers Name, Address, Telephone Number and E-mail Address	MBE	WBE	Federal ID Number (FEIN)	Description of Subcontracting / Supplies	Total Contract Value of Subcontracting /Supplies

Section 5: Grant Recipient's Affirmation and Signature

Pursuant to Executive Law Article 15-A, as the grant recipient, I will engage in good faith efforts to achieve the MWBE goals on this contract. I understand that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. I understand that all listed subcontractors/suppliers will be contacted for verification of solicitation.

Authorized Signature of Grant Recipient:

Date:

Print Name and Title:

Section 6: Prime Contractor's Affirmation and Signature (IF APPLICABLE)

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 making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. I understand that all listed subcontractors/suppliers will be contacted for verification of solicitation.

Authorized Signature of Prime Contractor:

Date:

Print Name and Title:

New York State Office of Parks, Recreation and Historic Preservation

Contractor's Solicitation Log

Project No: _____ Region: _____ Date Submitted: _____ Page _____ of _____

Contractor/Firm Name & Address: _____ County: _____

_____ Contact Person: _____

_____ E-Mail: _____

_____ Telephone No: _____

	Firm Name Address, City, State, Zip Contact Person	Program	Telephone No Fax No E-Mail Address	Date of Contact Follow-up Date	Deadline Response Date	Method(s) of Contact	M / WBE Response Code	Bidder Action Code
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

M/WBE Response Codes:

11 - Submitted Written Quote
12 - Submitted Verbal Quote
13 - Negotiating With Prime
14 - Developing Quote

Bidder Action Codes:

21 - Not Certified for Item(s)
22 - Location Unacceptable
23 - No Price Agreement
24 - No Time For Bid
25 - Schedule Unacceptable

Bidder Action Codes:

31 - Selected
32 - Unavailable
33 - No Longer in Business
34 - Undeliverable

Method of Contact:

35 - Unreachable
36 - Unresponsive
37 - Not Selected

Method of Contact:

41 - Mail
42 - E-Mail
43 - Phone
44 - FAX

45 - Face to Face

Program:

MBE
WBE
DBE
Other



Revised 2015

APPLICATION FOR WAIVER OF MWBE PARTICIPATION GOALS

Section 1: Grant Project Information

Grant Contract Number:	MWBE Goals Assigned:
Description of Project:	Total Dollar Value of Grant Award: \$ Total Cost/Value of Grant Project: \$
Grant Program: (Please check all that apply) CFA EPF RTP OTHER _____	If federal funds are being used for a portion of this grant project please indicate the amount: \$

Section 2: Grant Recipient Information

Name of the Grant Recipient:	Contact Person:
Street Address:	Telephone Number:
City, State, Zip Code:	E-Mail Address:

Section 3: Type of MWBE Waiver Requested

MBE Waiver	Total	Partial	Utilization Plan must be submitted along with this form to show proposed Goals.
WBE Waiver	Total	Partial	

Section 4: 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. Please attach a detailed letter as to why the waiver is being sought.

Attachment B. 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 C. 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 MWBE. Describe specific reasons that responding certified MWBEs were not selected.

Attachment D. 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 E. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.

Attachment F. 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 G. 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:	

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, 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

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, 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
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
<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.

**Appendix A-1: OPRHP Participation by Minority Group Members and Women
with Respect to State Contracts and Equal Opportunity Participation**

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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 equal or exceed ten percent of the total contract value 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 equal or exceed ten percent of the total contract value, if agreed to by the STATE, will be implemented by an amendment to this AGREEMENT which shall be approved by the Office of the State Comptroller (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:

Empire State Development
Division Minority and Women's Business Development
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.

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- 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:

Empire State Development
Division Minority and Women's Business Development
30 South Pearl Street
Albany, NY 12245
Phone: (518) 292-5250 / Fax: (518) 292-5803
 - 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.

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- (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;

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- (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?

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- (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.

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- (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.

Prevailing Wage Rate Schedule

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 30.1).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule 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 Five (5) years from the project's date of completion. [See Spota Bill Notice](#). At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Delhi

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

Schedule Year 2017 through 2018
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.

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) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name: _____

Project Location: _____

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.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

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

(716) 829-2125

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: 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 PW30.1 (Previously 30R)

“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 PW30.1 Form.

REMEMBER...

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30.1 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 PW30.1

(Previously 30R)

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

Before completing Form PW30.1 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 PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



Department of Labor

Bureau of Public Work Harriman
State Office Campus
Building 12, Room 130
Albany, New York 12240
Phone: (518) 457-5589 | Fax: (518) 485-1870
www.labor.ny.gov

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

Before completing this form, make sure that:

- 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 and then **mail or fax** to the address above.

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone No: _____ Fax No: _____ Email: _____

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 3-8)*
*** 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	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276-B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277CDO Bldg	9, 13, 39		
Carpenter – Heavy & Highway	277CDO HH	9, 13, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, ,22, 23, 25, 27, 33, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17		
Carpenter – Building	291B-Ham	21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

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	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical 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		
Electrical Lineman	1249a West	60		
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		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

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
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		

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 – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
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	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

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
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4- Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters - Building/Heavy & Highway	456	40, 60		

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

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

Delaware County General Construction

Boilermaker

09/01/2017

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

07/01/2017

Boilermaker

\$ 34.54

SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen

\$ 24.03*
+ 1.24

* 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

1st	2nd	3rd	4th	5th	6th	7th	8th
18.11*	18.11*	18.97*	19.81*	20.65*	21.49*	22.34*	23.19*
+1.24	+1.24	+1.24	+1.24	+1.24	+1.24	+1.24	+1.24

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

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Carpenter - Building

09/01/2017

JOB DESCRIPTION Carpenter - Building

DISTRICT 2

ENTIRE COUNTIES

Chenango, Delaware, Otsego

WAGES

Per hour:

07/01/2017

07/01/2018

07/01/2019

07/01/2020

Additional

Additional

Additional

Carpenter	\$ 28.97	\$ 0.75	\$ 0.75	\$ 0.75
Floor Coverer	28.97	0.75	0.75	0.75
Carpet Layer	28.97	0.75	0.75	0.75
Dry-Wall	28.97	0.75	0.75	0.75
Lather	28.97	0.75	0.75	0.75
Diver-Wet Day	61.25	0.00	0.00	0.00
Diver -Dry Day	29.97	0.75	0.75	0.75
Diver Tender	29.97	0.75	0.75	0.75

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- Pile Drivers shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving work.
- 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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.32

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. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

Wages per hour

FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

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 plus paid holidays:

1st year term	\$ 10.97
2nd year term	10.97
3rd year term	13.57
4th year term	13.57

FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour worked plus paid holidays:

1st term	\$ 10.97
2nd term	10.97
3rd term	13.57
4th term	13.57
5th year	13.57

ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED (not subject to overtime premiums):

- Pile Driving apprentices shall receive \$0.25 per hour when performing piledriving work.
- Certified welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice 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 the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

2-277 CDO Bldg

Carpenter - Building / Heavy&Highway

09/01/2017

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

PARTIAL COUNTIES

Orange: The area lying on Northern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Wages per hour:

	07/01/2017	07/01/2018
Carpenter - ONLY for		Additional
Artificial Turf/Synthetic		
Sport Surface	\$ 29.88	\$ 1.50

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

SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman	\$ 21.45
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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 worked plus paid holidays:

1st year term	\$ 11.00
2nd year term	11.00
3rd year term	13.60
4th year term	13.60

2-42AtSS

Carpenter - Heavy&Highway

09/01/2017

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

Chenango, Delaware, Otsego

WAGES

Per hour

	07/01/2017	07/01/2018
		Additional
Carpenter	\$ 29.88	\$ 0.78
Piledriver	29.88	0.78
Diver-Wet Day	54.88	0.78
Diver-Dry Day	30.88	0.78
Diver-Tender	30.88	0.78

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked on the day the millwright work was performed.

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- 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 \$1.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- 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).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- 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 \$.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', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

Journeyman \$ 22.17

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 per hour

FOR APPRENTICES INDENTURED PRIOR TO JANUARY 1, 2016

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 plus paid holidays:

1st year term	\$ 11.00
2nd year term	11.00
3rd year term	13.60
4th year term	13.60

FOR APPRENTICES INDENTURED AFTER JANUARY 1, 2016

1,300 hour terms at the following percentage of Journeyman's base wage

1st	2nd	3rd	4th	5th
50%	60%	65%	70%	80%

Supplemental Benefits per hour worked plus paid holidays:

1st term	\$ 11.00
2nd term	11.00
3rd term	13.60
4th term	13.60
5th term	13.60

NOTE ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (not subject to overtime premiums):

- When Millwright work is performed, the employee will receive an additional \$1.50 per hour for all hours worked on the day the millwright work was performed.

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- 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 \$1.50 per hour.

2-277 CDO HH

Electrician

09/01/2017

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: 07/01/2017

Electrician Wireman/Technician

Electrical/Technician Projects

under \$ 250,000.00 \$ 38.50

Electrical/Technician Projects

over \$ 250,000.00 \$ 42.50

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 \$ 45.17

Electrical/Technician Projects

over \$ 250,000.00 \$ 49.87

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

Electrical/Technician Projects

under \$ 250,000.00 \$ 50.61

Electrical/Technician Projects

over \$ 250,000.00 \$ 55.86

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.

Journeyman Wireman when performing welding or cable splicing: \$1.00 above the Journeyman Wireman rate of pay

Journeyman Wireman required to have a NYS Asbestos Certificate: \$1.00 above the Journeyman Wireman rate of pay

Journeyman Wireman required to have a CDL: \$1.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2017

Journeyman

\$ 25.32 plus
6% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

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

Supplemental Benefits per hour worked:

07/01/2017

1st term	\$ 11.42 plus 6% of straight or premium wage
2nd term	12.92 plus 6% of straight or premium wage
3rd term	14.92 plus 6% of straight or premium wage
4th term	16.92 plus 6% of straight or premium wage
5th & 6th term	19.92 plus 6% of straight or premium wage

11-363/2

Electrician

09/01/2017

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, Otego, Unadilla and Westford.

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

WAGES

Per hour:	07/01/2017	06/01/2018 Additional	06/01/2019 Additional
Electrician (base wage)	\$ 32.35	\$ 1.40	\$ 1.50
Cable Splicer	37.60	1.90	2.00

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

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.

SHIFT WORK / SINGLE IRREGULAR WORK SHIFT:

When shift work or a single irregular work shift is mandated in the job specifications or by the contracting agency, the following journeyman hourly rates apply. The starting hours of a shift may be adjusted up to two (2) hours in order to meet the needs of the contracting agency.

Between the hours

of 8:00AM and 4:30PM \$ 32.35

Between the hours

of 4:30PM and 1:00AM 37.95

Between the hours

of 12:30AM and 9:00AM 42.51

TEMPORARY HEAT:

On any job requiring temporary heat outside the regular working hours, where electrical power is used pertaining to this heat, it shall be manned on a shift work basis by an electrician at the base wage plus 25%.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 25.80 plus
3% of wage

OVERTIME PAY

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

*Double time after 8 hours on Saturday.

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, *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	2nd	3rd	4th	5th
0-2000 Hrs	2000-3500 Hrs	3500-5000 Hrs	5000-6500 Hrs	6500-8000 Hrs
42%	48%	55%	65%	75%

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):
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.

SUPPLEMENTAL BENEFITS per hour worked:

1st term	\$8.35 plus 3% of hourly wage
2nd term	\$21.14 plus 3% of hourly wage
3rd term	\$21.37 plus 3% of hourly wage
4th term	\$22.35 plus 3% of hourly wage
5th term	\$23.34 plus 3% of hourly wage

2-325

Elevator Constructor**09/01/2017**

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

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

PARTIAL COUNTIES

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

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour: 07/01/2017

Elevator Constructor	\$ 43.79
Helper	30.65

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.585*
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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

Per hour:

1st term:	None
2nd - 8th term:	Same as Journeyman.

6-62.1

Elevator Constructor**09/01/2017**

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	07/01/2017	01/01/2018	01/01/2019
Mechanic	\$ 55.02	+\$2.85	+\$2.94
Helper	70% of Mechanic Wage Rate		

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

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

SUPPLEMENTAL BENEFITS

Per hour worked

07/01/2017

Journeyman/Helper

\$ 31.585*

(*)Plus 6% of regular hourly.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

*No supplemental benefits

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier

09/01/2017

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

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

WAGES

Per hour: 05/01/2017

Glazier \$ 25.00

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.60

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	\$ 8.65
3rd & 4th terms	8.77
5th & 6th terms	8.91
7th & 8th terms	9.04

5-677z3

Insulator - Heat & Frost

09/01/2017

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	07/01/2017	05/01/2018 Additional
Asbestos Worker*	\$ 34.10	\$ 1.25
Insulator*	34.10	
Firestopping Worker*	28.99	

(*)On Mechanical Systems only.

On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 21.49

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 \$ 21.49

1-40

Ironworker**09/01/2017**

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 Worcester.

WAGES

Wages 07/01/2017
Per hour

Ornamental	\$ 30.50
Reinforcing	30.50
Rodman	30.50
Structural & Precast	30.50
Mover/Rigger	30.50
Fence Erector	30.50
Stone Derrickman	30.50
Sheeter	30.75
Curtain Wall Installer	30.50
Metal Window Installer	30.50

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN \$ 27.36

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:

	07/01/2017
1st year	\$ 16.50
2nd year	18.50
3rd year	20.50
4th year	22.50
Supplemental Benefits per hour worked	
1st year	\$ 10.75
2nd year	21.28
3rd year	22.79
4th year	24.30

1-12

Laborer - Building**09/01/2017**

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, concrete vibrator, power-driven buggy, demolition (including acetylene torch work) that is customarily done by a laborer

GROUP #2: Air Tool Operators, Mason Tenders

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

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

	07/01/2017	07/01/2018 Additional	07/01/2019 Additional	07/01/2020 Additional
GROUP #1	\$ 23.56	\$ 0.94	\$ 1.00	\$ 1.00
GROUP #2	24.06	0.94	1.00	1.00
GROUP #3	25.06	0.94	1.00	1.00
GROUP #4	25.06	0.94	1.00	1.00

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman: \$ 17.35

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	\$ 10.50
2nd Term	11.73
3rd Term	12.95
4th Term	14.18

2-785 (7)

Laborer - Building

09/01/2017

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, temporary heat tender, chipping hammer, acoustic pump, mixer, concrete laborer, demolition, demo saw, gunite, general cleanup, landscaping, mason tender, jackhammer, pavement breaker, pressure blasting, signal person, buggies, wrecking, chain saw, cleaning machine, cutting torch, discharge pipe, mega mixer, pumpcrete machine.

INTERMEDIATE LABORER: excavation, grading, backfilling, tampers, walk behind roller, when OSHA or contractor requires negative respirator.

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

WAGES:(per hour)

	07/01/2017	06/01/2018	06/01/2019
General	\$ 34.15	\$ 35.05	\$ 35.95
Intermediate	\$ 35.95	36.85	37.75
Premium	\$ 38.70	39.60	40.50

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	\$ 27.40	\$ 28.45	\$ 29.45
Shift	\$ 33.53	34.76	TBA

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, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates.

	07/01/2017	06/01/2018	06/01/2019
1st term	\$ 18.78	\$ 19.28	\$ 19.77
2nd term	\$ 22.19	22.78	23.37
3rd term	\$ 25.69	26.29	26.96
4th term	\$ 29.02	29.79	30.56

Supplemental Benefits per hour worked:

Apprentices	\$ 22.15	\$ 23.35	\$ 24.35
Shift	\$ 26.83	28.29	TBA

11-17.BA

Laborer - Heavy&Highway

09/01/2017

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: Drill Helper (not including machine operations on drills listed under Operating Engineers), Flagman, Outboard and Hand Boats.

GROUP B: Basic Rate, 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.

	07/01/2017	07/01/2018 Additional
GROUP A	\$ 28.30	\$ 1.40
GROUP B	28.50	1.40
GROUP C	28.70	1.40
GROUP D	28.90	1.40
GROUP E	30.50	1.40

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 \$2.00 per hour.

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 19.41

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	\$ 16.51
2nd term	17.24
3rd term	17.96
4th term	18.69

2-785 (7)

Laborer - Heavy&Highway

09/01/2017

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, men on mulching & seeding machines all seeding & sod laying, landscape work, walk behind self-propelled power 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 pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. *Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screedman, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES:(per hour)

	07/01/2017	07/01/2018	07/01/2019
CLASS 1	\$ 32.15	\$ 33.15	\$ 34.15
CLASS 2	\$ 36.90	37.90	38.90
CLASS 3	\$ 41.15	42.15	43.15
CLASS 4	\$ 45.50	46.75	48.00

*NOTE: Micropaving and crack sealing laborers shall receive \$2.50 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	\$ 27.10	\$ 28.10	\$ 29.10
Shift	\$ 27.62	31.89	TBA

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	\$ 18.78	\$ 19.28	\$ 19.77
2nd term	\$ 22.19	22.78	23.37
3rd term	\$ 25.69	26.29	26.96
4th term	\$ 29.02	29.79	30.56

Supplemental Benefits per hour paid:

Apprentices	\$ 21.85	\$ 23.05	\$ 24.05
Shift	\$ 24.66	26.01	TBA

11-17.1H/H

Laborer - Tunnel

09/01/2017

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

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

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)

	07/01/2017	07/01/2018
Class 1	\$46.80	\$ 48.05

Class 2	\$48.85	\$ 50.20
Class 4	\$55.05	\$ 56.60

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:

Journeyman	\$ 28.40 on straight hours	\$ 29.75 on straight hours
	* \$ 42.48	* \$ 44.62

*on shift work, overtime, irregular work, Saturday, Sunday and Holiday hours.

OVERTIME PAY

See (B, E, Q, W) 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

11-17/235Tun

Laborer - Tunnel	09/01/2017
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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.

	07/01/2017	07/01/2018 Additional
Group A	\$ 31.48	\$ 1.40
Group B	31.68	1.40
Group C	32.98	1.40
Group D	33.68	1.40

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 19.41

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	\$ 5.63
2nd Term	5.63
3rd Term	12.14
4th Term	19.41

2-785T (BCDT)

Lineman Electrician

09/01/2017

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)

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 49.20	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Welder, Cable Splicer	49.20	50.60	52.05	53.50
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

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)

Lineman, Technician	\$ 49.20	\$ 50.60	\$ 52.05	\$ 53.50
Crane, Crawler Backhoe	49.20	50.60	52.05	53.50
Cable Splicer	54.12	55.66	57.26	58.85
Certified Welder -				
Pipe Type Cable	51.66	53.13	54.65	56.18
Digging Mach. Operator	44.28	45.54	46.85	48.15
Tractor Trailer Driver	41.82	43.01	44.24	45.48
Groundman, Truck Driver	39.36	40.48	41.64	42.80
Equipment Mechanic	39.36	40.48	41.64	42.80
Flagman	29.52	30.36	31.23	32.10

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)

Lineman, Tech, Welder	\$ 50.52	\$ 51.92	\$ 53.37	\$ 54.82
Crane, Crawler Backhoe	50.52	51.92	53.37	54.82
Cable Splicer	55.57	57.11	58.71	60.30
Certified Welder -				
Pipe Type Cable	53.05	54.52	56.04	57.56

Digging Mach. Operator	45.47	46.73	48.03	49.34
Tractor Trailer Driver	42.94	44.13	45.36	46.60
Groundman, Truck Driver	40.42	41.54	42.70	43.86
Equipment Mechanic	40.42	41.54	42.70	43.86
Flagman	30.31	31.15	32.02	32.89

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)

Lineman, Tech, Welder	\$ 51.71	\$ 53.11	\$ 54.56	\$ 56.01
Crane, Crawler Backhoe	51.71	53.11	54.56	56.01
Cable Splicer	51.71	53.11	54.56	56.01
Digging Mach. Operator	46.54	47.80	49.10	50.41
Tractor Trailer Driver	43.95	45.14	46.38	47.61
Groundman, Truck Driver	41.37	42.49	43.65	44.81
Equipment Mechanic	41.37	42.49	43.65	44.81
Flagman	31.03	31.87	32.74	33.61

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

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

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

**** IMPORTANT NOTICE ****

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

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

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

SUPPLEMENTAL BENEFITS

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

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

Journeyman	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

*The 6.75% 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: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

Lineman Electrician - Teledata

09/01/2017

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.

07/01/2017

Cable Splicer	\$ 30.90
Installer, Repairman	29.33
Teledata Lineman	29.33
Technician, Equipment Operator	29.33
Groundman	15.56

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 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

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

09/01/2017

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

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

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

(Ref #14.01.01)

Per hour:

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 42.65	\$ 43.80	\$ 45.00	\$ 46.20
Crane, Crawler Backhoe	42.65	43.80	45.00	46.20
Certified Welder	44.78	45.99	47.25	48.51
Digging Machine	38.39	39.42	40.50	41.58
Tractor Trailer Driver	36.25	37.23	38.25	39.27
Groundman, Truck Driver	34.12	35.04	36.00	36.96
Equipment Mechanic	34.12	35.04	36.00	36.96
Flagman	25.59	26.28	27.00	27.72

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.

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

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

**** IMPORTANT NOTICE ****

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

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

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

SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 22.65	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

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

Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

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

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

	07/01/2017	05/07/2018	05/06/2019	05/04/2020
1st term	\$ 25.59	\$ 26.28	\$ 27.00	\$ 27.72

2nd term	27.72	28.47	29.25	30.03
3rd term	29.86	30.66	31.50	32.34
4th term	31.99	32.85	33.75	34.65
5th term	34.12	35.04	36.00	36.96
6th term	36.25	37.23	38.25	39.27
7th term	38.39	39.42	40.50	41.58

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

Lineman Electrician - Tree Trimmer

09/01/2017

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.

07/01/2017

Tree Trimmer	\$ 23.95
Equipment Operator	21.13
Equipment Mechanic	21.13
Truck Driver	17.52
Groundman	14.36
Flag person	10.23

SUPPLEMENTAL BENEFITS

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

Journeyman	\$ 9.98
	*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

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

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

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

6-1249TT

Mason - Building

09/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 5

ENTIRE COUNTIES

Broome, Chenango, Delaware, Otsego, Tioga

WAGES

Per hour:	07/01/2017	07/01/2018	07/01/2019
Building:	Additional	Additional	
Bricklayer, Cement	\$ 29.87	\$.90	\$.95
Mason, Plasterer, Stone			

Mason, Tuck Pointer

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 20.98

OVERTIME PAY

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

*Note - 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:

One 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 \$20.98

5-3B - Bing - Z2

Mason - Heavy&Highway

09/01/2017

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 5

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017

Heavy & Highway:

Cement Mason \$30.58

Bricklayer 30.58

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.08

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 \$ 13.58
2nd - 4th term 21.08

5-3h

Mason - Tile Finisher**09/01/2017**

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

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

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per hour:	07/01/2017	07/01/2018	07/01/2019
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Building:		Additional	Additional
Marble, Slate, Terrazzo and Tile Setter	\$ 26.44	\$.90	\$.95

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 16.72

OVERTIME PAY

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

*Note - 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:

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

1st	2nd	3rd
\$14.54	\$15.86	\$21.15

Supplemental benefits per hour worked:

1st	2nd	3rd
\$ 11.02	\$ 11.09	\$ 14.84

5-3TF - Z4

Mason - Tile Setter**09/01/2017**

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

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

PARTIAL COUNTIES

Allegany: Towns of Alfred, Almond, Andover and Burns.

WAGES

Wages

Per Hour:	07/01/2017	07/01/2018	07/01/2019
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Building:		Additional	Additional
Marble, Slate, Terrazzo and Tile Setter	\$ 29.22	\$.90	\$.95

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 19.28

OVERTIME PAY

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

*Note - 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:

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

1st	2nd	3rd	4th
\$16.07	\$20.45	\$23.38	\$26.30

Supplemental benefits per hour worked:

1st	2nd	3rd	4th
\$ 11.53	\$ 11.66	\$ 19.10	\$ 19.19

5-3TS - Z4

Millwright - Building

09/01/2017

JOB DESCRIPTION Millwright - Building

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017

Millwright* \$ 31.09

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive \$1.25 per hour in addition to the current Millwright'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.
- An employee performing the work of a machinist shall receive \$1.25 per hour in addition to the current Millwright's rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.

*Regarding treatment plants water or sewer, the Millwright Building rate is applicable for millwrights only performing maintenance and upkeep of existing equipment. For new work at treatment plants water or sewer, refer to the Heavy Highway Millwright rates listed under Carpenter Heavy Highway.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 22.30

OVERTIME PAY

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

*Note - 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 regular scheduled work day.

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	\$ 10.40
2nd term	18.73
3rd term	19.92
4th term	21.11

2-1163.1

Operating Engineer - Building / Heavy&Highway

09/01/2017

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers less than 100 tons with a 140ft boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a boom under 100ft.

CLASS A1: Cranes, Derricks and Piler Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft. 1Autograde-Comb. Subgrader, Base Material Spreader and Base Trimmer (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 Tunnel Boring Machine, Vacuum Truck.

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(Fine Grade), Cableways, Carryalls, Concrete Pump, Concrete Pumping System, Pump Concrete 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 Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type), Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist," Hoists (Chicago Boom Type), Hydraulic Cranes-10 tons and under, Hydraulic Dredge, Hydro-Axe, Hydro Blaster, 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), 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, Bulldozer(except fine grade), Car Dumpers (Railroad), Compressor and Blower Type Units (used independently 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 cleaning decontamination machine operator, 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 Pots (Mechanical with or without pump), Dumpsters, Elevator, Fireman, Fork Lifts (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, Hydraulic Jacking Trailer, Ladders (motorized), Laddervator, Locomotive-dinky type, Maintenance -Utility Man, Master Environmental Maintenance Technician, 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), Tam Rock Drill, Tractor, Tug Captain,Power Boats, Tug Master (powerboats), Ultra High Pressure Waterjet Cutting Tool System,operator/maintenance technician, 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-immaterial 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 Electric 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)

	07/01/2017	01/01/2018 Additional
Class A5	\$57.07	\$1.00*
Class A4	\$56.07	
Class A3	\$52.57	
Class A2	\$55.07	
Class A1	\$52.57	
Class A	\$50.57	
Class B	\$48.98	
Class C	\$47.07	
Class D	\$45.44	
Class E	\$43.73	
Helicopter:		
Pilot/Engineer	\$52.39	
Lead/Safety Engineer	\$51.31	
Surveying:		
Chief of Party	\$50.57	
Transit/Instrument Man	\$43.73	
Rod/Chainman	\$41.15	

*To be allocated at a latter date.

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 30.70
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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 \$ 30.70

11-825

Operating Engineer - Steel Erectors

09/01/2017

JOB DESCRIPTION Operating Engineer - Steel Erectors

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under, Vacuum Truck.

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 Roof, 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.

CLASS C: Aerial Platform used as Hoist, Compressors (2 or 3 in Battery), Concrete cleaning/ decontamination machine operator, Directional Boring Machines, Elevator or House Cars,Conveyers and Tugger Hoists, Fireman, Fork Lifts, Generators (2 or 3 in Battery),Heavy Equipment Robotics Operator/Technician, Master Environmental Maintenance Technician, Maintenance -Utility Man, Rod Bending Machines (Power),Captain(powerboat), Tug Master, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine, Welding Machines(gas or electric,2 or 3 in battery, including diesels), Transfer Machine, Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation.

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

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

WAGES:(per hour)

	07/01/2017	01/01/2018
Class A3	\$ 59.09	Additional
Class A2	\$ 57.43	\$ 1.00*
Class A1	\$ 54.59	
Class A	\$ 52.93	
Class B	\$ 50.14	
Class C	\$ 47.48	
Class D	\$ 45.95	
Class E	\$ 44.19	
Helicopter:		
Pilot/Engineer	\$ 54.20	
Lead/Safety Engineer	\$ 51.76	
Surveying:		
Chief of Party	\$ 50.90	

Transit/Instrument man	\$ 44.19
Rod/Chainman	\$ 41.15

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 30.70
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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	\$ 30.70
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11-825SE

Painter	09/01/2017
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JOB DESCRIPTION Painter

DISTRICT 2

ENTIRE COUNTIES

Delaware, Otsego

WAGES

Per hour:

	07/01/2017	05/01/2018	05/01/2019
		Additional	Additional
Journeyman Taper/Painter	\$ 25.90	\$ 0.95	\$ 0.95

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatwain chair, Spray helper, Steam cleaning acid and high pressure water, Paperhangers, Vinyl hangers, Power grinders with respirator
- Additional \$0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

NOTE - SEE BRIDGE PAINTER RATES FOR BRIDGES & TANKS

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 18.83
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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

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 Taper/Painter:

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

ADDITIONAL AMOUNTS FOR SPECIFIC TYPES OF JOBSITE CONDITIONS (amount subject to any overtime premiums):

- Additional \$ 1.10 per hour for Brush and Roll Epoxy (Solvent Base Only)
- Additional \$ 0.60 per hour for Swing Scaffold, Boatswain chair, Spray helper, Steam cleaning acid and high pressure water, Paperhangers, Vinyl hangers, Power grinders with respirator
- Additional \$0.60 per hour for Structural steel (buildings) defined as new or old construction where ceilings, walls or the steel itself is to be painted from open trusses which require climbing or crawling without the support of solid scaffolding or scaffolding starting at the floor or ground level.
- Additional \$ 1.00 per hour for Spray Painting
- Additional \$ 1.00 per hour for Steeple Jack (Over 100 feet)
- Additional \$ 1.50 per hour for Spray Epoxy (Solvent Based)
- Additional \$ 0.90 per hour for Sandblasting

SUPPLEMENTAL BENEFITS per hour worked for all apprentices:

Terms 1A, 1B, 2A, 2B	\$ 5.36
Terms 3A, 3B	6.42
Terms 4A, 4B	7.67

2-178 O

Painter

09/01/2017

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:	07/01/2017	05/01/2018 Additional	05/01/2019 Additional
Bridge*	\$ 38.00	\$ 1.25	\$ 1.05
Tunnel*	38.00	1.25	1.05
Tank*	36.00	1.25	1.05

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:
\$ 26.90

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
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50% 55% 60% 65% 75% 85%

Supplemental benefits per hour worked:

1st & 2nd terms	\$ 5.35
3rd & 4th terms	5.35
5th & 6th terms	6.35

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher**09/01/2017**

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

	07/01/2017	06/01/2018
Metal Polisher	\$ 29.73	\$ 30.58
Metal Polisher**	30.68	31.53
Metal Polisher***	33.23	34.08

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2017	06/01/2018
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Journeyworker:

All classification	\$ 7.55	\$ 7.65
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OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2017	06/01/2018
1st year	\$ 12.14	\$ 14.25
2nd year	13.44	15.50
3rd year	16.29	18.25

Supplemental benefits:

Per hour paid:

1st year	\$ 5.62	\$ 5.62
2nd year	5.62	5.62
3rd year	5.62	5.62

8-8A/28A-MP

Plumber**09/01/2017**

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: 07/01/2017

Plumber \$ 33.98

Steamfitter 33.98

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%

SUPPLEMENTAL BENEFITS

Journeyman \$ 26.09

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 unless so determined by the Federal Government to be celebrated on a different 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: \$ 22.09

2-112s-SF

Plumber

09/01/2017

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: 07/01/2017

Plumber &

Steamfitter \$ 49.84

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 30.04 per hour paid
+ \$ 2.73 per hour worked

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1)year terms at the following rates:

07/01/2017

1st year	\$ 18.90
2nd year	26.24
3rd year	30.45
4th year	36.60
5th year	42.26

Supplemental Benefits per hour:

1st year	\$ 12.90 per hour paid + \$ 1.16 per hour worked
2nd year	\$ 16.51 per hour paid + \$ 1.30 per hour worked
3rd year	\$ 19.08 per hour paid + \$ 1.60 per hour worked
4th year	\$ 21.41 per hour paid + \$ 2.36 per hour worked
5th year	\$ 23.67 per hour paid + \$ 2.36 per hour worked

8-21.2-SF

Plumber - HVAC / Service

09/01/2017

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: 07/01/2017

HVAC Service \$ 41.50

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2017

Journeyworker HVAC Service

\$ 21.54

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr. 2nd yr. 3rd yr. 4th yr. 5th yr.

07/01/2017	\$ 19.37	\$ 22.69	\$ 28.31	\$ 34.63	\$37.30
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Supplemental Benefits per hour worked:

Apprentices 07/01/2017

1st term	\$ 17.33
2nd term	\$ 18.04
3rd term	\$ 18.90
4th term	\$ 19.99
5th term	\$ 20.80

8-21.1&2-SF/Re/AC

Roofer	09/01/2017
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JOB DESCRIPTION Roofer

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2017	06/01/2018	06/01/2019
		Additional	Additional
Roofer, Waterproofer	\$ 25.79	\$ 0.80	\$ 0.80

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount not subject to overtime premiums):

- 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. This premium is not for use in emergency repair situations.
- 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 worked:

Journeyman	\$ 15.10
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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 (amount not subject to overtime premiums):

- 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. This premium is not for use in emergency repair situations.
- 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	\$ 12.25
2nd term	12.61
3rd term	12.96
4th term	13.32
5th term	13.68
6th term	14.39

2-203elmi

Sheetmetal Worker	09/01/2017
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JOB DESCRIPTION Sheetmetal Worker

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2017
Sheetmetal Worker \$ 27.72
Polyresin Fiberglass 27.82

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman: \$ 18.93

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE

*On Saturday, time and one half of the hourly rate for the first ten (10) hours, then two (2) times the hourly wage rate for all hours after ten (10) hours worked.

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
07/01/2017	13.91	13.11	14.53	15.94	17.32	18.76	20.17	22.97

SUPPLEMENTAL BENEFITS per hour worked:

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2017	1.38	10.73	16.35	16.43	16.50	16.57	16.64	16.79

2-112

Sprinkler Fitter

09/01/2017

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

	07/01/2017	01/01/2018	04/01/2018
Per hour			
Sprinkler	\$ 33.76	33.76	34.91
Fitter			

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.14	22.84	23.14
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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

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 ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
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\$ 8.73	\$ 8.77	\$ 16.34	\$ 16.38	\$ 16.93	\$ 16.97	\$ 17.02	\$ 17.06	\$ 17.11	\$ 17.15
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For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.07	\$ 8.07	\$ 16.24	\$ 16.24	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49	\$ 16.49

1-669

Teamster - Building / Heavy&Highway

09/01/2017

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, Mechanic 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.

07/01/2017

Group #1	\$ 24.46
Group #2	24.66

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:

\$ 22.38

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.

2-317(Bing)

Welder

09/01/2017

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

07/01/2017

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
☐ 2. Addition to Existing Structure
☐ 3. Heavy and Highway Construction (New and Repair)
☐ 4. New Sewer or Waterline
☐ 5. Other New Construction (Explain)
☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
☐ 7. Demolition
☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy
Highway/Sewer/Water)
☐ Tunnel
☐ Residential
☐ Landscape Maintenance
☐ Elevator maintenance
☐ Exterminators, Fumigators
☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners,
Elevator Operators
☐ Moving furniture and
equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

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

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

NYSDOL Bureau of Public Work Debarment List 05/17/2017

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		ANDREW DIPPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022

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DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020

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DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
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	*****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	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
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		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DA	*****6789	DOL	DBA NAME QMC	BUILDING 12 ALBANY NY 12240	12/01/2017	12/01/2018

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DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVE WEST 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	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOP STATEN 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	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
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	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018

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DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW 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		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
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	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018

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DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907 SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS 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 B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021

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DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
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 VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
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 AVENUENEW 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		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020

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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	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
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		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4388	LEN J CONSTRUCTION LLC		P O BOX 10007 ALBANY NY 12201	06/24/2016	01/30/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		C/O LEN J CONSTRUCTION LL P O BOX 10007ALBANY NY 12201	06/24/2016	01/30/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		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

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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		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
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	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
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		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
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	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020

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DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL	*****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	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
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	11/19/2020
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	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTI KARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020

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DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLE MIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
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	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTRIC CORP 3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTH BRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTION LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018

NYSDOL Bureau of Public Work Debarment List 05/17/2017

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DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTION 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	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELTON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUDET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
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

NYSDOL Bureau of Public Work Debarment List 05/17/2017

Article 8

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	*****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 A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		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		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

BID FORMS

To:

In compliance with the Notice to Bidders, dated _____ the undersigned hereby proposes to perform all work as indicated in the Contract Documents, for the completion of the Contract generally described as follows:

Contract G-1 - General Construction

For the prices stated in the Price Schedule,
attached hereto.

In submitting this Bid, the undersigned agrees:

1. That the submission of this Bid constitutes an incontrovertible representation that he has complied with every requirement of the Instruction to Bidders.
2. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish Guarantee Bonds in accordance with the General Conditions of this Contract.
3. To accomplish the work in accordance with the Contract Documents.
4. To substantially complete the work within 180 calendar days and to have the work fully completed within 200 calendar days.

The undersigned acknowledges receipt of the following addenda _____

Enclosed is Bid Security consisting of _____ in the amount
of _____

CORPORATE
SEAL

Attest

Date: _____

Name of Bidder: _____

Business Address: _____

By: _____

Title: _____

Telephone No.: _____

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

PRICE SCHEDULE

CONTRACT QUANTITY DESCRIPTION* WITH TOTAL(\$)

/ITEM /UNITS PRICE WRITTEN IN WORDS IN FIGURES

G-1 Lump Sum General Construction Base Bid*

_____ DOLLARS
G-1 TOTAL BASE BID \$ _____ .00

G-1A Lump Sum Additional cost for 4" Rigid (R20)

Foam OCF 1000 insulation with
1/2" cement backer board, 5 mil
poly vapor barrier and all labor,
materials and other items and work
necessary to complete the work.

_____ DOLLARS
\$ _____ .00

G-1B Lump Sum Additional cost

for 2" hard rubber insulation and PVC
jacket of all underground piping including
all labor, materials and other items and work
necessary to complete the work.

_____ DOLLARS
\$ _____ .00

***BASE BID FOR SWIMMING POOL DOES NOT INCLUDE THE OWENS
CORNING FOAMULAR (OCF) 1000 INSULATION, 5 MIL POLY VAPOR
BARRIER AND 1/2" CEMENT BACKER BOARD NOR 2" HARD RUBBER PVC
UNDERGROUND PIPING INSULATION WITH PVC JACKET; EACH IS AN
ALTERNATE ADDITIONAL COST TO THE BASE BID.**

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

BID FORMS

To:

In compliance with the Notice to Bidders, dated _____ the undersigned hereby proposes to perform all work as indicated in the Contract Documents, for the completion of the Contract generally described as follows:

Contract P-1 - Plumbing Construction

For the prices stated in the Price Schedule,
attached hereto.

In submitting this Bid, the undersigned agrees:

1. That the submission of this Bid constitutes an incontrovertible representation that he has complied with every requirement of the Instruction to Bidders.
2. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish Guarantee Bonds in accordance with the General Conditions of this Contract.
3. To accomplish the work in accordance with the Contract Documents.
4. To substantially complete the work within 270 calendar days and to have the work fully completed within 300 calendar days.

The undersigned acknowledges receipt of the following addenda _____

Enclosed is Bid Security consisting of _____ in the amount
of _____

CORPORATE
SEAL

Attest

Date: _____

Name of Bidder: _____

Business Address: _____

By: _____

Title: _____

Telephone No.: _____

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

BID FORMS

To:

In compliance with the Notice to Bidders, dated _____ the undersigned hereby proposes to perform all work as indicated in the Contract Documents, for the completion of the Contract generally described as follows:

Contract E-1 - Electrical Bid Form

For the prices stated in the Price Schedule,
attached hereto.

In submitting this Bid, the undersigned agrees:

1. That the submission of this Bid constitutes an incontrovertible representation that he has complied with every requirement of the Instruction to Bidders.
2. To enter into and execute a Contract, if awarded on the basis of this bid, and to furnish Guarantee Bonds in accordance with the General Conditions of this Contract.
3. To accomplish the work in accordance with the Contract Documents.
4. To substantially complete the work within 180 calendar days and to have the work fully completed within 200 calendar days.

The undersigned acknowledges receipt of the following addenda _____

Enclosed is Bid Security consisting of _____ in the amount
of _____

CORPORATE
SEAL

Attest

Date: _____

Name of Bidder: _____

Business Address: _____

By: _____

Title: _____

Telephone No.: _____

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

PRICE SCHEDULE

<u>CONTRACT</u>	<u>QUANTITY</u>	<u>DESCRIPTION* WITH</u>	<u>TOTAL(\$)</u>
<u>/ITEM</u>	<u>/UNITS</u>	<u>PRICE WRITTEN IN WORDS</u>	<u>IN FIGURES</u>

E-1 Lump Sum General Electrical

DOLLARS \$

CENTS

E-1 TOTAL \$ _____

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

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

ARTICLE 4

BID BOND

A “Bid Bond” as a guarantee that the Bidder will enter into the contract if awarded same, in an amount not less than five percent (5%) of the contract amount, shall be furnished on forms provided by the ENGINEER/ARCHITECT or in a form provided by an acceptable surety.

Agreement between Owner and Contractor

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.)

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§ 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.)

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§ 8.3 The Owner's representative:
(Name, address and other information)

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§ 8.4 The Contractor's representative:
(Name, address and other information)

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§ 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:

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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.)

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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 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

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

PERFORMANCE BOND

A “Performance Bond” covering faithful and satisfactory performance of the work contracted, in an amount not less than one hundred percent (100%) of the contract amount shall be furnished on forms provided by the ENGINEER/ARCHITECT or in a form provided by an acceptable surety.

LABOR AND MATERIAL BOND

A “Labor and Material Bond”, guaranteeing prompt payment of monies due to all persons furnishing labor and/or materials for the work contracted, in an amount not less than one hundred percent (100%) of the contract amount shall be furnished on forms provided by the ENGINEER/ARCHITECT or in a form provided by an acceptable surety.

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

SUMMARY OF WORK

01010-1

SECTION 01010 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 PROJECT DESCRIPTION

- A. The Project consists of an adult and kid's swimming pool, a bath house, fencing and additional work as shown on Contract Documents prepared by Lakeside Engineering, P.C.
- B. The project consists of complete landscaping and other products installation and appurtenant work. Refer to Drawings and Notes for additional information on specific work requirements.

1.3 CONTRACTOR USE OF PREMISES

- A. General: Limit use of the premises to construction activities in areas indicated; allow for Owner occupancy and use by the public.
 - 1. Confine operations to areas within Contract limits indicated. Portions of the site beyond areas in which construction operations are indicated are not to be disturbed.
 - 2. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.
- B. Use of the Existing Building: Maintain the existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.4 OWNER OCCUPANCY

- A. Full Owner Occupancy: The Owner will occupy the site and existing building during the entire construction period. Cooperate with the Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with the Owner's operations.

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SUMMARY OF WORK

01010-2

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION (Not applicable)

END OF SECTION

TOWN OF DELHI, NEW YORK
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02070-1
SELECTIVE DEMOLITION

SECTION 02070 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section requires the selective removal and subsequent offsite disposal of the following:

1. Portions of existing building/piping/electrical/mechanical/plumbing indicated on drawings and as required to accommodate new construction.
2. Removal and disposal of all equipment to Ontario County Department of Public Works Garage.
3. Removal and reinstallation of other items as required by the work.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Schedule indicating proposed sequence of operations for selective demolition work to Owner's Representative for review prior to start of work. Include coordination with details for dust and noise control protection.

C. Photographs of existing conditions of structure surfaces, equipment, and adjacent improvements that might be misconstrued as damage related to removal operations. File with Owner's Representative prior to start of work.

1.4 JOB CONDITIONS

A. Occupancy: Owner will occupy portions of the building immediately adjacent to areas of selective demolition. Conduct selective demolition work in manner that will minimize need for disruption of Owner's normal operations. Provide minimum of 72 hours advance notice to Owner of demolition activities that will affect Owner's normal operations.

B. Condition of Structures: Owner assumes no responsibility for actual condition of items or structures to be demolished.

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02070-2
SELECTIVE DEMOLITION

C. Partial Demolition and Removal: Items indicated to be demolished, replaced, and/or removed shall be removed from structure as work progresses. Transport salvaged items from site as they are removed.

D. Protections: Provide temporary barricades and other forms of protection to protect Owner's personnel and general public from injury due to selective demolition work.

1. Provide protective measures as required to provide free and safe passage of Owner's personnel and general public to occupied portions of the existing neighboring building and playground.
2. Protect from damage existing finish work that is to remain in place and becomes exposed during demolition operations.
3. Protect floors with suitable coverings when necessary.

E. Damages: Promptly repair damages caused to adjacent facilities by demolition work.

F. Traffic: Conduct selective demolition operations and debris removal to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.

1. Do not close, block, or otherwise obstruct streets, walks, or other occupied or used facilities without written permission from authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required.

G. Flame Cutting: Do not use cutting torches for removal work without prior permission from Owner.

PART 2 - PRODUCTS (Not applicable)

PART 3 - EXECUTION

3.1 DEMOLITION

A. General: Perform selective demolition work in a systematic manner. Use such methods as required to complete work indicated on Drawings in accordance with demolition schedule and governing regulations.

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02070-3
SELECTIVE DEMOLITION

3.2 REMOVE EXISTING CONCRETE (Two existing exterior lights and bases)

A. Remove concrete/reinforcing, minimizing damage, and properly dispose off site.

B. Locate and mark areas where concrete is to be removed and give notice sufficiently in advance of removal to allow Engineer to measure number of linear feet to be removed. Cut existing concrete with Carborundum or diamond concrete saw. Ensure cut edges straight and smooth.

3.3 REMOVE EXISTING STEEL AND PIPING

A. Contractor shall be required to remove existing steel, piping and appurtenances and other items as shown on the drawings and/or as necessary for the proper installation and/or reinstallation of the new work.

3.4 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove from building site debris, rubbish, and other materials resulting from demolition operations. Transport and legally dispose off site.

3.5 CLEANUP AND REPAIR

A. General: Upon completion of demolition work, remove tools, equipment, and demolished materials from site. Remove protections and leave areas broom clean.

1. Repair demolition performed in excess of that required. Return elements construction and surfaces to remain to condition existing prior to start operations. Repair adjacent construction or surfaces soiled or damaged by selective demolition work.

END OF SECTION 02070

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

APPLICABLE CODES AND SPECIFICATIONS
01080-1

PART 1 - GENERAL

1.1 REFERENCED SPECIFICATIONS

Throughout these Specifications, reference is made to other Specifications. It shall be understood that such references shall be to the latest edition or revision thereof, including all addenda.

All materials, testing and installation shall conform to the following Specifications:

American National Standards Institute (ANSI)
American Institute of Steel Construction (AISC)
American Welding Society (AWS)
American Society of State Highway Officials (ASSHO)
American Society of Testing Materials (ASTM)
American Standards Association (ASA)
American Concrete Institute (ACI)
New York State Department of Transportation (NYSDOT)
Portland Cement Association (PCA)
American Water Works Association (AWWA)

Additionally, Contractor shall be responsible for and conform to any required permits and conditions, as well as all State, regional, and local laws and regulations governing his work.

1.2 SAFETY

The Contractor shall solely be responsible for the safety of his men and equipment and shall so conduct his business to protect the welfare of all persons who may be on or near the site. All current Federal, State and local safety regulations shall be adhered to by the Contractor on the project.

END OF SECTION 01080

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BASIS OF PAYMENT

01150-1

PART 1. - GENERAL

Each of the payment items in the Bid Form (Section 00300) shall include labor, materials, equipment, transportation, and all work related to the item, even if not specifically mentioned. The word "including" is not intended to limit the labor, materials or equipment necessary to complete the item. The cost of insurance, bonds, permits, and other general requirements shall be included under these payment items.

Except for "Unit Prices including for Additions, Deductions, or Deletions in Contract Quantities" all payment items will be on a lump sum basis.

Partial payments or unit price items will be made on the basis of the proportion of the work that has been completed for the particular item. Full payment will be made only when the work included under the item is complete.

PART 2. - PAYMENT ITEMS

Payments shall be made under the Individual Contract Lump Sum and/or Unit Price Payment items, minus "Deduct" Items where applicable.

END OF SECTION

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PROJECT MEETINGS

01200-1

SECTION 01200 - PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for project meetings including but not limited to:
 - 1. Pre-Construction Conference
 - 2. Progress Meetings
- B. Construction schedules are specified in another Division-1 Section.

1.3 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction conference and organizational meeting at the Project site or other convenient location no later than 15 days after execution of the Agreement and prior to commencement of construction activities. Conduct the meeting to review responsibilities and personnel assignments.
- B. Attendees: The Owner, Architect and their consultants, the Contractor and its superintendent, major subcontractors, manufacturers, suppliers and other concerned parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
 - 1. Tentative construction schedule
 - 2. Critical Work sequencing
 - 3. Designation of responsible personnel
 - 4. Procedures for processing field decisions and Change Orders
 - 5. Procedures for processing Applications for Payment
 - 6. Distribution of Contract Documents
 - 7. Submittal of Shop Drawings, Product Data and Samples
 - 8. Preparation of record documents
 - 9. Use of the premises
 - 10. Office, Work and storage areas

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PROJECT MEETINGS

01200-2

- 11. Equipment deliveries and priorities
- 12. Safety procedures
- 13. First Aid
- 14. Security
- 15. Housekeeping
- 16. Working hours

1.4 PROGRESS MEETINGS

- A. General: In addition to any pre-construction meetings for each element of work and other regular project meetings held for other purposes, contractor shall schedule and hold general progress meetings, usually coordinated with preparation of payment request.
- B. Conduct progress meetings at the Project site whenever possible. Notify the Owner and Architect/Engineer of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request.
- C. Attendees: In addition to representatives of the Owner and Architect/Engineer, each contractor, subcontractor, supplier or other party concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings by persons familiar with the Project and authorized to conclude matters relating to progress.
- D. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the Project.
 - 1. 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 schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 2. Review the present and future needs of each entity present, including such items as:
 - a. Interface requirements
 - b. Time
 - c. Sequences
 - d. Deliveries
 - e. Off-site fabrication problems
 - f. Access

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PROJECT MEETINGS

01200-3

- g. Site utilization
 - h. Temporary facilities and services
 - i. Hours of Work
 - j. Hazards and risks
 - k. Housekeeping
 - l. Quality and Work standards
 - m. Change Orders
 - n. Documentation of information for payment requests
- E. Construction: Discuss whether each element of current work is ahead of schedule, on time, or behind schedule in relation to integrated and updated construction schedule. Determine how behind-schedule work will be expedited, and secure commitments from major parties involved in doing so. Discuss whether schedule revisions are required to ensure that current work and subsequent work will be completed within contract time. Review everything of significance, which could affect progress of the work.
- F. Problems involving subcontractors and associated coordination will be discussed and resolved at the field meeting.
- G. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
1. Schedule Updating: Revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.

END OF SECTION

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SUBMITTALS

01300-1

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including;
 - 1. Contractor's construction schedule
 - 2. Submittal schedule
 - 3. Product data and shop drawings

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work.
 - 3. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals. Allow two weeks for initial review and an additional two weeks for resubmittal.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
 - 1. Include the following information on the label for processing and recording action taken:

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SUBMITTALS

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- 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
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail references, as appropriate
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from Contractor to Architect using a transmittal form. Submittals received from sources other than the Contractor will be returned without action. On the transmittal Record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.

1.4 SHOP DRAWINGS AND CERTIFICATIONS REQUIRED

- A. The following shop drawings and certifications shall be furnished:
1. electrical items
 2. lighting and appurtenances
 3. seed mix design
 4. topsoil certification
 5. retaining wall erection products
 6. incidental materials
 7. nursery/plantings certifications
 8. concrete mix
 9. fencing and appurtenances

1.5 CONSTRUCTION SCHEDULE

- A. Within fifteen (15) days after the date of the Notice to Proceed with this Contract, the Contractor shall submit to the Engineer for approval, a construction schedule showing in detail the proposed sequence of work and means and methods of construction to be employed and the estimated date of starting and completing each stage of the work in order to complete the project within the contract time. If so required, the schedule shall be revised until it is approved by the Engineer. The construction shall be coordinated with the proposed schedule.

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SUBMITTALS

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- B. The Contractor shall be responsible for the proper coordination of his work so as to maintain his schedules as proposed. Should the Contractor fail to adhere to any phase of the proposed schedule, he shall promptly adopt such additional means or methods of construction, including overtime, as may be required to make up lost time and complete each phase of his work in accordance with the schedule, all at no additional cost to the Owner.
- C. The schedule shall be marked by the Contractor to indicate progress and if so required shall be re-submitted to the Engineer monthly and shall reflect revised estimates of duration of operations and/or actual duration of operations. Re-submitted schedules shall be accompanied by a detailed description of work to be accomplished during the succeeding month.

1.6 PRODUCT DATA / SHOP DRAWINGS

- A. Collect product data into a single submittal for each element of construction or system. Product data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams and performance curves. Where product data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings".
- B. Mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - 1. Manufacturer's printed recommendations
 - 2. Compliance with recognized trade association standards
 - 3. Compliance with recognized testing agency standards
 - 4. Application of testing agency labels and seals
 - 5. Notation of dimensions verified by field measurement
 - 6. Notation of coordination requirements
- B. Do not submit Product Data / Shop Drawings until compliance with requirements of the Contract Documents has been confirmed.
 - 1. Preliminary Submittal - Submit a preliminary single-copy of Product Data where selection of options is required.
 - 2. Submittals - Submit 2 copies of each required submittal; submit 4 copies where required for maintenance manuals. The Architect/Engineer will retain one, and will return the other marked with action taken and corrections or modifications required.
 - a. Unless noncompliance with Contract Document provisions is observed, the submittal may serve as the final submittal.

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SUBMITTALS

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3. Distribution - Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators and others required for performance of construction activities. Show distribution on transmittal forms.
 - a. Do not proceed with installation until an applicable copy of Product Data applicable is in the installer's possession.
 - b. Do not permit use of unmarked copies of Product Data in connection with construction.
4. Field Samples specified in individual Sections are special types of Samples. Field Samples are full-size examples erected on site to illustrate finishes, coatings or finish materials and to establish the standard by which the Work will be judged.

C. ARCHITECT'S ACTION

1. Except for submittals for record, information or similar purposes, where action and return is required or requested, the Architect will review each submittal, mark to indicate action taken, and return promptly.
2. Action Stamp - The Architect will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - a. Final Unrestricted Release - Where submittals are marked "Approved", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - b. Final-But-Restricted Release - Where submittals are marked "Approved as Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - c. Returned for Resubmittal - Where submittal is marked "Not Approved, Revise and Resubmit", do not proceed with that part of the work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay.

PART 2 - PRODUCTS (Not applicable)

PART 3 – EXECUTION (Not applicable)

END OF SECTION

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QUALITY CONTROL

01400-1

SECTION 01400 – QUALITY CONTROL

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance – control of installation
- B. Tolerances
- C. References and standards

1.2 RELATED SECTIONS

- A. Section 01090 - Reference Standards
- B. Section 01300 - Submittals: Submission of manufacturers' instructions and certificates
- C. Section 01600 - Material and Equipment: Requirements for material and product quality

1.3 QUALITY ASSURANCE - CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality
- B. Comply with manufacturers' instructions, including each step in sequence. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- D. Perform Work by persons qualified to produce required and specified quality
- E. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement

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QUALITY CONTROL

01400-2

- G. Comply with the examination, preparation, adjusting, and cleanup requirements of Section 01120

1.4 TOLERANCES

- A. Monitor fabrication and installation tolerance control of Products to produce acceptable Work, Do not permit tolerances to accumulate
- B. Comply with manufacturers' tolerances, Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place

1.5 REFERENCES AND STANDARDS

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date for receiving bids, except where a specific date is established by code. Obtain copies of standards where required by product specification sections.
- C. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of the Architect/Engineer shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION

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CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

01500-1

SECTION 01500 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities: Electricity, lighting, water, and sanitary facilities
- B. Temporary Controls: Barriers, protection of the Work, and water control
- C. Construction Facilities: Parking and progress cleaning

1.2 RELATED SECTIONS

- A. Section 01700 - Contract Close-out: Final cleaning

1.3 TEMPORARY ELECTRICITY AND LIGHTING

- A. Connect to Owner's existing power service; do not disrupt Owner's use of service. Owner will pay cost of energy used. Exercise measures to conserve energy.
- B. Complement existing power service capacity and characteristics as required
- C. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- D. Provide own lighting until lighting system in operation.

1.4 TEMPORARY WATER AND SANITARY FACILITIES

- A. Connect to Owner's existing water service; do not disrupt Owner's use of service. Owner will pay cost of water used. Exercise measures to conserve water.
- B. Provide and maintain required facilities and enclosures. Existing facility use is not permitted. Provide at time of project mobilization.

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CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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1.5 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to allow for Owner's use of site, and to protect facilities and adjacent properties from damage.
- B. Provide protection for plants designated to remain. Replace damaged plants
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.6 WATER CONTROL

- A. Grade areas to drain. Maintain excavations free of water

1.7 PROTECTION OF INSTALLED WORK

- A. Protect installed Work and provide special protection where specified in individual specification sections. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- B. Minimize traffic on landscaped areas. Repair damaged areas from construction operations.

1.8 PARKING

- A. Arrange with Owner for parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.

1.9 PROGRESS CLEANING AND WASTE REMOVAL

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from units when work in unit is completed and from site daily and dispose off-site.

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CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

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1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Substantial Completion inspection. Clean and repair damage caused by installation or use of temporary work.
- B. Restore existing and permanent facilities used during construction to original condition.

PART 2 – PRODUCTS (Not applicable)

PART 3 – EXECUTION (Not applicable)

END OF SECTION

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CONTRACTOR FIELD OFFICE & STORAGE FACILITIES 01590-1

PART I-GENERAL

- 1.01 The Contractor shall maintain an office at the site of the new project work. A competent person shall be in charge during work hours until the work has been completed and accepted. The field office shall be equipped with a copier, storage files, telephone, fax, air conditioning/heat, desks and chairs. The cost of these facilities including any utilities shall be the responsibility of and paid for by the respective contractors
- 1.02 The Contractor shall maintain suitable storage facilities, at a location acceptable to Owner, for safer and protected storage of materials and equipment to be used for the work.

END OF SECTION

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MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and handling
- C. Storage and protection
- D. Product options
- E. Substitutions

1.2 RELATED SECTIONS

- A. Section 01400 - Quality Control: Product quality monitoring

1.3 PRODUCTS

- A. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- B. Provide interchangeable components of the same manufacture for components being replaced.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle Products in accordance with manufacturer's instructions. Deliver materials to Project Site in manufacturer's unopened bundles or containers with labels intact.
- B. Promptly inspect shipments to ensure that Products comply with requirements, quantities are correct, and Products are undamaged. Provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect Products in accordance with manufacturers' instructions with seals and labels intact and legible.

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MATERIAL AND EQUIPMENT

01600-2

- B. Store sensitive Products in weather tight, climate controlled, enclosures in an environment favorable to Product. For exterior storage of fabricated Products, place on sloped supports above ground. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- E. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.6 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any Product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article.

1.7 SUBSTITUTIONS

- A. 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. Revisions to the Contract Documents requested by the Owner or Architect/Engineer.
 - 2. Specified options of products and construction methods included in the Contract Documents.
 - 3. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

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MATERIALS AND EQUIPMENT

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- B. Substitution Request Submittal: The Architect/Engineer will consider requests for substitution if received in proper form within 10 days after commencement of the Contract, Requests received more than 10 days after commencement of the Contract may be considered or rejected at the discretion of the Architect.
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 performance, weight, size, durability.
 - 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 is Construction Schedule, compared to the schedule without the approval of the substitution. Indicate the effect of the proposed substitution on the overall Contract Time.
 - 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 the 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. Architect/Engineer's Action: If necessary, the Architect will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Architect/Engineer will notify the Contractor of acceptance or rejection of the substitution within 2 weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

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MATERIALS AND EQUIPMENT

01600-4

PART 2 – PRODUCTS

2.1 SUBSTITUTIONS

- A. Conditions: The Architect/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 Architect/Engineer. If the following conditions are not satisfied, the Architect/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 Architect/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 Architect/Engineer for redesign and evaluation services, increased cost of other construction by the Owner, and 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.
 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 with the other contractor, each contractor shall cooperate with the other contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.

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MATERIALS AND EQUIPMENT

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- B. The Contractor's submittal and the Architect'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

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

CONTRACT CLOSE-OUT

01700-1

SECTION 01700 - CONTRACT CLOSE-OUT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Close-out procedures
- B. Final cleaning
- C. Adjusting
- D. Project record documents
- E. Operation and maintenance data
- F. Warranties
- G. Spare parts and maintenance materials

1.2 RELATED SECTIONS

- A. Section 01650 - Starting of Systems: System startup, testing, adjusting, and balancing.

1.3 CLOSE-OUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Architect/Engineer's review.
- B. Provide submittals to Architect/Engineer that are required by governing or other authorities
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.

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CONTRACT CLOSE-OUT

01700-2

1.5 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings, Specifications and Addenda
 - 2. Change Orders and other modifications to the Contract
 - 3. Reviewed Shop Drawings, Product Data, and Samples
 - 4. Manufacturer's instructions for assembly, installation, and adjusting
- B. Ensure entries are complete and accurate, enabling future reference by Owner. Store record documents separate from documents used for construction. Record information concurrent with construction progress.
- C. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number
 - 2. Product substitutions or alternates utilized
 - 3. Changes made by Addenda and modifications
- D. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish first [main] floor datum
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail
 - 5. Details not on original Contract drawings
- E. Remove Architect/Engineer title block and seal from all documents
- F. Submit documents to Architect/Engineer with claim for final Application for Payment.

1.7 OPERATION AND MAINTENANCE DATA

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CONTRACT CLOSE-OUT

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- A. Submit data bound in 8-1/2 x 11 inch text pages, three D size ring binders with durable plastic covers. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- B. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- C. Contents: Prepare a Table of Contents for manual, with each Product or system description identified in Table of Contents. Include in each division, directory of names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers; data on equipment; operation and maintenance instructions for system; shop drawings and product data; photocopies of warranties and bonds.
- D. Submit I draft copy of completed volumes 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect/Engineer comments. Revise content of all document sets as required prior to final submission.
- E. Submit two sets of revised final volumes, within 10 days after final inspection.

1.8 WARRANTIES

- A. Provide duplicate notarized copies. Execute and assemble transferable warranty documents from Subcontractors, suppliers, and manufacturers.
- B. Submit prior to final Application for Payment
- C. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within 10 days after acceptance, listing date of acceptance as start of warranty period.

1.9 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to location as directed Owner; obtain receipt prior to final payment.

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CONTRACT CLOSE-OUT

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PART 2 - PRODUCTS (Not applicable)

PART 3 – EXECUTION (Not applicable)

END OF SECTION

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

SITE WORK

02000-1

PART 1 - GENERAL

1.1 REQUIREMENTS

- A. The Contractor shall excavate, protect and backfill all excavation and trenches that may be necessary for completing the work to be done under this contract. All excavations shall be open, except where and to such extent as the Owner may authorize or require that the same be done by tunneling, boring or jacking. Trenches may be in general excavated or backfilled either by machinery or by hand as the Contractor may elect; provided, however, that the Owner shall be empowered, wherever he shall decide that such necessity exists, to require that hand excavation be employed.
- B. The Contractor shall perform all excavation of every description and of whatever substance encountered, to the depths indicated on the drawings, as specified herein, or as required by the Owner. All excavated materials not required for backfill shall be removed and wasted or otherwise disposed of as required or specified.

1.2 EXCAVATION LIMITS

The Contractor shall provide temporary sheeting, bracing, shoring or trenches as necessary to protect adjacent structures and provide safe working conditions.

Rock and boulders shall be removed to provide a clearance of six inches (6") below and one foot (1') on each side of all wall forms and pipe.

Limits of trench or excavation shall be as shown on the applicable trench details given on the contract drawings. Unstable soils on the trench bottom shall be removed and replaced with specified material as directed by the Engineer.

1.3 REMOVAL AND STORAGE OF MATERIALS

In case more material is excavated than can be backfilled or can be stored within the limits of the work, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall, at his own cost and expense, bring back as much of the material so removed as may be required to properly backfill, if of the proper kind; or, if so required, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary.

When it is necessary to haul soft or wet material over the roads, the Contractor shall provide suitable tight vehicles to prevent spillage.

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SITE WORK

02000-2

1.4 TOPSOIL

All topsoil shall be removed from the limits of trenches and excavation before the commencement of excavation. After the excavations are backfilled, the topsoil shall be replaced. No additional compensation will be made to the Contractor for this removal and replacement of topsoil. No topsoil shall be removed from the site.

PART 1 - GENERAL

1.5 QUALITY ASSURANCE

The following requirements shall apply: The unit of work under this Section shall comply in all respects with the laws, ordinances, rules and regulations of departments having jurisdiction over this work.

1.6 RULES, PERMITS AND CERTIFICATES

This Contractor shall pay all fees, give all notices, file all necessary drawings and obtain all permits and certificates of approval required in connection with work under this Section.

1.7 SITE CONDITIONS

1. Subsurface investigation - The Contractor shall proceed with the work with the understanding that he has carefully examined the drawings, specifications, subsurface information and has visited and thoroughly inspected the premises.
2. Disposition of Utilities - Rules and regulations governing the respective utilities shall be observed in executing all work under this heading.
3. Cooperation - Coordinate this work with the work under other Sections so as to avoid any delay in the progress of the project or any interference with the progress of other work.
4. The word-örock" . wherever used as the name of a material to be excavated, shall mean boulders and pieces of concrete or masonry exceeding 1 cubic yard in volume; or solid ledge rock which in the opinion of the Engineer, requires removal. No soft or disintegrated rock which can be removed with a hand pick or power-operated shovel and no rock exterior to the maximum limits of measurement allowed will be measured or allowed. Removal of rocks smaller than one (1) cubic yard shall not be subject to extra payment.

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SITE WORK

02000-3

PART 1 - GENERAL

1.8 DEWATERING

The Contractor shall provide pumps, well points or other methods of dewatering, so firm bedding conditions can be maintained. No extra payment will be allowed for any dewatering operations unless indicated in the Specifications.

All discharges that contain sediments must be discharged to siltation or settling basins or other measures that prevent sediments from leaving the site. The turbidity of the discharge cannot exceed the ambient-basic ground levels.

PART 2 - PRODUCTS

PART 3 - EXECUTION

3.1 BENCH MARKS

Maintain carefully all bench marks, monuments and other reference points. If disturbed or destroyed, replace as directed.

3.2 TOPSOIL REMOVAL

Remove topsoil to its entire depth from the areas to be occupied by the structure, roads, surfaced areas, treatment units and all re-graded areas. Topsoil may be stockpiled in approved locations where it will not interfere with structure or trenching operations. Areas to be stripped shall first be scraped clean of all brushy weeds, grass, roots and other material that will interfere with lawn maintenance. Topsoil shall be reasonably free from-sub-soil, debris and stones larger than two inches (2") in diameter. The stored topsoil shall be left in piles to be used during finished grading.

Additional topsoil, if needed to provide a minimum depth of four inches (4") for all areas to be seeded, shall be furnished and placed by the Contractor at no additional cost to the Owner.

3.3 STRUCTURE EXCAVATION

Excavate elevations and dimensions as indicated. Allow additional space as required for construction operations and inspection of foundations.

The Contractor is cautioned that no extra payment will be allowed for any materials encountered during excavation and for sheeting, shoring, bracing, sheet piling, pumping water or well points which may be required. The Contractor may excavate test holes under the direction of the owner prior to submitting a proposal.)

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SITE WORK

02000-4

Keep excavations dry at all times, slope, support and stabilize the banks to protect workmen and structures. Particular care shall be taken to prevent flotation or movement of units during construction.

If material at the bottom of any excavation becomes soft and unstable as a result of not keeping the excavation dry, the Contractor shall remove all such material and replace it with crushed stone or concrete as directed by the Engineer. If any excavation is made beyond the depth, which is indicated, for structures, the excess depth shall be refilled with crushed stone or concrete.

3.4 BACKFILL FOR STRUCTURES

Backfill against walls only after the top slab or supporting interior walls have been built to support the wall and approval of the owner has been obtained. Place and compact backfill so as to minimize settlement and avoid damage to the walls and to waterproofing and other work in place.

Before placing fill, remove all debris subject to termite attack, rot or corrosion, and all other deleterious materials from areas to be backfilled. Deposit backfill in layers not more than eight inches (8") thick. All fill material shall be reasonably free from roots, plaster, bats and unsuitable materials.

Stones larger than four inches (4") maximum dimension shall not be permitted in the upper six inches (6") of fill. Place the fill material in successive layers, in loose depth as specified, for the full width of the cross section. Thoroughly compact each layer by rolling or pneumatic tamping. The finished subgrade shall be brought to elevations indicated on drawings and sloped to drain water away from the structures where settlement occurs.

It is the Contractor's responsibility to prevent any displacement of foundation construction during backfilling operations.

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SITE WORK

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PART 3 - EXECUTION

3.5 EARTH FILL

1. Place fill within structure to a minimum of six inches (6") under all concrete slabs on grade. All fill material shall be approved excavated material or gravel. Cinders, clay or silt are not permitted in the fill.

Prior to depositing the fill, the existing subgrade shall be cleared of all large stones, sod, loam, vegetation, wood, mud and other unsuitable material from areas to receive the fill. Do not deposit fill until the subgrade has been checked and approved by the Engineer. In no case shall fill be placed on subgrade that is muddy, frozen or that contains frost. Deposit fill material in horizontal layers not exceeding eight inches (8") in depth before compacting. Spread fill evenly and compact each layer by uniformly rolling pneumatic tamping or other approved equipment.

The finished compacted areas shall be brought to a reasonable true and even plane at the required elevations and shall be approved by the Engineer prior to the construction of the foundation course.

2. Place fill for pavements, parking lots and sidewalks to the depths necessary to bring all areas to grade. Fill material may be excavated material free from large boulders or debris or borrow. Fill shall be placed in layers not to exceed six inches (6") and thoroughly compacted.
3. Foundation Course - Deposit foundation course evenly and compact by uniformly rolling, pneumatic tamping or other approved equipment.

The finished compacted area shall be brought to a reasonable true and even plane at the required elevations and shall be approved by the Engineer prior to the placement of the concrete floor.

4. Compacting and Testing - Uniformly spread, moisten and dry each layer of the fill and foundation course as required to compact the material to 100% maximum density at the optimum moisture content, as determined by ASTM 1557 over the entire area.

3.6 SITE GRADING

where fill is required to raise the existing grades outside of building areas to the new subgrade elevation indicated on drawings, such fill shall be of earth or approved gravel, placed and compacted as specified. The quality of fill material shall be approved by the Owner's Engineer. Do all grading, placement of gravel fill and compaction as indicated on drawings to bring the entire area to subgrades as required.

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SITE WORK

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PART 3 - EXECUTION

3.7 ROUGH GRADING

Rough grading of all areas within the project, including excavated and filled sections and adjacent transition areas shall be reasonably smooth, compacted and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from either bladegrader or scraper operations, except as otherwise specified. The finished subgrade surface generally shall be not more than 0.5 feet above or below the established grade or approved cross section, with due allowance for topsoil, sod and pavement depths; the tolerance for areas within ten feet (10Æ) of building and all areas to be paved shall not exceed 0.15 feet above or below the established subgrade. All ditches, swales, and gutters shall be finished to drain readily.

3.8 TOP SOIL SPREADING

- A. The Contractor shall distribute the topsoil to a minimum depth of four inches (4ö) in all disturbed areas and areas to be seeded and to finish grades indicated on the drawings. Degree of finish shall be that ordinarily obtained from bladegrade operations. The Contractor shall provide additional topsoil, to achieve a minimum depth of four inches (4"), at no additional cost to the Owner.

3.9 LAWNS & LANDSCAPING Refer to Section 02800

3.10 SOIL PREPARATION

- A. Before seeding or fertilizing, finish all rough grading, drainage, topsoiling and final grading. The area should be York raked to remove all debris and large stones which may have been contained in the topsoil. For lawns, the surface should then be trimmed and hand raked to true lines, free from unsightly variations, bumps, ridges or depressions. Stones over one inch (1") should be removed. With all objectionable material removed, a finely pulverized seedbed should be formed.

END OF SECTION

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TRENCHING AND BACKFILLING

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SECTION 02200 - TRENCHING AND BACKFILLING

PART I - GENERAL

1.1 REQUIREMENTS

- A. The Contractor shall excavate, protect and backfill all trenches that may be necessary for completing the work to be done under this contract. All excavations shall be in open trenches, except where and to such extent as the Owner may authorize or require that the same be done by tunneling, boring or jacking. Trenches may be in general excavated or backfilled either by machinery or by hand as the Contractor may elect; provided, however, that the Owner shall be empowered, wherever he shall decide that such necessity exists, to require that hand excavation be employed and that backfilling by hand shall be done to the extent required. The Contractor shall have no claim for extra compensation due to the fact that hand excavation may be required by the Owner.
- B. The Contractor shall perform all excavation of every description and of whatever substance encountered, to the depths indicated on the drawings, as specified herein, or as required by the Owner. All excavated materials not required for backfill shall be removed and wasted or otherwise disposed of as required or specified.

1.2 EXCAVATION LIMITS

- A. The Contractor shall provide temporary sheeting, bracing, shoring or trenches as necessary to protect adjacent structures and provide safe working conditions. Rock and boulders shall be removed to provide a clearance of six inches (6") below and one foot (1') on each side of all wall forms and pipe.
- B. Limits of trench excavation shall be as shown on the applicable trench details given on the contract drawings. Unstable soils on the trench bottom shall be removed and replaced with specified material as directed by the Engineer.

1.3 REMOVAL AND STORAGE OF MATERIALS

- A. In case more material is excavated from any trench than can be backfilled over the completed pipe or can be stored within the limits of the work, leaving space for the traffic and drainage as herein provided, the excess material shall be removed to some convenient place, provided by the Contractor. The Contractor shall, at his own cost and expense, bring back as much of the material so removed as may be required to properly backfill the trench, if of

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the proper kind; or, if so required, the Contractor shall, at his own cost and expense, furnish such other suitable material as may be necessary. When it is necessary to haul soft or wet material over the roads, the Contractor shall provide suitable tight vehicles to prevent spillage.

- B. All topsoil shall be removed from the limits of trenches before the commencement of trench excavation. After the trenches are backfilled, the topsoil shall be replaced. No additional compensation will be made to the Contractor for this removal and replacement of topsoil. No topsoil shall be removed from the site.

PART 2 - PRODUCTS

2.1 FILL AND BACKFILL MATERIAL

- A. Materials required for backfilling shall be as shown on the Drawings and as herein specified or as ordered by the Engineer.
- B. The Engineer reserves the right to inspect proposed sources of off-site material and to order such tests of the material which he deems necessary to ascertain its quality and gradation of particle size. The Contractor shall, at his expense, engage an approved testing laboratory to perform such tests, the results of which shall be furnished to the Engineer. If similar tests of the material from a particular source were performed previously, the Contractor may submit results of these tests to the Engineer for consideration. No backfill material shall be used on this project until approval is obtained from the Engineer and only material from approved sources shall be used.

PART 3 - EXECUTION

3.1 WASTE MATERIAL DISPOSAL

- A. Excess excavated material, debris, waste construction materials shall be properly disposed of. The Contractor shall haul the material to an approved site and pay for any disposal costs.

3.2 SITE GRADING

- A. Unless otherwise indicated on the plans, the construction site shall be returned to its original elevations; however, newly landscaped areas shall be raised with mulch minimum 3 inches and up to 6 inches above surrounding grade.

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TRENCHING AND BACKFILLING

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- B. Lawn areas disturbed shall be backfilled to within four inches (4") of the original grade and filled the remainder of the way with topsoil, previously stockpiled from the area or imported from an approved source.
- C. Road, driveways, and parking areas shall be backfilled to the original grade with the specified material. The Contractor shall maintain this surface, filling all settlements as they occur. No extra payment will be made for this work.

3.3 EARTH FILL

- A. Place fill within structure or where indicated - minimum of six inches (6") under all concrete slabs on grade. All fill material shall be approved excavated material or gravel. Cinders, clay or silt are not permitted in the fill. Prior to depositing the fill, the existing subgrade shall be cleared of all large stones, sod, loam, vegetation, wood, mud and other unsuitable material from areas to receive the fill. Do not deposit fill until the subgrade has been checked and approved by the Engineer. In no case shall fill be placed on subgrade that is muddy, frozen or that contains frost. Deposit fill material in horizontal layers not exceeding eight inches (8") in depth before compacting. Spread fill evenly and compact each layer by uniformly rolling pneumatic tamping or other approved equipment. The finished compacted areas shall be brought to a reasonable true and even plane at the required elevations and shall be approved by the Engineer prior to the construction of the foundation course.
- B. Place fill for pavements, parking lots and sidewalks to the depths necessary to bring all areas to grade. Fill material may be excavated material free from large boulders or debris or borrow. Fill shall be placed in layers not to exceed six inches (6") and thoroughly compacted.
- C. Foundation Course - Deposit foundation course evenly and compact by uniformly rolling, pneumatic tamping or other approved equipment. The finished compacted area shall be brought to a reasonable tone and even plane at the required elevations and shall be approved by the Engineer prior to the placement of the concrete floor.
- D. Compacting and Testing - Uniformly spread, moisten and dry each layer of the fill and foundation course as required to compact the material to 100% maximum density at the optimum moisture content, as determined by ASTM 1557 over the entire area.

END OF SECTION

TOWN OF DELHI, NEW YORK
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SOIL COMPACTION CONTROL

02230-1

PART 1 – GENERAL

Compaction densities specified herein shall be the percentage of the maximum density obtainable at optimum moisture content as determined and controlled in accordance with AASHTO Standard T-99, Method C. Field density tests shall be made in accordance with AASHTO Standard T-147.

Each layer of backfill shall be moistened or dried as required, and shall be compacted in the following densities, unless otherwise specified in the project specifications.

- a. To 12" above top of pipe (all areas) - 90%
- b. From springline of pipe to original grade
 - 1) Under roads, driveways, parking areas - 95%
 - 2) Under lawn areas - 85%

PART 2 - METHODS AND EQUIPMENT

Methods and equipment proposed for compaction shall be subject to the prior approval of the Engineer. In compacting by rolling or operating heavy equipment over the pipelines, displacement of, or injury to the pipe and structures shall be avoided. Movement of in-place pipe or structures shall be at the Contractor's risk. Any pipe or structure damaged thereby shall be replaced or repaired as directed by the Engineer and at the expense of the Contractor.

PART 3 – TESTING

- 1) Field density tests may be ordered by the Engineer and paid for by the Contractor for each foot of depth of backfill at an average interval of 100 feet along the trench except as further specified.
- 2) The Contractor shall furnish all necessary samples for laboratory tests and shall provide assistance and cooperation during field tests. The Contractor shall plan his operations to allow adequate time for laboratory tests and to permit taking of field density tests during compaction. Any costs of retesting required as a result of failure to meet compaction requirements shall be borne by the Contractor.

If compaction tests do not meet specifications herein, the Contractor shall be ordered to change his methods of operation and/or his backfill materials, at no cost to the Owner.

Inadequate compaction shall be cause for the Owner to issue a stop work order to the Contractor.

END OF SECTION

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Section 02400 SHORING Page 1

PART 1 GENERAL

1.01 GENERAL

The Contractor shall furnish and install sheeting, bracing and shoring as necessary for the safety of construction operations.

The Contractor shall be responsible for adequacy of his system of shoring.

PART 2 - PRODUCTS

2.01 PRODUCTS

All plank used for sheeting and sheet piling and all timber used for braces, shores and stringers shall be sound, .straight grained material. Plank and timber shall be tongued and grooved or grooved and splined if so required. Steel sheeting, if used, shall be U.S. Steel or equal.

All sheeting used shall be in compliance with Title 29, Code of Federal Regulations, Part 1926l Safety and Health Regulations for Construction (OSHA) regarding the safety and protection of persons employed in construction.

PART 3 - EXECUTION

3.01 EXECUTION

Sheeting shall be used if necessary to keep construction ..operations within the work area limits, as set forth in these Specifications and as shown on the drawings.

All sheeting, sheet piling and braces or shores shall be driven or put in place by men especially skilled in such work and shall be so arranged that they may be withdrawn as the excavations are backfilled, without injury to new piping structures and without injury to or settlement of adjacent structures and pavements.

The Contractor shall be responsible for the adequacy of all sheeting and bracing used and for all damage to persons or property resulting from improper quality, strength, placing, maintenance and removal.

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Section 02400 SHORING Page 2

PART 3 EXECUTION

3.01 EXECUTION (continued)

Sheeting, sheet piling and bracing and shores shall be withdrawn and removed as the excavations are being backfilled, except where and to such an extent as the Engineer shall require, in writing that the same be left in places or where he shall permit the Contractor to leave the same in place at the Contractor's own request.

In withdrawing sheeting and sheet piling, special care shall be taken to insure that all voids or holes left by the plank as they are withdrawn are filled with satisfactory material and thoroughly compacted.

The failure or refusal of the Engineer to require the use of sheeting or sheet piling of a better quality or larger sizes of timber, or to require sheeting, sheet piling, bracing or shores to be left in place, shall not in any way or to any extent relieve the Contractor of any or all of his obligations under the contract nor impose any liability on the Engineer or the Owner.

The Contractor may use a b6x shield as a safety feature during construction, but this will not be considered to be construed as sheeting.

The State Industrial Code shall be considered a part of these Specifications under this Section.

SECTION END

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Section 02465 UNDERGROUND PIPING AND APPURTENANCES

Page 1

PART 1 - GENERAL

1.01 GENERAL

All manufacturers shall have available to the Engineer, Contractor and the Owner, the services of a competent pipe installation specialist for assistance during construction of this project.

With each shipment of material, the manufacturer must submit to the Engineer, in duplicate, results of all tests performed at the factory on this particular product. The Contractor shall install all necessary adaptors required for the connection of pipe of various types, fittings and valves. There shall be no extra payment for fittings and/or adaptor and these items shall be included within the unit prices of the item.

PART 2 - PRODUCTS

2.01 DUCTILE IRON PIPE AND FITTINGS

All pipe and fittings shall be of good quality, strong, of even grain and soft enough to permit drilling and cutting. Each pipe fitting shall be free from any defects which would make it unfit for the use intended. All pipe fittings shall be straight and be a true circle in section with concentric inner and outer surfaces. Pipe, if required, to be cut during installation shall be fully gauged for field cutting. Pipe metal shall be made without any admixture of cinder iron or other inferior material.

Pipe, if required, shall be ductile iron pipe conforming to the requirements of ANSI A21.51 (AWWA C151). Pipe class thickness shall be Class 52 unless otherwise indicated on the drawings.

Fittings shall be gray iron or ductile iron fittings conforming to the requirements of ANSI/AWWA C110. Fittings shall equal or exceed the requirements of the main pipe and shall have a rated working pressure of 250 psi.

Pipe and fittings shall be cement-mortar lined (double thickness) in accordance with the requirements of ANSI/AWWA C104/A21.4, with an asphalt coating on the inside and outside of the pipe.

All fittings shall be of good quality, of even grain and free from any defects which would make it unfit for the use intended. Pipe metal shall be made without any admixture of cinder iron or other inferior material.

Fittings shall be ductile iron fittings conforming to the requirements of AWWA C-111 specification, minimum Class 250 with mechanical joints. Fittings shall be cement-mortar lined in accordance with AWWA C104 with a coal tar bituminous coating on the inside and outside of the pipe. Bolts and nuts shall be high-strength Cor-Ten Material steel. All joints shall conform to the requirements of AWWA C-111.

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UNDERGROUND PIPING AND APPURTENANCES

Page 2

Joints shall be rubber gasket push-on or mechanical joint type as indicated on the Drawings. All joints shall conform to the requirements of ANSI/AWWA C111/A21.11. Fittings shall be polywrapped per manufacturer's recommendations.

2.02 PVC PIPING AND FITTINGS

PVC piping and fittings shall be ASTM Schedule 40 virgin PVC materials, properly cleaned and prepared prior to cementing.

2.03 RESILIENT SEAT GATE VALVES AND VALVE BOXES

All gate valves and tapping valves shall conform to AWWA Specification C500-latest revision and shall have non-rising stems, "O" ring packing and shall open left. All valves shall have mechanical joint ends and be furnished with sufficient quantities of accessories. Valves shall be Clow P-5065 (gate), Mueller A-2370-22 and Clow F-5093 (tapping) or equivalent.

Valve boxes shall be two (2) piece, screw type, Clow P-2459, Mueller A-2483-6 or equivalent. Valve box covers shall be marked "WATER OR "SEWER".

2.04 CORPORATION STOPS (INCLUDING FOR DISINFECTION AND TESTING TAPS)

Corporation Stops - Shall be cast brass with "O" ring seals, compression type, Mueller H-15008. The size of the corporation stop shall be the same as the size of the service pipe. Minimum size shall be 1". Pipe shall be copper tubing conforming to the requirements of ASTM B88, Type K.

PART 3 - EXECUTION

3.01 GENERAL

General/Plumbing Contractor shall provide all pipe, appurtenances, taps, and fittings. All installation including disinfection and testing shall be the responsibility of the Contractor. All shall be restored to original condition under each contract and paid under the unit or total construction contract lump sum item of installation for which it was required.

Water/Sewer force mains shall be installed to the lines and depths indicated on the drawings or as ordered by the Engineer. The locations, lines and depths of the pipe

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UNDERGROUND PIPING AND APPURTENANCES

Page 3

lines, valves and other appurtenances shown or specified are approximate only; actual locations, lines and depths shall be as directed by the Engineer at the times of installation.

Pipe and fittings shall be handled in such a manner that the coating and lining are not damaged during their delivery, storage or installation. Pipe with damaged coatings or linings shall be repaired or replaced by the Contractor at his expense to the satisfaction of the Engineer.

All pipe shall be of good quality and free from any defects which would make it unfit for the use intended. All pipe shall be a true circle in section with concentric inner and outer surfaces. Pipe to be cut during installation shall be fully gauged for field cutting.

All work under this item shall be coordinated with the Water/Sewer Department. The Water or Sewer Department shall operate all existing valves and appurtenances needed to do work under this item; no existing valves or appurtenances shall be operated by the Contractor. The Contractor shall give the Water/Sewer Department a minimum of two (2) working days advance notice when operation of valves and appurtenances is required for the actual work.

The Contractor shall schedule his operations to maintain adequate water service. Required water service interruptions shall be of a minimum duration. The Contractor shall coordinate any required interruptions in water service with the Water/Sewer Department and shall give the Water/Sewer Department a minimum of two (2) working days advance notice of intent to discontinue water service in any water/sewer main or service. The Contractor shall also give a minimum of two (2) working days advance notice of intent to disconnect hydrants and shall notify the Fire Department when hydrants are placed back in service. Prior to interruption of water service, the Contractor shall notify all affected water service customers. Methods of notification shall be approved by the Engineer prior to notification of customers. Temporary water service shall be provided by the Contractor to customers whose water service is disconnected for more than one (1) working day.

3.02 PIPE INSTALLATION

The trench shall be excavated to the required alignment and width, and to a depth that will assure a minimum cover of 5.0 feet over the top of the pipe after construction has been completed. Excavation and backfill shall conform to the requirements of Section 02200. The Contractor shall dewater the trench and keep it free of water at all times.

Where the trench is determined to be unstable, the Contractor shall remove all unsuitable material to the width and depth ordered by the Engineer. Unsuitable material shall be disposed of by the Contractor at his expense and shall be replaced with a material ordered by the Engineer.

The Engineer shall provide alignment and critical survey control for the installation of the work. Pipe shall be installed to depths and in conformance with the details provided on the drawings and as specified herein. All watermain shall be provided in sand encasement and backfill compacted as per the drawings and specifications. Boulders greater than 6" in size and topsoil shall not be used as backfill. Special backfill shall be required under roadway pavement as indicated or in conformance with required permits. The cost and conformance to permit

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conditions shall be included in the bid for the installation of the required item. No special or additional payment will be made for such item(s).

When rock is encountered, all rock shall be removed to provide a minimum clearance around the pipe exterior of twelve inches (12") along the sides of the pipe and six inches (6") along the bottom of the pipe.

Pipe and fittings shall be installed in accordance with the requirements of ANSI/AWWA C600 and according to manufacturer's latest printed instructions. No plugging, filing or burning in or welding of pipe will be allowed.

All tees, elbows, bends and plugs shall be solidly braced to prevent any deflection due to thrust pressure. Bracing shall be accomplished with the use of cast-in-place concrete between the fittings and undisturbed soil. Thrust block dimensions shall be as indicated on the drawings. Mechanically restrained joints shall be used only when indicated on the drawings or when ordered by the Engineer. All materials and installation methods for mechanically restrained joints shall be subject to the approval of the Engineer prior to installation.

3.03 GATE VALVES AND VALVE BOXES

Valves shall be installed in the watermain at the location shown on the drawings. Before installation, the valves shall be inspected, cleaned, lubricated and tested to insure that they are in proper working order. Valves shall be installed with their operating stems in a vertical position. Bedding under valves shall be well compacted and firm.

Valve boxes shall be carefully set over the valve stem. The top section shall be adjustable for elevation and the base shall be centered over the operating nut. The valve box shall be adequately braced to insure that it remains in the proper position during and after backfilling. The Contractor shall maintain proper alignment and height of the box until the completion of the project.

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PAVING AND SURFACING

02600-1

PART 1 - GENERAL

1.1 GENERAL

- A. The Contractor shall install all materials as necessary to properly execute the work of this section.

PART 2 – PRODUCTS

- 2.1 ASPHALT CONCRETE - NYSDOT, Item Type 3 Binder & Type 7 top
- 2.2 STONE BASE - NYSDOT, Item 304-2.02, Type 2
- 2.3 GRAVEL - NYSDOT 304-2.02, Type 1
- 2.4 CRUSHED STONE - NYSDOT, 304-2.02 Type 2

PART 3 – EXECUTION

- A. After proper removal of the excavated materials from within the trench limits and installation of the pipe-line, the Contractor shall backfill the entire excavation up with select fill or, if specified, crushed stone, compacted in six inch (6") lifts.

The edges of the existing pavement may be required to be recut to form an even or uniform line of resurfacing. Resurfacing of driveways shall require the Contractor to saw cut asphalt and concrete driveways and excavate all driveways to a depth of nine inches (9") below finished grade. Specific construction shall conform to the contract drawings and/or match existing conditions.

3.1 ASPHALT CONCRETE SURFACES

- A. Asphalt concrete binder shall be used for pavement as shown on the drawings. Required thickness asphalt concrete shall be per drawings, but in no case shall it be less than two inches (2") thick compacted asphalt concrete. Asphalt concrete binder shall be installed in accordance with NYSDOT general specifications for Bituminous Concrete. The base will consist of compacted NYSDOT Item 304-2.02 Type 2 Crushed Stone Run uniformly placed and rolled 6 inches minimum or otherwise as per contract drawings.

END OF SECTION

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Section 02990 UNDERGROUND PIPELINE TESTING

Page 1

PART 1 - GENERAL

1.01 WATER FOR FLUSHING AND TESTING

The owner shall provide the water used in flushing, and testing the newly installed sewer forcemains.

1.02 PREVENTIVE MEASURES DURING CONSTRUCTION

In order to prevent contaminating materials from entering water mains, the following measures shall be taken:

- Keep pipes clean and dry.
- All joints and/or openings shall be sealed at the end of each working day.
- Lubricants shall be suitable for potable water systems.
- No packing or joint sealing material capable of supporting prolific growth of microorganisms shall be used.
- Install pipe under dry and dewatered conditions.

1.03 FLUSHING MAINS

All piping shall be flushed prior to testing. The flushing velocity shall be a minimum of 2.5/feet per second. Each section of pipe shall be expelled by opening air releases at the highest points of the line. After all air is expelled, the flushing may begin.

1.04 TESTING MAINS

General - Leakage and pressure tests shall be conducted simultaneously on completed portions of the sewer lateral at 4.0 PSI air pressure to be held constant for one (1) minute. Testing shall be done only after backfilling around the pipe is completed.

The duration of the pressure leakage test for water service shall be two (2) hours unless otherwise directed by the Owner.

Procedure - Pressure shall be applied to the main by means of a hand or motor-driven pump. After the main has been brought up to the test pressure, it shall be held at the test pressure for the time specified. Any makeup water shall be carefully measured by a meter or by pumping the water from a vessel of known volume.

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Section 02990 UNDERGROUND PIPELINE TESTING

Page 2

PART 1 - GENERAL

1.04 TESTING MAINS (continued)

Test Pressure - Test pressure shall be 150 psi, for a minimum of two (2) hours. Pressure shall be measured at the highest point in the sections under test.

Leakage Allowance - Allowable leakage for pipe shall be according to the-latest AWWA Specifications for the size of pipe being tested.

PART 2 - PRODUCTS - None

PART 3 - EXECUTION - NA

SECTION END

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CONCRETE WORK

03300-1

PART 1 - GENERAL

1.1 Related Documents

- A. Drawings and general provisions of Contract including Division 0 and Division 1 Specification sections apply to work specified in this section.

1.2 Description of Work

- A. Providing cast-in-place concrete

1.3 Quality Assurance

- A. Comply with the latest provisions of following codes, specifications and standards, except where more stringent requirements are shown or specified.
 - 1. ACI 318 "Building Code Requirements for Reinforced Concrete"
 - 2. "Details and Detailing of Concrete Reinforcement", ACI-315
 - 3. Concrete Reinforcing Steel Institute, "Manual of Standard Practice"
 - 4. Governing Building Code. Comply with all requirements of the governing building codes that are more stringent than above-referenced codes, standards and specifications
 - 5. ACI SP-15 (84), Field Reference Manual. A copy of this publication must be kept in the field office at all times during concrete construction.

1.4 Submittals

- A. Submit manufacturers' product data with application and installation instructions for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds and other as requested by Engineer/Architect.
- B. Submit shops drawings for fabrication, bending and placement of concrete reinforcement. Comply with ACI 315 "Details and Detailing of Concrete Reinforcement", A C I - 3 1 5 Structures" showing bar schedules, stirrup spacing, diagrams of bent bars, arrangement of concrete reinforcement. Include special reinforcement required and openings through concrete structures.

The shop drawings are interpretations of and are supplemental to the design drawings and specifications. Their intent is to demonstrate to the Engineer/Architect that this Contractor has understood the design concept and to provide the detailed information necessary for the fabrication, assembly and installation of the products or materials specified. Neither the shop drawings

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CONCRETE WORK

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nor comments placed on them by the Engineer/Architect shall be construed as being change orders. If any deviations, discrepancies or conflicts between the shop drawings and the design drawings and specifications are discovered, either prior to or after the shop drawings have been reviewed, the design drawings and specifications shall control and shall be followed.

- C. Submit laboratory test reports for concrete materials and mix design test as specified.
- D. Substitutions: Any request for product substitution must be submitted for review, with all necessary documentation, prior to time of bid. No requests for substitutions will be considered after bid has been received.
- E. Throughout the Specifications, types of materials may be specified by manufacturer's name in order to establish standards of quality and performance and not for the purpose of limiting competition. Unless specifically stated otherwise, the bidder may assume the phrase "or approved equal", except that the burden is upon the bidder to provide such equality. If the bidder elects to prove such equality, it must request the Engineer/Architect's approval in writing to substitute such item for the specified item, stating the cost difference involved with supporting data and samples, if required, to permit a fair evaluation of the proposed substitute with respect to quality, serviceability, warranty and cost.

PART 2 - PRODUCTS

2.1 Form Materials

- A. Forms for Concrete: Form concrete surfaces with plywood, lumber, metal or other acceptable material. Provide lumber dressed on at least two (2) edges and one (1) side for tight fit.

2.2 Reinforcing Materials

- A. Reinforcing Bars: ANSI/ASTM A 615, Grade 60, deformed
- B. Steel Wire: ANSI/ASTM A 82, plain, cold-drawn steel.
- C. Welded Wire Fabric: ANSI/ASTM A 185, welded steel wire fabric
- D. Provide supports for reinforcement including bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcing bars and

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CONCRETE WORK

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welded wire fabric in place. Use wire bar type supports complying with CRSI recommendations, unless otherwise acceptable.

- E. For slabs-on-grade, use supports with sand plates on horizontal runners where base material will not support chair legs.

2.3 Concrete Materials

- A. Portland Cement: ANSI/ASTM C 150, Type II
- B. Normal Weight Aggregates: ANSI/ASTM C 33 and as herein specified. Provide aggregates from a single source for exposed concrete.
- C. Water: Potable
- D. Air-Entraining Admixture: ANSI/ASTM C 260

Water Reducing Admixture: "Eucon WR-7511 by the Euclid Chemical Co., "Pozzolith 200N" by Master Builders or "Plastocrete 16011 by Sika Chemical Corp. The admixture shall conform to ASTM C 494, Type A and not contain more chloride ions than are present in municipal drinking water.

Water Reducing, Retarding Admixture: "Eucon Retarder-7511 by the Euclid Chemical Co., "Pozzolith 100XR" by Master Builders or "Plastiment" by Sika Chemical Corp. The admixture shall conform to ASTM C494, Type D and not contain more chloride ions than are present in municipal drinking water.

High Range Water Reducing Admixture (Superplasticizer): "Eucon 3711 by the Euclid Chemical Co. or "Sikament" by Sika Chemical Corp. The admixture shall conform to ASTM C494, Type F or G, and not contain more chloride ions than are present in municipal drinking water.

Non-Corrosive, Non-Chloride Accelerator: "Accelguard 8011 by the Euclid Chemical Co. or approved equal. The admixture shall conform to ASTM C 494, Type C or E and not contain more chloride ions than are present in municipal drinking water. The admixture manufacturer must have long-term non-corrosive test data from an independent testing laboratory (of at least a year's duration) using an acceptable accelerated corrosion test method such as that using electrical potential measures.

Prohibited Admixtures: Calcium chloride, thiocyanates or admixtures containing more than 0.05% chloride ions are not permitted.

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Certification: Written conformance to the above-mentioned requirements and the chloride ions content of the admixture will be required from the admixture manufacturer prior to mix design review by the Engineer/Architect.

2.4 Related Materials

- A. Moisture-Retaining Cover: One of the following, complying with ANSI/ASTM C 171:
 - 1. Waterproof paper
 - 2. Polyethylene film
 - 3. Polyethylene-coated burlap
- B. Curing and Sealing Compound: ASTM C-309, Type I. The compound shall be a clear styrene acrylate type, 30% solids content minimum, and have test data from an independent testing laboratory indicating a maximum moisture loss of 0.030 grams per sq. cm. when applied at a coverage rate of 300 square feet per gallon. Compound shall be "Super RezSeal" by the Euclid Chemical Company, "Masterkurell by Master Builders, or "Hydrozo 30%11 by Hydrozo Coating. Inc. Manufacturer's Certification Required. Sodium Silicate compounds are prohibited.
- C. Dissipating Resin Curing Compound: The compound shall be a dissipating resin type compound, conforming to ASTM C-309, Type I, "Kurez DR" by the Euclid Chemical Co., or approved equal. The film must chemically break down in a two to four week period.
- D. Bonding Agent: For new work against any existing concrete, the existing shall be coated with 100% solids, epoxy resin, bonding agent, Sika "Sikadur Hi-Mod", Sonneborn "Sonobond" or Euclid Chemical Company, "Euco Epoxy #452 MV".
- E. Bonding Materials: The compound shall be polyvinyl acetate, rewettable type, "Euco Weld" by the Euclid Chemical Co. or "Weldcretell by the Larsen Co. Use only in areas not subject to moisture.
- F. Bonding Admixture: The compound shall be latex, nonwettable type, "SBR Latex" or "Flex-Con" by the Euclid Chemical Co. or "Daraweld C" by W. R. Grace.
- G. Patching Mortar: "Euco Epoxy #460 Mortar" by the EuclidChemical Co. or "Sik-adur Lo-Mod" by Sika Chemical Corporation. The compound shall be epoxy type, 100% solids, suitable for use on dry or damp surfaces.

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- H. Patching Compound: Free-flowing, polymer-modified cementitious coating, "Euco Thin Coat" by the Euclid Chemical Co. or "Sika Top 12111" by the Sika Chemical Company.
- I. Epoxy Joint Filler: Shall be a three (3) component, 100% solids compound with a minimum shore D hardness of 50, "Euco Epoxy #600 or #700 by the Euclid Chemical Company or "Sikadur Lo-Mod Mortar" by Sika Chemical Company.
- J. Non-Shrink Grout: The grout shall conform to CRD C-621-83, "Corps of Engineers Specification for Non-Shrink Grout". The grout shall be "Hi-Mod" (non-catalyzed metallic) or "Euco N-S" (non-metallic) by the Euclid Chemical Co. or "Embeco 63611" (non-catalyzed metallic) or "Masterflow 713" (non-metallic) by Master Builders. The grout manufacturer shall furnish test data from an independent laboratory indicating that the grout when placed at a fluid consistency shall achieve 95% bearing under a 4' x 4' base plate.
- K. Metallic Aggregate Hardener: The hardener shall be formulated, processed and packaged under stringent quality control at the manufacturer's owned and controlled factory. The hardener shall be a combination portland cement, graded ion aggregate, coloring pigments (if required) and plasticizing admixtures. The metallic hardener shall be "Eucoplate HD" by the Euclid Chemical Company or "Masterplate 20011" by Master Builders.
- L. Mineral Aggregate Hardener: The hardener shall be formulated, processed and packaged under stringent quality control at the manufacturer's owned and controlled factory. The hardener shall be a combination portland cement, graded quartz aggregate, coloring pigments (if required) and plasticizing admixtures. The mineral hardener shall be "Surflex" by Euclid Chemical Company or "Mastercron" by Master Builders.
- M. Exterior Joint Sealant: "Eucolastic" by the Euclid Chemical Company or "Gardox" by W.R. Meadows. The sealant shall be a two component urethane joint sealant compound.
- N. Penetrating Anti-Spalling Sealer: The sealer shall be a siloxane-based compound which has a 96% chloride-ion screen and a repellency factor of 92% when tested in accordance with NCHRP #244, Test Method. In addition, the sealertreated concrete must exhibit no scaling when exposed to 125 cycles of freezing and thawing in accordance with ASTM C-672. The tests must be by an independent testing laboratory. The manufacturer shall offer a three-year warranty bond issued by an insurance company in the amount agreed upon by the manufacturer and the owner. The product shall be "Euco-Guard"

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by the Euclid Chemical Company or approved equal. The slab must be cured by a continuous moist curing method approved by the Engineer/Architect or by using "Kurez DR" by the Euclid Chemical Company.

2.5 Proportioning and Design of Mixes

- A. Prepare design mixes for each type and strength of concrete by either laboratory trial batch or field experience methods as specified in ACI Section 3.9. If trial batch method is used, use an independent testing facility acceptable to Engineer/Architect for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing unless otherwise acceptable to Engineer/Architect. When a concrete production facility does not have field test records for calculation of standard deviation, the required average strength shall be at least 1200 psi greater than the specified design strength.
- B. Submit written reports to Engineer/Architect of each proposed mix for each class of concrete at least fifteen (15) days prior to start of work. Do not begin concrete production until Engineer/Architect has reviewed mixes.
- C. Allowable concrete strength at 28 days:

Location	Required 28 day compressive strength	Maximum Water Cement Ratio	Entrained Air Content
Footing, piers, grade beams, caisson and all other below grade	3000	---	4.5% - 7.5%
Interior slabs on: grade, structural slabs, beams, columns, walls	4000	.50	4.5% - 7.5%
Concrete subjected to freezing and thawing	4000	.50	4.5% - 7.5%
Exterior slabs subjected to de-icers	4500	.45	4.5% - 7.5%
Reinforced concrete subjected to de-icers, salt spray or brackish water	5000	.40	4.5% - 7.5%
Exterior topping thin section	4000	.50	4.5% - 7.5%
Interior stair pans	3000	---	optional

NOTE: All aggregate sizes shall be #1/2, except for thin sections use #1 and for stair pans use #1A size.

- D. All concrete shall contain the specified water-reducing or water-reducing retarding admixture and/or high-range water reducing admixture (super-

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plasticizer). All concrete slabs, placed at air temperatures below 50 degrees F shall contain the specified non-corrosive non-chloride accelerator. All concrete required to be air-entrained shall contain an approved air-entraining admixture. All pumped concrete, concrete for industrial slabs, architectural concrete, concrete required to be watertight and concrete with a water-cement ratio below 0.50 shall contain the specified high-range water-reducing admixture (superplasticizer).

- E. Concrete Proportions and Consistency - The proportions of the concrete shall produce a mixture that will work readily, with the placement method used, into corners and angles of forms and around reinforcement. Segregation of materials in the mixture shall not be permitted not collection of excess free water on the surface.
- F. All concrete containing the high-range water-reducing admixture (superplasticizer) shall have a minimum slump of 8" unless otherwise approved by the Engineer/Architect. The concrete shall arrive at the job site at a slump of 2" to 3", be verified, then the high-range water-reducing admixture added to increase the slump to the approved level. All other concrete shall have a maximum slump of 3" for slabs and 4" for other members. This maximum slump may not be exceeded except by the job-site addition of the specified high-range water-reducing admixture (superplasticizer). In those portions of the structures where member dimensions and/or congestion due to reinforcing steel prevent the proper placement and consolidation of the concrete at the maximum slump specified, superplasticizer shall be used by the Contractor in lieu of increasing the slump of non-superplasticized concrete by the addition of water.

2.6 Concrete Mixing

- A. Ready-Mix Concrete - Comply with requirements of ANSI/ASTM C 94 and as herein specified:
 - 1. Delete references for allowing additional water to be added to batch for materials with insufficient slump. Addition of water to the batch will not be permitted.
- B. During hot weather, or under conditions contributing to rapid setting of concrete, a shorter mixing time than specified in ANSI/ASTM C 94 may be required:
 - 1. When air temperature is between 85 degrees F (30 degrees C) and 90 degrees F (32 degrees C), reduce mixing and delivery time from 12 hours to 75 minutes, and when air temperature is above 90 degrees F (32 degrees C), reduce mixing and delivery time to 60 minutes.

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PART 3 – EXECUTION

3.1 Forms

- A. Design, erect, support, brace and maintain formwork to support vertical and lateral loads that might be applied until such loads can be supported by concrete structures. Construct formwork so concrete members and structures are of correct size, shape, alignment, elevation and position.
- B. Design formwork to be readily removable without impact, shock or damage to cast-in-place concrete surfaces and adjacent material.
- C. Construct forms to sizes, shapes, lines and dimensions shown and to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, molding, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts and other features required in work. Use selected materials to obtain required finishes. Solidly but joints and provide back-up at joints to prevent leakage of cement paste.
- D. Form Ties - Factory-fabricated, adjustable-length, removable or snapoff metal form ties, designed to prevent form deflection and to prevent spalling concrete surfaces upon removal.
 - 1. Unless otherwise indicated, provide ties so portion remaining within concrete after removal is at least 2" inside concrete.
 - 2. Unless otherwise shown, provide form ties which will not leave holes larger than 1" in diameter in concrete surface.
- E. Provisions for Other Trades - Provide openings in concrete formwork to accommodate work of other trades. Determine size and locations of openings, recesses and chases from trades providing such items. Accurately place and securely support items built into forms.
- F. Cleaning and Tightening - Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt or other debris just before concrete is placed. Re-tighten forms and bracing after concrete placement is required to eliminate mortar leaks and maintain proper alignment.

3.2 Placing Reinforcement

- A. Comply with Concrete Reinforcing Steel Institute's recommended practice for "Placing Reinforcing Bars". for details and methods of reinforcement placement and supports, and as herein specified.
- B.

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- B. Clean reinforcement of loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.
- C. Accurately position, support and secure reinforcement against displacement by formwork, construction or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers as required.
- D. Place reinforcement to obtain at least minimum coverage for concrete protection. Arrange, space and securely tie bars and bar supports to hold reinforcement in position during concrete placement operations. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces.
- E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset end laps in adjacent widths to prevent continuous laps in either direction.

3.3 Joints

- A. Locate and install construction joints, which are not shown on drawings, so as not to impair strength and appearance of the structure, as acceptable to Engineer/Architect.
- B. Place construction joints perpendicular to the main reinforcement. Continue reinforcement across construction joints, except for slabs on grade.
- C. Construct isolation joints in slabs-on-ground at points of contact between slabs-on-ground and vertical surfaces, such as column pedestals, foundation walls, grade beams and elsewhere as indicated.
- D. Construct contraction joints (control joints) in slabs-on-ground to form panels of patterns as shown. Control joints shall be sawn to a depth of 1/4 of the thickness of the slab, but not less than 1ö deep.

3.4 Installation of Embedded Items

- A. Set and build into anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of items to be attached thereto.
- B. Cover pipes and/or conduits, within 12” of finished surface of concrete, with wire mesh reinforcement and extend at least 1” on each side of them. Minimum cover shall be 1” (Section 6.3, ACI 318 shall be followed).

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- C. Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in finished slab surface. Provide and secure units sufficiently strong to support types of screed strips by use of strike-off templates or accepted compacting type screeds.

3.5 Preparation of Form Surfaces

- A. Coat contact surfaces of forms with a form-coating compound before reinforcement is placed.
- B. Thin form-coating compounds only with thinning agent of type and in amount and under conditions of form coating compound manufacturer's directions. Do not allow excess form-coating materials to accumulate in forms or to come into contact with concrete surfaces against which fresh concrete will be placed manufacturer's instructions.

3.6 Cold Weather Placing

- A. When air temperature has fallen to or is expected to fall below 40 degrees F provide adequate means to maintain temperature in area where concrete is being placed at 70 degrees F for three (3) days or 50 degrees F for seven (7) days after placing. Avoid sudden thermal shock due to rapid heating or cooling. Avoid rapid dryout due to overheating.
- B. Protect concrete work from physical damage or reduced strength which could be caused by frost, freezing actions, or low temperatures, in compliance with ACI 306 and as herein specified.
- C. When air temperature has fallen to or is expected to fall below 40 degrees F (4 degrees C), uniformly heat water and aggregates before mixing to obtain a concrete mixture temperature of not less than 50 degrees F (10 degrees C) and not more than 80 degrees F (27 degrees C) at point of placement.
- D. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
- E. Do not use calcium chloride, salt and other materials containing antifreeze agents or chemical accelerators, unless otherwise accepted in mix designs.

3.7 Hot Weather Placing

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- A. When hot weather conditions exist that would seriously impair quality and strength of concrete, place concrete in compliance with ACI 305 and as herein specified.
- B. Cool ingredients before mixing to maintain correct temperature at time of placement below 90 degrees F (32 degrees C). Mixing water may be chilled or chopped ice may be used to control temperature provided water equivalent of ice is calculated to total amount of mixing.
- C. Cover reinforcing steel with water-soaked burlap if it becomes too hot, so that steel temperature will not exceed the ambient air temperature immediately before embedment in concrete.
- D. Wet forms thoroughly before placing concrete.
- E. Use water-reducing retarding admixtures (Type D) when required by high temperatures, low humidity, or other adverse placing conditions.

3.8 Concrete Placement

- A. Before placing concrete, inspect and complete formwork installation, reinforcing steel and items to be embedded or cast - in. Notify other crafts to permit installation of their work; coordinate with other trades in setting such work. Moisten wood forms immediately before placing concrete where form coatings are not used.
- B. Coordinate the installation of joint material and moisture barriers with placement of forms and reinforcing steel.
- C. Comply with ACI 304 and as herein specified.
- D. Deposit concrete continuously or in layers of such thickness that no concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as herein specified. Deposit concrete as nearly as practicable to its final location to avoid segregation.
- E. Deposit concrete in forms in horizontal layers not deeper than 24" and in a manner to avoid inclined construction joints. Where placement consists of several layers, place each layer while preceding layer is still plastic to avoid cold joints.

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- F. Consolidate placed concrete by mechanical vibrating equipment supplemented by hand-spacing, rodding or tamping; use equipment and procedures for consolidation of concrete in accordance with ACI recommended practices.
- G. Do not use vibrators to transport concrete inside forms. Insert and withdraw vibrators vertically at uniformly spaced locations no farther than visible effectiveness of machine. Place vibrators to rapidly penetrate placed layer and at least six inches (6") into preceding layer. Do not insert vibrators into lower layers of concrete that have begun to set. At each insertion limit duration of vibration to time necessary to consolidate concrete and complete embedment of reinforcement and other embedded items without causing segregation of mix.
- H. Deposit and consolidate slabs in a continuous operation, within limits of construction joint, until the placing of a panel or section is completed.
- I. Consolidate concrete during placing operations so that concrete is thoroughly worked around reinforcement and other embedded items and into corners.
- J. Bring slab surfaces to correct level with straightedge and strikeoff. Use bull floats or darbies to smooth surface, free of humps or hollows. Do not disturb slab surfaces prior to beginning finishing operations.

3.9 Floor Finish Tolerances

- A. ACI Committee 117 recommends the use of the finish tolerances contained in "Standard Tolerances for Concrete Construction and Materials (ACI 117-81), taking into consideration the intended use of the floor and construction materials used. Committee 117, working in conjunction with Committees 301, 302, and 318 hopes to provide a better defined finish tolerance and measuring techniques in the near future.

3.10 Finish of Formed Surfaces

- A. Rough Form Finish: For formed concrete surfaces not exposed-to-view in the finish work or concealed by other construction, unless otherwise indicated. This is the concrete surface having texture imparted by form facing material used, with tie holes and defective area repaired and patched and fins and other projections exceeding one quarter inch (3") in height rubbed down or chipped off.
- B. Related Unformed Surfaces: At top of walls, horizontal offset surfaces occurring adjacent to formed surfaces, strikeoff smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment

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of formed surfaces uniformly across adjacent unformed surfaces, unless otherwise indicated.

3.11 Monolithic Slab Finishes

- A. Apply float finish to monolithic slab surfaces to receive trowel finish and other finishes as hereinafter specified and slab surfaces which are to be covered with membrane or elastic waterproofing, membrane or elastic roofing or sandbed terrazzo and as otherwise indicated.
- B. After screeding, consolidating and leveling concrete slabs, do not work surface until ready for floating. Begin floating when surface water has disappeared or when concrete has stiffened sufficiently to permit operation of power-driven floats, or both. Consolidate surface with power-driven floats or by hand-floating if area is small or inaccessible to power units. Check and level surface plane to a tolerance not exceeding one-half inch (2") in ten feet (10') when tested with a ten foot (10') straightedge. Variances are not additive. Cut down high spots and fill low spots. Uniformly slope surfaces to drains. Immediately after leveling, refloat surfaces to a uniform, smooth, granular texture.
- C. Apply trowel finish to monolithic slab surfaces to be exposed-to-view and slab surfaces to be covered with resilient flooring, paint or other thinfilm finish coating system.
- D. Finish all slabs, interior and exterior, to a tolerance as stated below. Differences in evaluation, between two points, shall not exceed 0.16" in 12", 0.38" in 5' and 2" in 10'. All floor surfaces shall be within +/- .03" of finished floor elevations designated on plans. If variations greater than this exist, the Engineer/Architect may direct the Contractor to grind the surfaces to bring them within the requirements. Patching of low spots shall not be permitted. Grinding shall be done as soon as possible, preferably within three (3) days, but not until the concrete is sufficiently strong to prevent dislodging coarse aggregate particles.
- E. After floating, begin first trowel finish operation using a power-driven trowel. Begin final troweling when surface produces a ringing sound as trowel is moved over surface. Consolidate concrete surface by final hand-troweling operation, free of trowel marks, uniform in texture and appearance, and with a surface plane tolerance not exceeding one-quarter inch (3") or one-half inch (2") in ten feet (10') when tested with a ten foot (10') straightedge. Grind smooth surface defects that would telegraph through applied floor covering system.

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- F. Apply non-slip broom finish to exterior concrete platforms, steps and ramps and elsewhere as indicated.
- G. Immediately after trowel finishing, slightly roughen concrete surface by brooming with fiber bristle broom perpendicular to main traffic route. Coordinate required final finish with Engineer/Architect before application.
- H. Sealer Dustproofer Finish: Apply a second coat of the specified clear, styrene acrylate type curing and sealing compound to all new interior floor slabs which are scheduled to be left exposed. The compound shall be applied just prior to completion of project.

3.12 Concrete Curing and Protection

- A. Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Curing and Protection: surfaces not in contact with forms - Curing shall be by application of the specified curing and sealing compound, the specified dissipating resin-type compound or by application of waterproof sheet materials conforming to ASTM C 171-80. Liquid membrane-forming curing and sealing compounds shall be applied in accordance with the manufacturer's recommendations. Interior slabs with resilient tile, carpet or left exposed and all exterior slabs, sidewalks, curbs, etc. shall be cured with the specified clear curing and sealing compound. Any membrane curing compound used in floor slabs receiving applied finish flooring shall be guaranteed by the manufacturer, in writing, not to impair bonding of adhesive. For slabs which are to receive terrazzo, bonded cementitious materials, epoxy or urethane coatings, liquid floor hardener, waterproofing, use a curing treatment of moisture-retaining covers or the specified dissipating resin-type curing compound. The curing compounds must be applied immediately after final finishing. For curing by the waterproof sheet material, the concrete must be continually moist-cured for a minimum of 7 days. The curing process must begin immediately after final finishing.

For concrete to be cured by waterproof sheet materials conforming to ASTM C-171, place the sheets in the widest practicable width with sides and ends lapped at least three inches (3") and sealed by waterproof tape or adhesive. Immediately repair any holes or tears during curing period using cover material and waterproof tape.

3.13 Miscellaneous Concrete Items

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- A. Fill in holes and openings left in concrete structures for passage of work by other trades, unless otherwise shown or directed, after work of other trades is in place. Mix, place and cure concrete as herein specified, to blend with in-place construction. Provide other miscellaneous concrete filling shown or required to complete work.
- B. Provide concrete grout for reinforced masonry lintels and bond beams where indicated on drawings and as scheduled. Maintain accurate location of reinforcing steel during concrete placement.
- C. Epoxy Joint Filler: All interior joints in areas receiving a mineral aggregate hardener and as otherwise noted on the drawings shall be filled with the specified epoxy joint filler. The joint filler shall be mixed and installed in strict accordance with the directions of the manufacturer. The joints shall not be filled sooner than 90 days after the slab placed.

END OF SECTION

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GROUT
03600-1

PART I - GENERAL

1.1 GROUT

Use for sloping channels, patching and where indicated by the Engineer. Mix proportions by volume, one part Portland Cement and three parts sand.

1.2 NON-SHRINK GROUT:

Grout for equipment base plates, anchor bolts, under base fittings and where indicated shall be Embeco #153 by Master Builders or Axpandcrete by Anti-Hydro Waterproofing Company. These are pre-mixed grouts that need rigid bolted confinement. If rigid bolted confinement is not practical, use Embeco #636 or equal.

Grout for openings around pipes shall be Embeco #167 or equal. This pre-mixed product does not need confinement. "Supor-Rok" exterior anchoring cement may also be used and shall be mixed with water to a plastic consistency in the proportions indicated by the manufacturer--Hallemeit, Lehn & Fink Division of Sterling Drug, Inc.

The manufacturer of the grout shall make available, at no additional cost, and upon 72 hours notice, the services of a fully qualified field representative to meet with the Contractor and discuss the use of the grout under prevailing job conditions.

END OF SECTION

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UNIT MASONRY

04270-1

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following
 - 1. Unit masonry for exterior application; unit masonry supplied by owner for installation by G1.
- B. Single-Source Responsibility for Block: Obtain each type and pattern of block from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.
- C. Single-Source Responsibility for Accessory Materials: Obtain mortar ingredients of a uniform quality from one manufacturer for each cementitious, admixture, and accessory component, and from one source or producer for each aggregate.

1.2 DELIVERY, STORAGE, AND HANDLING

- A. Protect glass block during storage and construction from damage, soiling, and moisture.
 - 1. Protect aggregate during storage and construction from wetting by rain, snow, and ground water, and from intermixture with earth or other materials.
- B. Protect cementitious materials and metal accessories from deterioration and corrosion by moisture and other causes.

1.3 PROJECT CONDITIONS

- A. Weather Conditions: Proceed with installation of glass unit masonry only when ambient and material temperatures are 40 deg F (4 deg C) and rising.

PART 2 – PRODUCTS (BLOCK TO BE SUPPLIED BY OWNER)

2.1 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150, Type I or Type II, color as follows:
 - 1. Cement Color: White.
- B. Aggregate for Mortar: ASTM C 144 and as follows:
 - 1. For joints ¼” (6 mm) or less in thickness, provide aggregate graded for thin joints.
- C. Water: Clean and potable.

2.4 UNIT MASONRY ACCESSORIES

- A. Backer rod and sealant are specified in Division 7 Section “Joint Sealers.”
- B. Anchor Bolts: Headed steel bolts complying with ASTM A 307, Grade A (ASTM F 568, Property Class 4.6) and, where indicated, flat washers; hot-dip galvanized to comply with ASTM A 153, Class C; of diameter and length indicated.

2.5 MORTAR MIXES

- A. Mortar for Glass Unit Masonry: Comply with ASTM C 270, proportion specification for Type S portland cement-lime mortar. Do not use masonry cement.

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UNIT MASONRY

04270-2

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Examine sills, jambs, and heads surrounding glass unit masonry panels to verify that they are complete and of correct size and in correct location to receive unit masonry.
- B. Do not proceed with installation of unit masonry until conditions are satisfactory.

3.2 INSTALLATION, GENERAL

- A. Construction Tolerances: Set unit masonry to comply with the following tolerances:
 - 1. Variation from Level: For grades indicated for bed joints, and other conspicuous lines, do not exceed plus or minus $\frac{1}{4}$ " in 10' (6 mm in 3 m) or plus or minus $\frac{1}{2}$ " (13 mm) maximum.
 - 2. Variation of Linear Building Line: For positions shown in plan and related portions of walls and partitions, do not exceed plus or minus $\frac{1}{4}$ " in 10' (6 mm in 3 m), plus or minus d " in 20' (9 mm in 6 m), or plus or minus $\frac{1}{2}$ " (13 mm) maximum.
 - 3. Variation in Alignment: For alignment between tops of walls and partitions and the bottom of walls and partitions, do not exceed plus or minus $\frac{1}{2}$ " (13 mm).
 - 4. Variation in Mortar Joint Thickness: For bed joints do not exceed plus or minus c " (3 mm), and for head joints do not exceed minus $\frac{1}{4}$ " (6 mm) or plus d " (9 mm).
- B. Sill, Head, and Jamb Preparation: Apply a heavy coat of asphalt emulsion to sill; allow time to dry before placing mortar. Place expansion strips at jambs and heads taking care to extend them to sill. Trim 4" (100 mm) wide expansion strips to produce width required to fit thickness of glass block and construction indicated.

3.3 SETTING UNIT MASONRY

- A. General: Set first and succeeding courses of glass unit masonry with completely filled bed and head mortar joints, with no furrowing.
- B. Install glass unit masonry to comply with dimensional tolerances specified with courses accurately spaced and coordinated with other construction; maintain the following joint widths:
 - 1. Joint Widths: $\frac{1}{4}$ " (6 mm) unless otherwise indicated.
 - 2. Joint Widths: d " (9 mm) unless otherwise indicated.
- C. Use rubber mallet to tap units into position. Do not use steel tools, and do not allow units to come into contact with metal accessories and frames.
- D. Tool exposed joints slightly concave using a jointer larger than joint width; perform tooling while mortar is still plastic and before it takes final set.
- E. Remove wedges, if used, and fill voids with mortar.

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UNIT MASONRY

04270-3

- F. Remove surplus mortars from face of glass block at time joints are tooled. Remove mortar while it is still plastic using a clean wet sponge or an ordinary household scrub brush with stiff bristles. Do not use harsh cleaners, acids, abrasives, steel wool, or wire brushes when removing mortar or cleaning glass unit masonry.

3.4 CLEANING

- A. Perform final mortar removal by cleaning completed glass unit masonry surfaces with clean wet sponge or cloth. Rinse sponge or cloth frequently in clean water to remove abrasive particles. Allow any remaining film on block to dry to a powder.
- B. Remove excess sealants with commercial solvents of type recommended by sealant manufacturer. Exercise care not to damage sealant in joints.
- C. Perform final cleaning of glass unit masonry when surface is not exposed to direct sunlight. Start at top of panel using generous amounts of clean water. Remove water with clean, dry, soft cloths; change cloths frequently to eliminate dried mortar particles and aggregate.

END OF SECTION

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METAL FASTENING
05050-1

PART I - GENERAL

This section is intended to cover the methods to fasten metal together, such as welding and bolting.

1.1 REFERENCES

Specifications and Standards of the American Welding Society. Specifications of the American Institute of Steel Construction.

1.2 QUALITY ASSURANCE

Welding in shop and field shall be done by operators who have been previously qualified by tests as prescribed in the American Welding Society - Standard Qualifications Procedure, to perform the type of work required.

1.3 SUBMITTALS

Shop drawings of shop and field connections shall be provided.

PART II - PRODUCTS

2.1 WELDING ELECTRODES

All arc-welding electrodes shall conform to the requirements of the American Welding Society - Specifications for Iron and Steel Arc-Welding Electrodes.

2.2 BOLTS

- A) Stainless steel bolts and nuts, ASTM F-593 and F-594.
- B) Steel washers, ASTM F-436.
- C) Standard steel bolts and nuts, ASTM A-307.
- D) High-strength structural bolts, ASTM A-325 or A-490
- E) Steel bolts, nuts and washers shall be galvanized in accordance with ASTM A-153.

PART III - EXECUTION

3.1 CONNECTIONS

All connections, shop or field, shall be welded or bolted.

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METAL FASTENING
05050-2

3.2 FABRICATION

All abutting surfaces shall be closely fitted.

3.3 WELDING

Field welding shall be done by direct current.

Surfaces to be welded shall be free from loose scale, rust, grease, paint and other foreign materials except that mill scale which withstands vigorous wire brushing may remain. Joint surfaces shall be free from fins and tears.

No welding shall be done when the temperature of the base metal is below 0 degrees F. At temperatures between 32 degrees F and 0 degrees F the surfaces of all areas within 3 inches of a point where a weld is started shall be heated until they are too hot to touch before welding is started.

Finished members shall be true to line and free from twists, bends and open joints.

3.4 BOLTING

Unfinished bolt holes shall be drilled or punched to accurate location 1/16 inch larger than the bolt size.

All bolts for use with aluminum shapes shall only be stainless steel.

END OF SECTION 05050

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MISCELLANEOUS METALS
05121-1

PART I - GENERAL

1.1 SCOPE

Work under this section includes, but is not limited to, furnishing all labor, materials and performance of all operations in connection with fabrication and installation of Miscellaneous Metals.

1.2 QUALITY ASSURANCES

Unless otherwise noted on the Contract Drawings or in the Specifications, all work shall comply with the following codes, standards and specifications:

- A. AISC "Specifications for the Design, Fabrication and Erection of Structural Steel for Buildings" including "Commentary of the AISC Specifications."
- B. AISI "Specifications for the Design of Cold-Formed Steel Structural Members."
- C. AWS "Code for Welding in Building Construction."

1.3 SUBMITTALS

Submit copies of manufacturer's specifications, load tables, dimension diagrams, anchor details and installation of miscellaneous metal work including paint products. Where applicable, indicate by transmittal that copy of instruction has been distributed to the installer.

Submit for review shop drawings for all work under this section. Do not proceed with the fabrication or installation until the shop drawings have been reviewed and returned. Provide information on size and location of sleeve and anchors for review.

1.4 DELIVERY, STORAGE AND HANDLING

Deliver, store and handle all materials in such a manner as to prevent deterioration and/or damage. Any material which has been damaged in any way shall not be used in the work.

1.5 FIELD MEASUREMENTS

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MISCELLANEOUS METALS
05121-2

Verify at the sit conditions affecting work of this section, and obtain accurate dimensions covering all parts thereof for incorporation in shop drawings submitted for approval before fabrication of the work.

Verify dimensions shown on the contract drawings and/or shop drawings as may be necessary before fabricating materials to insure proper coordination and fit.

PART II - PRODUCTS

2.1 MATERIALS

A. For the fabrication of miscellaneous metal work which will be exposed to the view use only materials which are smooth and free of surface blemishes including pitting, seam marks, roller marks, rolled trade names and roughness. Remove such blemishes by grinding or by welding and grinding prior to cleaning, treating and application of surface finishes including zinc coatings.

1. Steel Plates, Shapes and Bars - ASTM A-36
2. Steel Plates to be Bent or Cold-Formed - ASTM A-283, Grade C
3. Steel Tubing (Hot-Formed, Welded or Seamless) - ASTM A-501
4. Hot-Rolled Carbon Steel Bars - ASTM A-575, Grade as selected by fabricator
5. Cold-Finished Steel Bars - ASTM A-108, Grade as selection by fabricator
6. Hot-Rolled Carbon Steel Sheets and Strips - ASTM A-568
7. Cold-Rolled Carbon Steel Sheets - ASTM A-366
8. Galvanized Carbon Steel Sheets - ASTM A-526 with ASTM A-515, G90 zinc coating
9. Cold-Drawn Steel Tubing - ASTM A-512, sunk-drawn, butt welded, cold-finished and stress-relieved
10. Gray Iron Castings - ASTM A-48, Class 30
11. Malleable Iron Castings - 0 ASTM A-47, grade as selected

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MISCELLANEOUS METALS

05121-3

12. Steel Pipe - ASTM A-53, type as selected; Grade A; black finish unless galvanizing is required; standard weight (Schedule 40) unless otherwise shown or specified.
13. Aluminum Sheet - ASTM B-209, Alloy 6061-T4, unless shown or specified
14. Aluminum Castings - ASTM B-26 or B-108, Alloy 204, unless otherwise shown or specified

B. ANCHORS

1. Threaded-type Concrete Inserts - Galvanized ferrous castings, internally threaded to receive $\frac{3}{4}$ " diameter machine bolts; either malleable iron complying with ASTM A-47 or cast steel complying with ASTM A-27; hot-dip galvanized in compliance with ASTM A-153.
2. Wedge-type Concrete Inserts - Galvanized box-type ferrous castings, designed to accept $\frac{3}{4}$ " diameter bolts having special wedge-shaped heads; either malleable iron complying with ASTM A-47 or cast steel complying with ASTM A-27; hot-dip galvanized in compliance with ASTM A-153.
3. Slotted-type Concrete Inserts (SCI) - Galvanized $\frac{1}{2}$ " thick pressed steel plate complying with ASTM A-283, box-type welded construction with slot designed to receive $\frac{3}{4}$ " diameter square head bolts and with knockout cover, hot-dip galvanized in compliance with ASTM A-386.
4. Masonry Anchorage Devices - Expansion shields, FS FF-S-325
5. Toggle Bolts - Tumble-wing type - FS FF-B-588, type, class and style as required

C. FASTENERS

1. Provide zinc-coated fasteners with galvanizing complying with ASTM A-153. Select fasteners for the type, grade and class required for the installation of miscellaneous metal, cable, and water piping items.
2. Standard Bolts and Nuts - ASTM A-307, Grade A, regular hexagon head
3. Lay Bolts - FS FF-B-561, square head type
4. Machine Screws - FS FF-S-02, cadmium plated steel

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MISCELLANEOUS METALS

05121-4

5. Wood Screws - FS FF-W-92, round, general assembly grade carbon steel
6. Lock Washers - FS FF-W-84, helical spring type carbon steel

D. PAINTING

1. Metal Primer Paint - Primer paint selected must be compatible with the required finish coats of paint. Coordinate selection of metal primer with finish paint requirements specified in these Specifications, Section 09900.
2. Galvanizing Repair Paint - High zinc dust content paint for re-galvanizing welds in galvanized steel complying with Military Specifications MIL-P021035 (ships).
3. Remove scale, rust and other deleterious materials before the shop coat of paint is applied. Clean off heavy rust and loose mill scale in accordance with these Specifications, Section 09900.
4. Apply one shop coat of metal primer paint to fabricated metal items; apply two coats of paint to surfaces which are inaccessible after assembly or erection. Change color of second coat to distinguish it from the first.
5. Immediately after surface preparation, brush or spray on metal primer paint, applied in accordance with the manufacturer's instructions. Use painting methods which will result in full coverage of joints, corners, edges and all exposed surfaces.

PART III - EXECUTION

3.01 FABRICATION

Use materials of the size and thicknesses shown or if not shown, of the required size and thickness to produce adequate strength and durability in the finished products for the intended use. Work to the dimension shown or accepted on shop drawings using proven details of fabrication and support. Use the type of materials shown or specified for the various components of work.

For exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32" unless otherwise show. Form bent metal corners to the smallest radius possible without causing grain separation or otherwise impairing the work.

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MISCELLANEOUS METALS

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Weld corners and seams continuously and in accordance with the recommendations of AWS. Grind exposed welds smooth and flush to match and blend with adjoining surfaces. Discoloration of finished surfaces of materials not to be painted will not be acceptable.

Form exposed connections with hairline joints, which are flush and smooth, using concealed fasteners wherever possible. Use exposed fasteners of the type shown or if not shown, use Phillips flathead (countersunk) screws or bolts.

END OF SECTION

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MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

ROUGH CARPENTRY

06100-1

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber
 - 2. Framing with engineered wood products
 - 3. Wood furring, grounds, nailers, and blocking
 - 4. Sheathing (including polystyrene sheathing and air infiltration barrier)
 - 5. Subflooring
 - 6. Underlayment

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Wood-Preservative-Treated Materials:
 - 1. Baxter: J. H. Baxter Co.
 - 2. Chemical Specialties, Inc
 - 3. Continental Wood Preservers, Inc
 - 4. Hickson Corp
 - 5. Hoover Treated Wood Products, Inc
 - 6. Osmose Wood Preserving, Inc
- B. Air-Infiltration Barriers:
 - 1. Amoco Foam Products Co
 - 2. Anthony Industries, Inc.; Simplex Products Division
 - 3. Celotex Corporation (The); Building Products Division
 - 4. DuPont Company; Fibers Department
 - 5. Parsec, Inc
 - 6. Raven Industries, Inc
 - 7. Reemay, Inc
 - 8. Sto-Cote Products, Inc
- C. Metal Framing Anchors:
 - 1. Cleveland Steel Specialty Co
 - 2. Harlen Metal Products, Inc
 - 3. Silver Metal Products, Inc
 - 4. Simpson Strong-Tie Company, Inc
 - 5. Southeastern Metals Manufacturing Co., Inc

2.2 LUMBER, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard, "and with applicable grading rules of inspection agencies certified by ALSC's Board of Review.

2.3 DIMENSION LUMBER

- A. Species: Hem-fir; WCLIB or WWPA. Provide framing of the following grade:
 - 1. Grade: No. 2

2.4 ENGINEERED WOOD PRODUCTS

- A. Laminated-Veneer Lumber: (Micro-lams):

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ROUGH CARPENTRY

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1. Extreme Fiber Stress in Bending: 2500 psi (17 MPa) for 12-inch nominal- (286mm actual-) depth members
2. Modulus of Elasticity: 2,000,000 psi (13 800 MPa)
3. Tension Parallel to Grain: 1850 psi (13 MPa)
4. Compression Parallel to Grain: 2800 psi (19 MPa)
5. Compression Perpendicular to Grain: 400 psi (3 MPa) perpendicular to and 500 psi (3.5 MPa) and parallel to glue line
6. Horizontal Shear: 285 psi (2 MPa) perpendicular to and 190 psi (1.3 MPa) parallel to glue line

2.5 WOOD-BASED STRUCTURAL-USE PANELS, GENERAL

- A. Structural-Use Panel Standard: Provide plywood panels complying with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood."

2.6 STRUCTURAL-USE PANELS FOR UNDERLAYMENT

- A. General: Provide underlayment not less than ¼" (6.4 mm) thick plywood at all floors as required to provide a smooth finish floor.

2.7 FOAM-PLASTIC SHEATHING

- A. Extruded Cellular Polystyrene Sheathing: ASTM C 578, Type IV, 1" (25 mm) thick.
- B. Manufacturers: Amoco Foam Products Co., Diversi Foam Product, Dow Chemical Co, or Owens-Corning Co.

2.8 AIR-INFILTRATION BARRIER

- A. Asphalt-saturated organic felt complying with ASTM D 226, Type I (No. 15 asphalt felt), non-perforated.
- B. Air infiltration barrier complying with ASTM E 1677:
 1. Minimum Thickness: 3 mils (0.08 mm)

2.9 FASTENERS

- A. General: Provide fasteners of size and type as required.

2.10 METAL FRAMING ANCHORS

- A. Provide galvanized steel wood connectors, 18 ga min. as required, by "Simpson Strong Tie" or equal.

2.11 MISCELLANEOUS MATERIALS

- A. Sill-Sealer Gaskets
- B. Adhesives for Field Gluing Panels to Framing

PART 3 – EXECUTION

3.1 INSTALLATION, GENERAL

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ROUGH CARPENTRY

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- A. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction, including new sill plates, blocking, etc. as required for installation of gypsum wallboard.
- B. Securely attach rough carpentry work to substrate by anchoring and fastening as required, complying with the following:
 - 1. CABO NER-272 for power-driven staples, P-nails, and allied fasteners
 - 2. Published requirements of metal framing anchor manufacturer

3.2 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with AFPA's "Manual for Wood Frame Construction," unless otherwise indicated.
- B. Do not splice structural members between supports
- C. Firestop concealed spaces of all existing and new construction wood-framed walls and partitions at each floor level, at ceiling line of top story, and per code. Where firestopping is not inherent in framing system used, provide closely fitted wood blocks of 2-inch nominal- (38-mm actual-) thickness lumber of same width as framing members.

3.3 STAIR FRAMING

- A. Stringer Size: 2-by-12-inch nominal- (38-by-286-mm actual-) size minimum
- B. Notch stringers to receive treads, risers, and supports

3.4 INSTALLATION OF STRUCTURAL-USE PANELS

- A. General: Comply with applicable recommendations contained in APA Form No. E30, "APA Design/Construction Guide: Residential & Commercial, " for types of structural use panels and applications indicated. Patch and repair existing sheathing and subfloors to remain as required. Provide tight butt joint between new and existing construction. Cut back existing areas as required for patching and replacing.

3.5 FOAM-PLASTIC SHEATHING

- A. Provide polystyrene sheathing at all exterior walls to receive new siding. Comply with manufacturer's instructions.

3.6 AIR-INFILTRATION BARRIER

- A. Cover all sheathing with air-infiltration barrier as follows; install in compliance with manufacturers instructions.
 - 1. At roof sheathing: 15 lb. Asphalt-saturated organic felt
 - 2. At all other exterior sheathing: asphalt - saturated organic felt as indicated above or 3 mil (min) air-infiltration barrier

END OF SECTION

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MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

FINISH CARPENTRY

06200-1

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Exterior standing and running trims
 - 2. Interior standing and running trims for metal doors
 - 3. Stairs and railings
 - 4. Closet shelving and rods

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Lumber Standards: Comply with DOC PS 20, "American Softwood Lumber Standard, for lumber and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee Board of Review.
- B. Grade Stamps: Provide lumber with each piece factory marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
- C. Softwood Plywood: Comply with DOC PS 1, "U.S. Product Standard for Construction and Industrial Plywood."
- D. Hardwood Plywood: Comply with HPVA HP-1, "Interim Voluntary Standard for Hardwood and Decorative Plywood.
- E. Hardboard: ANSI/AHA A135.4
- F. Particleboard: ANSI A208. 1, Grade M-2 made with phenol-formaldehyde resins

2.2 WOOD-PRESERVATIVE-TREATED MATERIALS

- A. For all exterior items comply with AWPA C2 (lumber) and AWPA C9 (plywood). Mark each treated item with the Quality Mark Requirements of an inspection agency approved by American Lumber Standards Committee Board of Review.

2.3 EXTERIOR STANDING AND RUNNING TRIM

- A. Species: Southern yellow pine; SPIB.
 - 1. Grade: C & Btr.
- B. Texture: Surfaced (smooth)
- C. Lumber for Painted Finish: Glued-up lumber or solid lumber stock

2.4 INTERIOR STANDING AND RUNNING TRIM

- A. Softwood Trim:
 - 1. Species: Eastern white pine; NELMA or Idaho white, lodgepole, ponderosa, or sugar pine; WWP
 - a. Grade: C and better. Finish: C Select or Choice
 - 2. Texture: Surfaced (smooth)
 - 3. Lumber for Painted Finish: Glued-up lumber or solid lumber stock

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FINISH CARPENTRY

06200-2

- B. Hardwood Trim:
 - 1. Species: Clear, kiln-dried white hardwoods
 - 2. Texture: Surfaced (smooth)
 - 3. Lumber for Transparent Finish (Stained or Clear): Solid lumber stock
 - 4. Lumber for Painted Finish: Glued-up lumber or solid lumber stock
- C. Shelving and Clothes Rods: Provide the following at each closet for full width of closet:
 - 1. Shelving: 12" A/B fir plywood shelf with 1x2 edge banding, painted
 - 2. Shelf Cleats: $\frac{3}{4}$ " by 3 $\frac{1}{2}$ " (19-by-89-mm) boards of same species and grade indicated above for interior softwood trim at both ends and continuous at shelf supports:
 - a. Stanley #7046 support/hangers @ 3'-0" o.c. and each side wall
 - 3. Clothes Rods: 1 $\frac{1}{2}$ " (38-mm-) diameter clear, kiln-dried hardwood rods.

2.5 STAIRS AND RAILINGS

- A. Interior Stairs:
 - 1. Treads: 1 $\frac{1}{16}$ " (27-mm), clear, kiln-dried, edge-glued stepping with halfround nosing.
 - a. Species: as specified above for interior softwood trim.
 - 2. Risers: $\frac{3}{4}$ " (19-mm) 5-ply A/C plywood.
 - 3. Finished Stringers: $\frac{3}{4}$ " (19-mm) finish boards as specified above for interior softwood trim.
- B. Exterior Stairs:
 - 1. Treads: 1 $\frac{1}{4}$ " (32-mm), kiln-dried, pressure-preservative-treated stepping with half-round nosing.
 - a. Species and Grade: Southern yellow pine, B & B stepping; SPIB.
 - 2. Risers: $\frac{3}{4}$ " (19-mm) kiln-dried, pressure-preservative-treated finish boards.
 - a. Species and Grade: Southern yellow pine, B & B; SPIB.
- C. Interior Railings: Clear, kiln-dried railing stock of pattern indicated, either solid or laminated.
 - 1. Species: Hard maple or poplar.
- D. Exterior Railings: Clear, kiln-dried, pressure-preservative-treated, solid railing stock of pattern indicated.
 - 1. Species: Southern yellow pine.
- E. Balusters: Clear, kiln-dried, turned balusters of pattern and size indicated.
 - 1. Species: Hard maple or poplar.
- F. Newel Posts: Clear, kiln-dried, turned newel posts of pattern and size indicated
 - 1. Species: Hard maple or poplar

2.6 MISCELLANEOUS MATERIALS

- A. Fasteners for Exterior Finish Carpentry: Noncorroding aluminum nails
- B. Fasteners for Interior Finish Carpentry: Nails, screws, and other anchoring devices as required, concealed where possible
- C. Glue: General carpentry use wood glue

PART 3 - EXECUTION

3.1 PREPARATION

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FINISH CARPENTRY

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- A. Condition finish carpentry to average prevailing humidity conditions in installation areas before installation, for a minimum of 24 hours unless longer conditioning is recommended by manufacturer.
- B. Prime and backprime lumber for painted finish exposed on the exterior. Comply with requirements for surface preparation and application in Division 9 Section "Painting."

3.2 INSTALLATION, GENERAL

- A. Install finish carpentry plumb, level, true, and aligned with adjacent materials, shims as required.
 - 1. Scribe and cut finish carpentry to fit adjoining work. Refinish and seal cuts.
 - 2. Countersink nails, fill surface flush, and sand where face nailing is unavoidable.
 - 3. Coordinate finish carpentry with materials and systems in or adjacent to standing and running trim and rails, provide cutouts as required.

3.3 STANDING AND RUNNING TRIM INSTALLATION

- A. Install with minimum number of joints practical, min. piece length: 24 inches (610 mm) except where necessary. Stagger joints, cope returns, miter corners, and produce tightfitting joints. Use scarf joints for end-to-end joints. Provide uniform thickness across joints.
 - 1. Drill pilot holes in hardwood before fastening to prevent splitting. Fasten to prevent movement or warping.
 - 2. Fit exterior joints to exclude water. Apply flat grain lumber with bark side exposed to weather.

3.4 STAIR AND RAILING INSTALLATION

- A. Treads and Risers: Glue and nail to rough carriages. House into wall stringers, glue, and wedge into place.
- B. Balusters: Dovetail or mortise into treads, glue, and nail in place. Let into railings and glue in place.
- C. Newel Posts: Secure to stringers, rough carriages, and risers with countersunk-head wood screws and glue.
- D. Railings: Secure wall rails with metal brackets. Fasten freestanding railings to newel posts and to trim at walls with countersunk-head wood screws and glue. Assemble at goosenecks, easements, and splices with rail bolts and glue.

END OF SECTION

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BUILDING INSULATION

07210-1

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Concealed building insulation
 - 2. Vapor Retarders

PART 2 – PRODUCTS

2.1 INSULATING MATERIALS

- A. Glass-Fiber Insulation manufactured by:
 - 1. CertainTeed Corporation
 - 2. Knauf Fiber Glass GmbH
 - 3. Owens-Corning Fiberglas Corporation
 - 4. Schuller International, Inc
- B. Unfaced Mineral-Fiber Blanket Insulation: Thermal insulation combining mineral fibers of type described below with thermosetting resins to comply with ASTM C 665, Type I (blankets without membrane facing).
 - 1. Mineral-Fiber Type: Fibers manufactured from glass
 - 2. Surface-Burning Characteristics: Maximum flame-spread and smoke-developed indices of 25 and 50, respectively.

2.2 VAPOR RETARDERS

- A. Polyethylene Vapor Retarder: ASTM D 4397, 6 mils (0. 15 mm) thick, with maximum permeance rating of 0. 13 perm (7.5 ng/Pa x s x sq. m).
- B. Available Products:
 - 1. Reinforced-Polyethylene Vapor Retarders:
 - a. DURA-SKRIM 6WB; Raven Industries, Inc
 - b. Griffolyn T-65; Reef Industries, Inc., Griffolyn Div

PART 3 – EXECUTION

3.1 EXAMINATION

- A. Do not proceed with installation until conditions affecting performance of insulation are satisfactory.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulations or vapor retarders, including removing projections capable of puncturing vapor retarders or that interfere with insulation attachment.

3.3 INSTALLATION, GENERAL

- A. Install in compliance with insulation and vapor barrier manufacturers written instructions applicable to products and application indicated.
- B. Apply single layer of insulation to produce thickness indicated.

3.4 INSTALLATION OF VAPOR RETARDERS

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BUILDING INSULATION

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- A. General: Install vapor retarder according to manufacturer's instructions on room side, extending to extremities of areas to be protected from vapor transmission. Secure in place and seal overlapping joints according to manufacturer's instructions.

END OF SECTION

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MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

JOINT REPAIR AND SEALANT
07900-1

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Work in this section shall be performed in accordance with the requirements of the Contract Documents, including but not limited to Division 1 General Requirements.
- B. Provide all labor, materials, and equipment required to furnish and install the work described in this section.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Concrete Repair - Section 03700
- B. Concrete Cleaning - Section 03710

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.
- B. Comply with all applicable local, state and federal requirements regarding materials, methods of work, and disposal of excess and waste materials.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Eucolastic I is a one part urethane sealant manufactured by the Euclid Chemical Company.
- B. Closed cell backer rod
- C. Solvents, cleaning agents, or primers shall be as recommended by the specific products manufacturer.
- D. Materials shall be delivered to the job site in their original unopened containers, each bearing the product name.

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JOINT REPAIR AND SEALANT

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- E. Materials shall be stored in waterproof enclosures or dry sheds. Do not permit material to freeze or be stacked in such a way as to cause damage to the containers.

PART 3 - EXECUTION

3.1 INSTALLATION OF JOINT

- A. Where required provide a new joint seal consisting of Eucolastic I with a closed cell backer rod
- B. Remove deteriorated concrete around joints in accordance with Section 03700 - Concrete Repair and Section 03310 - Concrete Cleaning.
- C. Install closed cell backer rod at the proper depth to create a proper width to depth ratio for the sealant.
- D. Install the sealant to the proper depth as required to create a flexible waterproof joint.

3.2 CLEAN-UP

- A. Clean tools and equipment with manufacturer's recommended solvent.
- B. Properly dispose of all waste and excess material in a safe and lawful manner.

END OF SECTION

TOWN OF DELHI, NEW YORK
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STEEL DOORS AND FRAMES

08110-1

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes pre-hung steel doors

1.2 SUBMITTALS

- A. Shop drawings showing fabrication and installation of doors and frames

PART 2 – PRODUCTS

2.1 Steel Doors and Frames:

- A. Blount
- B. EverStrait
- C. Peachtree
- D. Pease
- E. Pioneer Industries

2.2 DOORS

- A. Steel Doors: Provide 1 ¾" (44-mm-) /2" thick x 3'0 x 7'0 unless noted doors of materials and ANSI/SDI 100 grade specified below: Grade 11, heavy-duty, full flush design, minimum 0.0516-inch (1.3-mm-) thick galvanized steel sheet faces.

2.3 FABRICATION

- A. Internal Construction: Manufacturer's standard core materials according to SDI standards; rigid polyurethane conforming to ASTM C 591.
- B. Fabricate doors, panels, and frames from galvanized steel sheet according to SDI 112.
 - 1. Thermal-Rated (Insulating) Assemblies: Provide doors fabricated as thermalinsulating door and frame assemblies and tested according to ASTM C 236 or ASTM C 976 on fully operable door assemblies.
 - a. Provide thermal-rated assemblies with U-value rating of 0.41 Btu/sq. ft. x h x deg F (2.33 W/sq. m x K) or better.
- C. Hardware Preparation: Prepare doors and frames to receive mortised and concealed hardware according to final door hardware schedule and templates provided by hardware supplier. Comply with applicable requirements of SDI 107 and ANSI A1 15 Series specifications for door and frame preparation for hardware.
- D. Reinforce doors and frames to receive surface-applied hardware. Drilling and tapping for surface-applied hardware may be done at Project site.
- E. Locate hardware as indicated on Shop Drawings or, if not indicated, according to the Door and Hardware Institute's (DHI) "Recommended Locations for Architectural

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STEEL DOORS AND FRAMES

08110-2

Hardware for Standard Steel Doors and Frames."

2.4 FINISHES, GENERAL

- A. Comply with NAAMM's "Metal Finishes Manual" for recommendations relative to applying and designating finishes.
- B. Apply primers and organic finishes to doors and frames after fabrication

2.5 GALVANIZED STEEL SHEET FINISHES

- A. Surface Preparation: Clean surfaces with non-petroleum solvent so that surfaces are free of oil or other contaminants. After cleaning, apply a conversion coating of the type suited to the organic coating applied over it. Clean welds, mechanical connections, and abraded areas, and apply galvanizing repair paint specified below to comply with ASTM A 780.
 - 1. Galvanizing Repair Paint: High-zinc-dust-content paint for regalvanizing welds in galvanized steel, with dry film containing not less than 94 percent zinc dust by weight, and complying with DOD-P-21035 or SSPC-Paint 20.
- B. Factory Priming for Field-Painted Finish: apply air-dried primer specified below immediately after cleaning and pretreatment.
 - 1. Shop Primer: Zinc-dust, zinc-oxide primer paint complying with performance requirements of FS TT-P-641, Type II.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. General: Install steel doors, frames, and accessories according to Shop Drawings, manufacturer's data, and as specified.
- B. Door Installation: Fit hollow-metal doors accurately in frames, within clearances specified in ANSI/SDI 100.

3.2 ADJUSTING AND CLEANING, HARDWARE

- A. Prime Coat Touchup: Immediately after erection, sand smooth any rusted or damaged areas of prime coat and apply touchup of compatible air-drying primer.
- B. Each door shall have lockable handset, closer, weatherstripping, door sweep, four (4) heavy duty hinges and ADA threshold. See Section 8710 for more requirements.

END OF SECTION

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SECTION 08300 - 1 STEEL OVERHEAD DOORS

PART 1 GENERAL

1.1 REQUIREMENTS

- A. Sectional steel overhead doors shall be furnished and installed as shown on the Plans. The doors shall be furnished complete with track, hardware, weather-stripping, locks, and electric operators.

PART 2 PRODUCTS

2.1 SECTIONAL STEEL OVERHEAD DOORS

- A. Sections shall be constructed of 16 gauge rolled formed galvanized steel flush exterior panels and of 26 gauge galvanized steel back panels. The doors shall have a nominal thickness of 2" with insulation having a R-Value in excess of 11.0. Doors will have rabbeted meeting rails to form weather tight joints and provide full width interlocking structural rigidity. Center and end stiles will be 16 gauge steel, formed and fastened as integral structures with the rolled sections. End stiles will be channel-shaped to 2" deep. Deflection of the door in the horizontal position will not exceed 1/120 of the door width. Reinforcing struts shall be provided on sections of wide doors where required for structural integrity.
- B. Door sections shall be provided with thermal glazing to provide visitor identification.
- C. Door track shall be 3" and angle mounted.
- D. The door hardware hinges and fixtures shall be galvanized steel. Rollers shall be full-floating ball bearing with hardened steel races. An interior mounted side lock shall be furnished with each door unit.
- E. Jamb seals shall be silicon rubber bulb seals to help prevent air infiltration and leakage. Bottom weather stripping shall be flexible PVC to help keep out wind and rain.
- F. Each door unit shall be furnished with an electric operator with a push button station that provides OPEN – CLOSE- STOP. The operator shall be sized according to door weight. The operator shall be equipped with entrapment protection that will stop or reverse a closing door if the path is blocked by an object.

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SECTION 08300 - 2 STEEL OVERHEAD DOORS

- G. The door finish shall be a beaked in polyester coating of a color selected by the owner.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install Sectional Steel Overhead Doors in accordance with the manufacturer's instructions and standards.

END OF SECTION

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DOOR HARDWARE

08710-1

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Hinges
 - 2. Key control system (Not Applicable)
 - 3. Lock cylinders and keys
 - 4. Lock and latch sets
 - 5. Bolts
 - 6. Push/pull units
 - 7. Closers
 - 8. Thresholds

1.2 SUBMITTALS

- A. Product data for each item of door hardware
- B. Final hardware schedule

1.3 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain each type of hardware from a single manufacturer.
- B. Supplier Qualifications: A recognized architectural door hardware supplier, with warehousing facilities in the Project's vicinity, that has a record of successful in-service performance for supplying door hardware similar in quantity, type, and quality to that indicated for this Project and that employs an experienced architectural hardware consultant (AHC) who is available to Owner, Architect, and Contractor, at reasonable times during the course of the Work, for consultation

1.4 PRODUCT DELIVERY

- A. Include instructions, installation templates, screws, keys and all other items necessary for complete installation and proper operation.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers:
 - 1. Butts and Hinges:
 - a. Bommer Industries, Inc
 - b. Cal-Royal Products, Inc
 - c. Hager Hinge Co
 - d. Lawrence Brothers, Inc
 - e. McKinney Products Co
 - f. H. Soss & Company
 - g. Stanley Hardware, Div Stanley Works
 - 2. Cylinders and Locks:
 - a. Arrow Lock Manufacturing Co
 - b. Best Lock Corp

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DOOR HARDWARE

08710-2

- c. Corbin & Russwin Architectural Hardware, Div Black & Decker Corp
- d. Falcon Lock Co
- e. Sargent Manufacturing Company
- f. Schlage Lock, Div Ingersoll-Rand Door Hardware Group
- g. Yale Security Inc
- 3. Bolts:
 - a. Builders Brass Works Corp
 - b. Glynn-Johnson Corp
 - c. Hager Hinge Co
 - d. H. B. Ives, A Harrow Company
 - e. Lori
 - f. Quality Hardware Mfg Co Inc; Div Newman Tonks, Inc
 - g. Stanley Hardware, Div Stanley Works
- 4. Door Control Devices:
 - a. Baldwin Hardware Corp
 - b. Brookline Industries, Div Yale Security Inc
 - c. Builders Brass Works Corp
 - d. Corbin & Russwin Architectural Hardware, Div Black & Decker Corp
 - e. Glynn-Johnson Corp
 - f. Hager Hinge Co
 - g. H. B. Ives, A Harrow Company
 - h. Quality Hardware Mfg Co Inc Div Newman Tonks, Inc
 - i. Triangle Brass Manufacturing Company (Trimco)
- 5. Sliding Door Hardware Sets:
 - a. Grant Hardware Co
 - b. P.C. Henderson Inc
 - c. L.E. Johnson Products, Inc
 - d. Stanley Hardware, Div Stanley Works
- 6. Door Stripping and Seals:
 - a. Hager Hinge Co
 - b. National Guard Products, Inc
 - c. Pemko Manufacturing Co, Inc
 - d. Reese Enterprises, Inc
 - e. Sealeze Corp
 - f. Ultra Industries
 - g. Zero International, Inc
- 7. Thresholds:
 - a. Hager Hinge Co
 - b. National Guard Products, Inc
 - c. Pemko Manufacturing Co., Inc
 - d. Reese Enterprises, Inc
 - e. Sealeze Corp
 - f. Zero International, Inc

2.2 SCHEDULED HARDWARE

- A. The "Hardware Schedule" at the end of this Section identifies a manufacturer's product designation and name of one manufacturer for each hardware type required, to establish minimum requirements. Provide either the product designated or the comparable product of one of the other manufacturers that complies with requirements, as listed under the Article "Manufacturers'.

2.3 LOCK CYLINDERS AND KEYING

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DOOR HARDWARE

08710-3

- A. Review the keying system with the Owner and provide the type required
- B. Key Material: Provide keys of nickel silver only
 - 1. Deliver keys to Owner

2.4 HARDWARE FINISHES

- A. Match items to the manufacturer's standard color and texture finish for the latch and lock sets.
- B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards.
- C. The designations used in schedules and elsewhere to indicate hardware finishes are the industry-recognized standard commercial finishes, except as otherwise noted.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install each hardware item in compliance with the manufacturer's instructions and recommendations. Where cutting and fitting is required to install hardware, coordinate removal, storage, and reinstallation with related trades. Do not install surface-mounted items until finishes have been completed on the substrates involved.
- B. Set thresholds for exterior doors in full bed of butyl-rubber or polyisobutylene mastic sealant.

3.2 ADJUSTING, CLEANING, AND DEMONSTRATING

- A. Adjust and check each operating item of hardware for each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate freely and smoothly or as intended for the application made.
- B. Clean adjacent surfaces soiled by hardware installation.

3.3 HARDWARE SCHEDULE

- A. General: Provide hardware for each door to comply with requirements of hardware set numbers indicated in door schedule, and in the following schedule of hardware sets.
- B. Hardware Set No. [#I]: (For each exterior door).
 - 1. [1] Hinges- 4 per door: Continuous, Manufacturer: Kawneer or equal standard/bronze finish
 - 2. Handset/Lockset: Yale Security Inc., Sargent Manufacturing Company, ADA lever type
 - 3. Deadlock: N/A
 - 4. [1] Sweepstrip: Manufacturer: Standard
 - 5. [1] set Weatherstripping (continuous all around door): Manufacturer: Standard
 - 6. [1] Threshold: National Guard #424E or equal, ADA approved
 - 7. [1] Closer: Norton Bronze Flush Mount, Heavy Duty #1605

END OF SECTION

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GYPSUM DRYWALL

09250-1

PART 1 – GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Gypsum Drywall Systems: interior walls, partitions, and ceilings for tape and joint compound finish.
 - 2. Gypsum Drywall Attachment: gypsum board screw-attached to wood framing and furring.

PART 2 - PRODUCTS

2.1 TAPERED EDGE GYPSUM BOARD

- A. Gypsum wallboard: ASTM C 36, regular type, ½” typical thickness.
- B. Water resistant gypsum wallboard: ASTM C 630, regular type, ½” typical thickness. Provide at all bathrooms and in laboratory.
- C. Joint treatment: ASTM C 475 and ASTM C 840, 3-coat system.
- D. Installation Standard: ASTM C 840.

2.2 TRIM ACCESSORIES

- A. Material: Metal trim
- B. Types: Cornerbead, and edge trim.

2.3 AUXILIARY MATERIALS

- A. Gypsum board screws, ASTM C 1002
- B. Polystyrene aggregated finish for ceilings, medium textured.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install and finish gypsum drywall to comply with ASTM C 840, GA-216, and manufacturer's instructions. Visible joints or screw marks, or installation not plumb and true will not be accepted.

END OF SECTION

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PAINTING
09900-1

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation and field painting of the following:
 - 1. Exposed exterior items and surfaces
 - 2. Exposed interior items and surfaces
 - 3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.
- B. Paint exposed surfaces, except where the paint schedules indicate that a surface or material is not to be painted or is to remain natural. If the paint schedules do not specifically mention an item or a surface, paint the item or surface, the same as similar adjacent materials or surfaces whether or not schedules indicate colors. If the schedules do not indicate color or finish, the Owner will select from standard colors and finishes available.
- C. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels.

1.2 SUBMITTALS

- A. Product Data: For each paint system specified.
- B. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors available.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Store materials in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F (7 deg C).

1.4 PROJECT CONDITIONS

- A. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 and 90 deg F (10 and 32 deg C).
- B. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 and 95 deg F (7.2 and 35 deg C).

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PAINING

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- C. Do not apply paint in snow, rain, fog, or mist; or when the relative humidity exceeds 85 percent; or at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.
 - 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by manufacturer during application and drying periods.

PART 2 – PRODUCTS

2.1 MANUFACTURERS

- A. Available Products:
 - 1. Coronado, Sherwin Williams or PPG Paint Co

2.2 PAINT MATERIALS, GENERAL

- A. Colors: Provide color selections made by the Owner

PART 3 – EXECUTION

3.1 PREPARATION

- A. General: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted.
 - 1. After completing painting operations in each space or area, reinstall items removed using workers skilled in the trades involved.
- B. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
- C. Materials Preparation: Mix and prepare paint materials according to manufacturer's written instructions.

3.2 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.

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- B. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- C. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide the total dry film thickness of the entire system as recommended by the manufacturer.
- D. Prime Coats: Before applying finish coats, apply a prime coat of material, as recommended by the manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn through or other defects due to insufficient sealing.
- E. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- F. Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.
 - 1. Provide satin finish for final coats.
- G. Stipple Enamel Finish At all Ceilings: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling, such as laps, irregularity in texture, skid marks, or other surface imperfections.

3.3 CLEANING

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - 1. After completing painting, clean glass and paint-spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.

3.4 PROTECTION

- A. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Owner.

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PAINING

09900-4

- B. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.5 EXTERIOR PAINT SCHEDULE

- A. Provide the following finish systems over interior wood trim and gypsum wall board:
 - 1. Color to be selected, Full-Gloss, Alkyd-Enamel Finish: 2 finish coats over a primer.
 - a. Primer: PPG all purpose interior primer applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 1.5 mils (0.038 mm).
 - b. First and Second Coats: Medium-shade, full-gloss, ready-mixed, alkyd/oil enamel applied at spreading rate recommended by the manufacturer to achieve a total dry film thickness of not less than 3.0 mils (0.076 mm).
- B. Exterior split face masonry block shall be sealed with two (2) coats clear block sealer recommended by the block manufacturer.
- C. Pool plaster see Section 09901

END OF SECTION

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

SECTION 09901 SWIMMING POOL PLASTER

PART 1 - GENERAL

1.01 WORK INCLUDED

A. All preparation of swimming pool structures and labor and materials required to provide swimming pool plaster as indicated on the Drawings and herein specified.

1.02 QUALITY ASSURANCE

A. All Work of this Section shall be performed or supervised by the Swimming Pool "Contractor."

B. Qualifications of Workers:

1. The contractor / subcontractor for this portion of the Work shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of this work, and shall demonstrate to the approval of the Owner's Representative that his record of workmanship is satisfactory.

2. For actual construction operations, use only thoroughly trained and experienced workers completely familiar with the materials and methods specified. 3. Provide at least one person who shall, be present at all times during execution of this portion of the Work and who shall be thoroughly familiar with the type of materials being installed, the referenced standards, and the requirements of this Work, and who shall direct all Work performed under this Section.

C. Standards: Swimming pool plaster shall be designed to comply with the published standards of the State and Local Health Department as they apply to the material and services furnished herein. In addition, meet requirements of applicable portions of most current edition of the "Technical Manual," National Plasterers Council, Mission Viejo, California.

D. Start-up:

1. Retain a qualified pool chemistry consultant (AFO/CPO), familiar with operation and maintenance of aquatic facilities, to supervise and properly balance swimming pool chemistry.

2. Demonstrate to the Owner's Representative and appropriate officials (including State of New York) that all systems are fully operational and that calcium hardness; total alkalinity, chlorine residual and pH levels are within specified limits.

3. Standards: Contractor shall furnish labor and chemicals as required to condition the water properly to the following specifications: a. Calcium Hardness: 150 to 300 ppm b. Total Alkalinity: 100 ppm c. Chlorine Residual: 1.00-1.50 ppm d. pH Factor: 7.2 to 7.4

1.03 SUBMITTALS AND SUBSTITUTIONS

Provide submittals in accordance with the requirements of Section 03300

1.04 PRODUCT HANDLING

A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.

B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.

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SECTION 09901 SWIMMING POOL PLASTER

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C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed Work and materials of all other trades.

D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

1.05 ENVIRONMENTAL CONDITIONS

A. No plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when prevailing temperature is 40 degrees Fahrenheit or less.

B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain by all means necessary until the plaster has set.

C. Do not install plaster during wind greater than 10 mph and, if wind commences after plastering has begun, immediately protect the plaster from wind by all means necessary until the plaster has set.

PART 2 – PRODUCTS

2.01 CEMENT Swimming pool plaster cement shall be white Portland cement conforming to ASTM C- 150 as manufactured by Riverside Cement, Lehigh Cement, or approved equal.

2.02 AGGREGATE Swimming pool aggregate shall be Georgia Marble Pool Aggregate, Riverside Premium Pool Aggregate, or approved equal. Mix per manufacturer's recommendations for specific application.

2.03 COLOR Swimming pool plaster shall be white in color.

2.04 WATER Water for swimming pool plaster shall be clean and free from injurious amounts of acid, alkali, and organics.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.

2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.

2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.

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SECTION 09901 SWIMMING POOL PLASTER

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3.02 INSTALLATION OF POOL PLASTER

A. Outdoor pools:

1. Completion of other work: DO NOT commence plastering of swimming pool until the following conditions have been met: a. The Health Department and/or other governing agencies have approved the pool for plaster. b. All concrete pool deck construction is complete and the pool decks have been thoroughly cleaned. c. The backwash sewer connection is complete. d. All trash and debris have been removed from areas adjacent to the pool, particularly those areas that are normally upwind from the pool. e. All dust raising construction and/or activities in areas adjacent to the pool are complete or mitigated. f. The circulation pump is operational. g. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system. h. All necessary chemicals (Chlorine, pH adjuster, Sodium Bicarbonate and Calcium Chloride or any other required chemicals are on site and ready for use. i. Obtain written approval from the Owner.

B. Contractor accepts all liability from damage done to the pool plaster if the pool is plastered before the completion of the above listed items or without the written approval of the Owner

C. Preparation:

1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing or cleaning of cast-in-place concrete or shotcrete surfaces prior to application of plaster.
3. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable covering or masking.
4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.

D. Application:

1. Into the parging coat of the concrete surfaces; trowel a finish coat of the specified marble plaster to a thickness between 1/4" and 3/8" maximum. If leveling coat is required, use a brown coat application of one part -cement to three parts clean, washed sand.
2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be certain to completely enclose pool fittings with plaster to insure a leak-proof seal around pipes, fittings, lights, anchors, etc.
4. Accurately interface with the finish planes of items installed by other trades.

3.03 CURING

A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool plastering.

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B. Pool Filling:

1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster surfaces.
2. Flow the water continuously until the pool is filled.
3. When the weather is hot and/or water pressure is low, keep the pool walls damp while the pool is filling.
4. Coordinate with Contractor to ensure that the pool is continuously monitored while filling to prevent overflow.

3.04 EQUIPMENT ACTIVATION

A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor shall be in supply at start-up.

B. For the first fourteen (14) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with Contractor to ensure that the plaster is carefully maintained after the initial fourteen day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial fourteen day period.

C. Start-up and provide qualified personnel to operate pool equipment for a period not less than fourteen (14) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than fourteen (14) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy.

3.05 CLEAN-UP

A. Upon completion of swimming pool plaster, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Owner's Representative.

END OF SECTION

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Section 13002 - Lochinvar® Copper-Fin²® Commercial Heater for Pool Applications

The **HEATER** shall be a **LOCHINVAR COPPER-FIN²** Commercial Model **CP(N,L)** having an input rating of 0.9 MBtu/hr and an output of 0.8 MBtu/hr. The **HEATER** shall be orificed for operation on L.P. Gas.

The water containing section shall be of a "Fin Tube" design, with straight copper tubes (CP 991-1441) or straight cupro nickel tubes (CP 1801-2071) having extruded integral fins spaced seven (7) fins per inch. The tubes shall terminate into a one piece, lined, cast iron header. There shall be no bolts, gaskets or "O" rings in the head configuration. There shall be access to the front header of the heat exchanger for the purposes of inspection, cleaning or repair. 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 **HEATER** shall bear the ASME "HLW" stamp for 160 psi working pressure and shall be National Board listed. The complete heat exchanger assembly shall carry a five (5) year warranty.

The combustion chamber shall be sealed and completely enclosed with Loch-Heat™ ceramic fiberboard insulation. A burner/flame observation port shall be provided on each end of the unit. The burners shall be constructed of a high temperature stainless steel and fire on a horizontal plane. The **HEATER** shall have multiple combustion air blowers to precisely control the fuel/air mixture for maximum efficiency.

The **HEATER** shall be constructed with a heavy gauge galvanized steel jacket assembly, primed and pre-painted on both sides with a minimum dry film thickness of 0.70 mils. The jacket design shall allow single unit venting connection without the use of external draft hood devices.

The **HEATER** shall be certified and listed by CSA International under the latest edition of the appropriate ANSI test standard. The **HEATER** shall comply with the energy efficiency requirements of the latest edition of the ASHRAE 90.1 Standard. The **HEATER** shall operate at a thermal efficiency of up to 89%.

The **HEATER** shall be furnished with a factory supplied pumped by-pass assembly to ensure proper operation without condensation. The by-pass assembly shall include a sealed all bronze pump suitable for outdoor installation. The by-pass assembly shall be constructed of schedule 80 CPVC piping with brass inserts and an automatic three-way valve. Instructions for proper setup and operation of the by-pass will be supplied with the **HEATER**.

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Section 13002 - Lochinvar® Copper-Fin²® Commercial Heater Page 2

Standard operating controls shall include a digital temperature controller with an LCD display to control pool water temperatures, a pool safety high limit, manual reset high limit control and auxiliary heater high limit control. The temperature controls shall be factory installed within the weather proof enclosure. The digital temperature control shall display pool water temperature and heater inlet temperature as well as set point and differential. The digital controller shall have a +/- 1° F accuracy. The control panel shall have a master switch with an indicating light and sequential and diagnostic indicator lights.

The standard operating control system shall include redundant proven pilot Hot Surface Ignition systems with full flame monitoring capability. Each Ignition system shall be able to function independently in the event of a failure in one system. Multiple main gas valves with redundant valve seats and built in low gas pressure regulators shall be supplied as standard. Additional standard controls shall include a water pressure switch, blocked flue pressure switch, low air pressure switch for each fan, low voltage transformer for the control circuit, 7 amp circuit breaker for 24 VAC control circuit, ASME temperature and pressure relief valve and flow switch. The manufacturer shall verify proper operation of the burners, all controls and the heat exchanger by connection to water and venting for a factory fire test prior to shipping. A quality test report shall be shipped with each unit.

A 24 VAC control circuit and components shall be used. All components shall be easily accessed and serviceable. All components shall have multi-pin plug in type connectors to ease service, troubleshooting and lower removal and replacement cost.

The units control panel shall contain the controllers LCD display and Diagnostic Information Center containing 6 individual indicators of current unit status.

The **HEATER** shall be approved for indoor or outdoor installation. The **HEATER** shall be approved for Power Sidewall, DirectAire® Vertical, DirectAire Vertical w/ Sidewall Inlet, Power DirectAire Horizontal, Aire-Lock™ Direct Vent, outdoor and conventional venting (See mechanical detail). Venting shall be classified Category I, negative draft, non-condensing, to use type "B" double wall venting materials. Direct Vent installations (Category IV) require the use of AL29-4C vent materials.

The **HEATER** shall have an independent laboratory rating for Oxides of Nitrogen (NO_x) of less than 30 ppm corrected to 3% O₂.

Prefix "M" denotes staged Module Firing.
END OF SECTION

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PIPE AND PIPE FITTINGS

15060-1

PART 1 - GENERAL

This Section is intended to include pipe and pipe fittings for interior building piping and internal unit piping systems.

1.1 WORK INCLUDED

Plant process, water and drain piping systems.

1.2 RELATED WORK

A. Interunit piping - See Division 2.

1.3 QUALITY ASSURANCE

Work shall conform to all applicable sections of the American National Standard Plumbing Code ANSI A40.8.

Contractor shall install all piping as per manufacturer recommendations. Contractor shall maintain manufacturer installation procedures on file for all piping materials. Contractor shall also require services of manufacturer field representative for proper installation procedures training.

1.4 SUBMITTALS

The construction drawings indicate the general arrangement of piping systems. Details of proposed departures necessitated by field conditions or other causes shall be submitted to the Engineer for review. Cutting or weakening of structures to facilitate piping will not be permitted.

1.5 PIPE SCHEDULE

Except as otherwise shown or specified, interior piping shall be as follows:

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PIPE AND PIPE FITTINGS

15060-2

Line	Materials	Lining	Connection
Air Line	Galvanized Steel		Threaded
Pool Drains and recirculation lines Where Shown	PVC schedule 40 or 80 where indicated		Solvent Welded
Water Line less than 4"	Copper, HDPE DR11 where allowed		Flared, heat welded resp.
Interior Drain, Underground Drain where shown	PVC, Schedule 40 (where allowed) or XHCISP fully coated		Solvent Welded Gasketed push on, resp.
Water Line 4" and Greater above ground	Ductile Iron	Cement	Flanged or UniFlange
Plant Drain or Other Line 4" or Greater	Ductile Iron	Bituminous	Mechanical Joint Anchor Rod and/or Thrust Block Pressure Piping
Gas Line	Black Steel interior, HDPE DR11 underground		Threaded, heat welded resp.

PART II - PRODUCTS

All materials shall conform to the following requirements:

2.1 DUCTILE IRON PIPE AND FITTINGS

Ductile Iron Pressure Pipe - ANSI, A21.51 Bituminous lining and exterior coating, Class 52.

Flanged joint, Class 125 for interior use unless otherwise noted.

Flanges shall be drilled in accordance with ANSI, B16.1.

Gaskets shall be full face type of asbestos composition.

Bolts shall be standard machine bolt or bolt steel, as needed.

Cast Iron or Ductile Iron Fittings - ANSI, A21.10.

Flanged joint as indicated above.

2.2 COPPER TUBE AND FITTINGS

Type L, hard drawn copper for interior use.

ASTM, B-88

Solder fittings - ANSI, B 16.18 or B 16.22

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PIPE AND PIPE FITTINGS

15060-3

2.3 STEEL PIPE AND FITTINGS

Black and galvanized steel pipe - ASTM A-53 or A-120, Type S, Grade B.
Galvanizing according to ASTM A-153.
Schedule 40 unless otherwise indicated.
Threaded joints - ANSI, B 2.1.

Malleable iron fittings - ANSI, B16.3.
150 pound class unless otherwise indicated.

2.4 POLYVINYL CHLORIDE PIPE & FITTINGS

Schedule 80, solvent welded unless otherwise noted - ASTM D1785, material requirements per ASTM D1784.

Socket-type PVC pipe fittings, Sch. 80-ASTM D2467.

Solvent cement for PVC pipe and fittings - ASTM D2564.

PART III - EXECUTION

3.1 GENERAL REQUIREMENTS

All open ends of pipe lines shall be properly capped or plugged during installation to keep dirt and other foreign material out of the systems. Where possible inside structures, piping shall be grouped parallel to structure lines. All risers shall be plumb and true. Reducing fittings shall be used only where indicated and only for reducing pipe sizes. Only one type of pipe shall be used in any continuous line between structures.

3.2 INSTALLATION

All piping shall be installed in a manner that will insure its being permanently gastight and watertight.

Pipe shall be cut accurately to measurements established at the structure and worked into place without springing or forcing. Burrs shall be removed by reaming. Changes in direction shall be made by fittings. Flanged joints shall be faced true, fitted with gaskets and drawn up square and tight to insure full gasket contact and satisfactory seal.

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PIPE AND PIPE FITTINGS

15060-4

Copper tubing shall be cut square and burrs shall be removed and both inside of fittings and outside of tubing shall be well cleaned with steel wool before making joints. Care shall be taken to prevent annealing of fitting and tubing when making connections. Joints shall be made with a non-corrosive paste flux and solid string or wire solder composed of 40 percent tin and 60 percent lead. Cored solder will not be permitted.

Threaded joints shall be cut square and burrs shall be removed inside the joint. Threads shall be cut neatly and a pipe dope or teflon tape shall be used to insure a tight fitting joint. Pipe unions shall be provided of approved intervals, allowing ready disassembly of pipe components and/or equipment removal.

Solvent welded joints shall be made as recommended by the manufacturer and in accordance with ASTM D2855. All pipe joints must be cleaned and primed prior to solvent welding.

3.3 PIPE LINE LEAKAGE TESTING

- A. WATER AND PROCESS PIPE LINES, GAS LINES: Any pipelines which are cut into, extended or replaced shall be charged or allowed to fill, be filled or operate under normal flow or pressure conditions inasmuch as possible and be so observed by the Engineer or his designated representative for any leakage under such conditions prior to backfilling or otherwise placing into final operation. Any leaking joints shall be replaced to the satisfaction of the Engineer.
- B. AIR LINES: All airlines shall be operated under normal conditions and visually observed for leakage. All exposed joints shall be soap bubble tested for any leakage. Any leaks shall be repaired to the satisfaction of the Engineer prior to acceptance.
- C. All underground pool piping shall be specially insulated as shown on the drawings under the Piping insulation 'Adder" Bid

END OF SECTION

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PIPING SPECIALITIES

15080-1

PART 1 - GENERAL

GENERAL:

This section is intended to cover materials and installation of piping specialties as shown on the plans and as necessary to complete the piping systems.

1.1 SUBMITTALS

Submit manufacturer's data for review.

PART 2 - PRODUCTS

All piping specialties shall conform to the following requirements:

2.1 GASKETS

All face type, asbestos composition - 1/16 inch thickness.

2.2 UNIONS

A. Screwed Fittings

1. For screwed fittings, unions shall be galvanized malleable iron. Ground joint, bronze-to-iron.

2.3 FLANGED ADAPTERS

- A. The flanged adapters at locations as shown on the plans or when necessary for joining plain-end pipe to flanged valves, pumps or fittings.
- B. Flanges shall mate with standard ASA flanges.
- C. Adapter and couplings shall be by Dresser, Smith-Blair or equivalent.

2.4 WALL PIPES AND PIPE SLEEVES

- A. Wall pipes and pipe sleeves shall be cast iron with an integrally cast water stop collar for centering in the wall or slab unless otherwise indicated. Wall pipes shall be flanged, mechanical joing or plain end as indicated on the drawings.
- B. Pipes shall be sealed into pipe sleeves with rubber link-seal units as indicated.

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PIPING SPECIALITIES

15080-2

PART 3 - EXECUTION

3.1 INSTALLATION

Provide flanged connections for pumps or other equipment requiring disconnection for repair or replacement. Do not conceal unions in walls, partitions, ceilings or floors.

Install cast iron wall pipe or pipe sleeve as indicated wherever a pipe passes through a poured concrete slab or wall.

END OF SECTION

TOWN OF DELHI, NEW YORK
MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

SUPPORTS, ANCHORS AND SEALS

15090-1

SECTION 15090

PART I - GENERAL

This Section is intended to cover materials and installation of pipe support, anchors and seals as shown on the plans and as necessary to properly support and anchor each pipe to prevent damage to the system or adjacent structures.

1.1 SUBMITTALS

Submit manufacturer's data for review.

PART II - PRODUCTS

2.1 HANGERS AND SUPPORTS

Pipe hanger assemblies shall consist of beam clamps, brackets, concrete inserts or ceiling flanges, rods or bolts, and pipe rings or clamps.

Pipe support assemblies shall consist of floor plates, pipe legs, and saddles or anchor chairs.

Hangers and supports shall be as called for on the plans.

Hangers and supports shall be as manufactured by Grinnell, F & S or equivalent.

2.2 ANCHORS

Pipe anchors shall be fabricated as shown on the plans.

Anchor bolts shall be stainless steel wedge anchor as manufactured by Red Head or equivalent.

2.3 SEALS

Where hydrostatic sealing of the annular space between pipes and holes or casings is required and wall pipes are not feasible, a modular mechanical seal shall be used. The seal shall consist of interlocking rubber links to form a continuous rubber belt around the pipe. The seal shall be a "Link-Seal" unit as manufactured by Thunderline Corporation or equivalent.

PART III - EXECUTION

All piping shall be supported in a manner acceptable to the Engineer.

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SUPPORTS, ANCHORS AND SEALS

15090-2

PVC pipe and others, which are dependent upon temperature to determine support spacing, shall be supported as recommended by the manufacturer. These supports shall also consider expansion and contraction of the pipe.

For rigid pipes, horizontal runs of pipe, suspended from beams or slabs shall be supported at points not exceeding eight (8) feet on centers for pipe up to 4 inches, and not exceeding ten (10) feet on centers for pipe larger than 4 inches. Base elbows which support vertical flanged cast iron pipe discharge piping shall be supported on reinforced concrete piers as shown on the drawings. Base elbows shall be securely fastened to the concrete with approved anchor bolts and nuts. Piers shall be anchored to the floor. Both brackets and piers shall be of such proportions and contain such reinforcing steel that the base elbow will not move when subjected to the hydrostatic test pressure specified in other sections. Base elbows on horizontal flanged cast iron pipe discharge piping shall be anchored to the structural wall or other surface with approved anchor bolts and nuts. The anchorage shall prevent movement of the base elbow when subjected to hydrostatic test pressure.

Hanger rods shall be of the following minimum sizes:

Pipe Size -	1/2"-3/4"	1"-2"	2-1/2"-4"	6"-12"	14"-18"
Rod Size -	1/4"	3/8"	5/8"	3/4"	1"

Piping along walls shall be supported with welded steel brackets, U-bolts, and anchor chairs. Small diameter copper tubing shall be supported with tube clips or single hook clamps.

Support low horizontal piping with adjustable pipe saddle, riser pipe and flange.

Vertical piping shall be supported with riser clamps, welded steel brackets, U-bolts, base bends and concrete supports.

Install wall seals as directed by the manufacturer. All openings in concrete walls, for wall-seals, shall be drilled with a diamond core-drill.

END OF SECTION 15090

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SECTION 15100 GENERAL PROVISIONS - PLUMBING WORK
15100-1

- 1.01 Attention is called to the fact that specifications covering plumbing are subject also to other general requirements of this contract and all other sections of the specifications insofar as pertain and except as modified in this section. Where reference in this section or these specifications is made to 'The Contractor' it shall mean the Plumbing Contractor responsible for the Plumbing work.
- 1.02 Heating for the facility will be by means of a plug in unit heater by Owner. Ventilation will be by means of sheet metal work and ventilators supplied under the G1 contract.
- 1.03 These specifications and the accompanying plans cover complete mechanical systems specified herein. This includes all work involved in the testing, adjusting, retesting, and readjusting, as required and directed. and placing into approved satisfactory operation the complete Systems as shown on the drawings, called for in these specifications, and as required by job conditions. All labor, tools, materials, equipment and all temporary and permanent facilities essential for the proper installation or operation of the systems, even though not particularly mentioned in the specifications or indicated on the plans, but which are reasonably implied or usually provided to make the apparatus or systems complete, shall be furnished by this Contractor.
- 1.04 Layout of equipment, accessories, specialties, and piping is generally diagrammatic unless specifically dimensioned. This Contractor shall check project drawings and details for possible interference with architectural, structural and other conditions before installing his work. The right is reserved to make any reasonable change in location of the equipment, and piping shown on the drawings, prior to roughing in without involving additional expense. This Contractor shall at his own expense make such changes in his work as directed to permit the architectural design to be followed.

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SECTION 15100 GENERAL PROVISIONS-PLUMBING WORK 15100-2

- 1.05 Contractor shall start his work as soon as building construction permits and furnish and Insert all piping and other hangers, supports and sleeves, making necessary arrangements with General Construction Contractor for same. Contractor shall plan his work, purchase materials for prompt delivery and supply sufficient labor to complete the work herein described as rapidly as progress of building allows.
- 1.06 Contractor shall employ only competent men on the project. He shall have a competent foreman on the job at all times to direct and to carry out the directions of the Architect and/or Engineer and Owner. Instructions given to such foreman shall be considered given to the Contractor.
- 1.07 These specifications and accompany drawings are not to be considered separately, but are to be considered together and when so taken are intended to explain each other and to describe the work to be performed and the materials covered by the Contract. Any item shown on the drawings and not described in these specifications, or described in the specifications and not shown on the drawings, shall be as binding as though shown and described in both drawings and specifications. No changes or deviations shall be made without the written consent of the Engineer or their authorized representative. Where discrepancies exist between plans and specifications, Contractor shall not proceed without interpretations and instructions from the Engineer. This Contractor shall maintain on the site at all times a complete set of plans and specifications including addenda and change orders.
- 1.08 All measurements, distances, levels, etc. shall be verified at the building by this Contractor.
- 1.09 All sleeves and inserts shall be furnished and set in place by this Contractor ahead of construction work to eliminate the need for cutting and patching. This Contractor shall supply all necessary information for openings, etc. and furnish detailed drawings or templates if necessary. This Contractor is fully responsible for the proper locations and sizes of his openings, sleeves and inserts. If cutting and patching of new work becomes necessary, it shall be done by the P-1 Contractor or the General Contractor at the expense of this Contractor.

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SECTION 15100 GENERAL PROVISIONS - PLUMBING WORK
15100-3

- 1.10 This Contractor shall be responsible for any damage to the work Included in this contract and shall repair any damage done to his work, no matter by whom caused except loss by fire, and leave the building premises clean and in perfect order and repair at the termination of his contract.
- 1.11 Check and verify all space conditions available unit before placing final shop construction orders. Shop drawings are required and Engineer's approval. Show quantity, position, dimensions or capacity for each heating unit or appurtenance.
- 1.12 Securely fasten all units to the adjoining construction in an approved manner. Set wall hung units above the finished floor in accordance with manufacturer's shop drawings. Make certain that the tops, sides and bottoms of the faces of the units are drawn tight to the wall. Provide extra screws if required.
- 1.13 Install and test all units in strict accordance with manufacturer's requirements and these specifications.

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MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

TESTING, ADJUSTING, AND BALANCING OF SYSTEMS
15990-1

PART 1 - GENERAL

1.01 DESCRIPTION - TESTING, ADJUSTING, AND BALANCING OF SYSTEMS

A. Following items included in Work of this Section, shall consist of all labor, materials, etc., necessary to produce complete and finished installation:

1. Procedure for Adjusting and Balancing
2. Design Conditions
3. Environmental Conditions
4. Equipment for Adjusting and Balancing
5. Piping System Operation Tests
6. Air Conditioning System Tests
7. Piping System Tests
8. Air Distribution System Tests
9. Performance Tests
10. Plumbing System Tests: General
11. Plumbing Water Supply System Tests
12. Plumbing Drainage System Tests
13. Plumbing System Operating Tests
14. Gas System Piping Tests
15. Air Systems Adjusting and Balancing
16. Hydronic Systems Adjusting and Balancing
17. Flue Gas Test
18. Automatic Control System
19. System Performance Report
20. Submission of Reports

B. Following items are specified in other Sections of these Specifications:

1. Installation of Materials and Equipment.

1.02 QUALITY ASSURANCE

A. Reference Standards

1. Standards of AABC: used in adjusting and balancing.
Where products, execution are not specifically stated,
AABC Standards shall constitute minimum requirements.

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TESTING, ADJUSTING, AND BALANCING OF SYSTEMS

15990-2

B. Source Quality Control

1. Adjusting and balancing: performed by a qualified Balancing Contractor. Before starting work, submit to Engineer name of Balancing Contractor. Engineer may request list of personnel, balancing equipment, work experience. Engineer reserves right to reject proposed Balancing Contractor and ask for another submission before work is started.

1.03 SUBMITTALS - TESTING, ADJUSTING, AND BALANCING OF SYSTEMS

- A. Submit data sheet on each item of testing equipment required. List minimum of name of device, manufacturer's name, model numbers, latest date of calibration, calibration curves.
- B. Submit report form for each system. Report forms to be similar to those published by AABC. Submit type of form to Engineer for review before starting work.

C. Operating and Maintenance Data

1. At end of test period, make written report covering all tests made and results.
2. Include this report in Operation and Maintenance Manual in accordance with Section 01300.

1.04 JOB CONDITIONS

- A. Adequate precautions: taken to protect adjacent materials, equipment from damage or soiling as result of Work of this Section.

1.05 ALTERNATES

- A. Refer to Section 01300 "Alternates" for provisions affecting the Work of this Section.

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TESTING, ADJUSTING, AND BALANCING OF SYSTEMS

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PART 2 - PRODUCTS

2.01 PROCEDURE FOR ADJUSTING AND BALANCING

- A. Test mechanical systems to determine quantitative performance. Compare observed quantities with design quantities.
- B. Adjust systems to produce observed quantities that will conform to design quantities within tolerances specified.
- C. Balance flow of fluids to conform to design; lock, mark adjustments; leave systems in balance.
- D. Test, adjust, balance following:
 - 1. Air supply systems including air moving equipment, air distribution equipment.
 - 2. Air exhaust Systems including air moving equipment, air distribution equipment.
 - 3. Air return systems including air moving equipment, air distribution equipment.
 - 4. Hot water heating systems including heat generator, distribution system, pumps, terminals.
 - 5. Heat pump systems including evaporative condenser, distribution system, pumps, terminals.
- E. At no additional cost, make required changes in pulleys, belts, dampers for correct balance. Add dampers required for correct balancing, as recommended by Engineer.

2.02 DESIGN CONDITIONS

- A. Summer outside air DB 88F
- B. Summer outside air WB: 71F
- C. Winter outside air DB: SF
- D. Summer inside air DB: 78F
- E. Summer inside air WB: 6SF
- F. Winter inside air DB: 72F
- G. Winter inside air WB:

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TESTING, ADJUSTING, AND BALANCING OF SYSTEMS
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2.03 ENVIRONMENTAL CONDITIONS

- A. Heating, ventilating, air conditioning equipment:
completely installed, in continuous operation, before
testing, adjusting, balancing is performed.
- B. Testing, adjusting, balancing: performed when outside
conditions approximate indicated design conditions. Submit
time schedule of testing, adjusting, balancing for review
before proceeding.

2.04 EQUIPMENT FOR ADJUSTING AND BALANCING

A. Air Balancing Instruments:

- 1. Alnor Velometer with probes, Alnor pitot tube for
registers, grilles, diffusers.
- 2. Rotating vane anemometer, 4 in. size, Taylor Instru-
ments, or equal.
- 3. ASHRAE Standard pitot tubes, stainless steel, 1/16 in.
OD, 18 in. and 36 in. long, Dwyer Model 160, or equal
for fan systems.
- 4. Magnehelic differential air pressure gauge, with
pressure ranges: 0 to 0.5 in., 0 to 1.0 in., 0 to 5.0
in., arranged for use as portable unit with standard
pitot tube, Dwyer Series 2000, or equal.
- 5. Combination inclined-vertical portable manometer,
water pressure range: 0 to 5.0 in., Dwyer No. 400, or
equal.
- 6. Insertion thermometers, graduations: 0.5 degrees
Fahrenheit.

B. Water Balancing Instruments:

- 1. Inspector's gauge testing set.
- 2. Water differential pressure gauge, 4-1/2 in., dial, 0
to 100 psi range.

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TESTING, ADJUSTING, AND BALANCING OF SYSTEMS
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C. System Performance Measuring Instruments:

1. Insertion thermometers, graduations: 0.1 degree Fahrenheit.
2. Sling psychrometer.
3. Tachometer.
4. Clamp-on type volt-ammeter, minimum ranges: 0 to 600-volt on three (3) scales, 0 to 800 amp of five (5) scales.
5. Recorders: seven (7) day chart, portable type for temperature, humidity.
6. Portable Orsat Flue-Gas Analyzer for measuring CO₂, O₂~ CO.

D. Pressure and Temperature Test Kit:

1. Furnish to Owner upon completion of testing one (1) pressure and temperature test kit consisting of 0-100 psi, 0-230 ft. of water pressure gauge with No. 500 gauge adapter attached, 25-125 degrees Fahrenheit pocket testing thermometer, 0-220 degrees Fahrenheit pocket testing thermometer, No. 500 gauge adapter, and protective carrying case.

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TESTING, ADJUSTING, AND BALANCING OF SYSTEMS
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PART 3 - EXECUTION

3.01 PIPING SYSTEM OPERATION TESTS

- A. After satisfactory completion of piping pressure tests, before permanently connecting equipment, strainers and like, clean equipment thoroughly, blow, flush piping for sufficient length of time as directed so that interiors will be free of foreign matter.
- B. After cleaning operation, drain systems, remove, clean strainers. Fill system; see "Water Treatment" Section.
- C. Test, adjust PRV's to specified reduced pressures.
- D. Test, set safety, relief valves to specified relief pressures.
- E. Test, adjust gauges, thermometers, meters, other instruments after installation to assure accurate operation.
- F. Test, adjust alarms for satisfactory operating conditions.
- G. Bear costs of repairs, restoration of Work of Other Trades damaged by tests or cutting that had to be done in connection with tests.
- H. After Heating Work has been completed, tested, adjusted, reviewed, test systems under normal operating conditions for seven (7) eight (8) hour days or longer when so directed to demonstrate that they fulfill Requirements of Drawings, Specifications, that they operate satisfactorily.
- I. Operating tests: made during heating season of first year of operation at times when directed for proper setting, adjusting of control under peak load conditions.
- J. Furnish copies of test data, computation, results as directed.
- K. During operating tests, arrange pay for services of qualified authorized representatives of manufacturers of system equipment, controls to instruct designated operating personnel in operating, maintaining systems.

3.02 AIR CONDITIONING SYSTEM TESTS

- A. General:
 - 1. Test air conditioning work as specified herein.

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TESTING, ADJUSTING, AND BALANCING OF SYSTEMS 15990-7

2. Check and test gauges, thermometers, other instruments after their installation.

B. Operating Tests:

1. Air Conditioning Equipment. Test air conditioning equipment for one (1) eight (8) hour day or longer when so directed, under supervision of manufacturer's qualified and authorized representative, who will make necessary adjustments and instruct designated operating personnel in operation and maintenance of air conditioning equipment and controls.

3.03 PIPING SYSTEM TESTS

- A. Test piping, fittings, valves as specified herein.
- B. Provide test pump, gauges, meters, other instruments, materials, labor in connection with tests.
- C. Before testing piping systems, remove or otherwise protect from damage, control devices, air vents, other parts which are not designed to stand pressures used in testing piping.
- D. Test hydrostatically piping for services to one and one-half (1-1/2) times maximum working pressure but in no case to less than 50 psi; for at least four (4) consecutive hours during which time pressure shall remain constant without pumping. Subject welded joints to hammer test while under hydrostatic pressure.
- E. Test welded piping for leaks under 100-psi air pressure with soap suds; this test shall precede the previously specified hydrostatic test.
- F. Do not paint, cover or conceal piping including radiator and convector branches, swing joints and the like before testing and obtaining review.
- G. Test piping which will be concealed in sections as reviewed; do it in manner which will not leave any pipe or joint untested.
- H. Make other adjustments, repairs, and alterations as required to meet specified test results.
- I. Correct defects disclosed by tests or inspection; replace defective parts when directed.
- J. In replacing defective parts use only new materials; in case of pipe, replace with same length as defective piece.

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- K. Caulking of screwed joints or peening of welds will not be permitted.
- L. Repeat tests after defects have been corrected, parts replaced as directed until pronounced satisfactory.

3.04 AIR DISTRIBUTION SYSTEM TESTS

- A. Subject ventilating systems to operating tests for periods of six (6) hours minimum for each system, to demonstrate that each complies with requirements of Drawings and Specifications; that circulation is good at all points, that flow is equalized, air quantities are correct, that controls are functioning properly, equipment operates satisfactory.

3.05 PERFORMANCE TESTS

- A. Conduct such test, adjustments of equipment as specified or necessary to verify performance requirements. Submit data taken during such tests to Engineer. Pay fees involved in required testing of equipment.
- B. Give written notice in ample time to all concerned of date when tests will be conducted.
- C. Concealed, insulated, or underground work shall remain uncovered until required tests have been completed, but if construction schedule requires it, arrange for prior tests on parts of system as reviewed.
- D. As soon as conditions permit, conduct preliminary of "turn over" tests of certain equipment as directed, to ascertain compliance with specified requirements. Make needed changes, adjustments or replacements as preliminary tests may indicate, prior to acceptance test.
- E. Conduct pressure, performance, operating tests as specified for each system or equipment unit, in presence of Engineer, representative of Owner, representatives of agencies having jurisdiction.
- F. Furnish labor, material, instruments, bear other costs in connection with tests, with following exceptions: Owner will furnish electricity, fuel, water, light; installed instruments may be used for tests if calibrated, reviewed for purpose.

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- G. Obtain Certificates of Approval, acceptance, compliance with regulations of agencies having jurisdiction. Work: not deemed complete until such Certificates have been delivered to Owner. Submit receipt to Engineer.

3.06 PLUMBING SYSTEM TESTS: GENERAL

- A. Test Plumbing Work as specified herein and according to applicable code regulations; latter shall govern if they conflict with former.
- B. Provide test pump, gauges, smoke generating machine, other instruments, materials, labor.
- C. Clean piping, equipment, specialties, before testing.
- D. Do not cover or paint any part of piping nor connect fixtures, equipment, before testing and obtaining review.

3.07 PLUMBING WATER SUPPLY SYSTEM TESTS

- A. Service pipe: subjected to water test 25% above working pressure and for duration as directed by agency having jurisdiction.
- B. After completion of entire water supply system, before connecting fixtures, test at lower levels where directed to hydrostatic pressure of 125 psi. Maintain this pressure without pumping for at least one-half (1/2) hour.
- C. Conduct tests of system sections in manner so that no pipe or joint will be left untested.

3.08 PLUMBING DRAINAGE SYSTEM TESTS

- A. Building sewer: subjected to following test:
 - 1. Plug end at point of connection with yard sewer.
 - 2. Fill building sewer with water and test to at least 10 ft. head.
- B. Roughing or water test: applied to drainage system in sections, when soil, waste, vent, leader drains, stacks branches have been installed and system is complete, except for connections to fixtures, roof drains, and connection of building drain to sewer, proceed as follows:
 - 1. Close all openings except highest at roof; fill with water to point of overflow.

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2. Close all openings except highest in each section under test; fill each to point of overflow. In testing successive sections, include at least upper 10 ft. of preceding section, so that no pipe or joint in building except uppermost 10 ft. will have been subjected to less than 10 ft. head of water.
 3. Allow water to stand for at least two (2) hours before starting inspection. If leaks appear, make tight, repeat tests until all joints are tight and reviewed.
- C. Air test may be applied with authorized, at times when weather conditions make water test impracticable. Air tests: conducted as follows:
1. Close all openings except one (1) suitable for connection to testing apparatus.
 2. Connect air compressor, force air into system until uniform pressure of 10 in. mercury is indicated on mercury column gauge; maintain this pressure without introducing more air for at least fifteen (15) minutes.
- D. Final or smoke test: applied to drainage system after fixtures have been connected and system is ready for operation. Proceed as follows:
1. Fill traps with water.
 2. Introduce into system pungent, dense smoke produced by one (1) or more smoke generating machines.
 3. When smoke appears at stack openings on roof, close openings; build-up pressure to 1 in. water column; maintain for at least fifteen (15) minutes before starting inspection.

3.09 PLUMBING AND PIPING SYSTEM OPERATING TESTS

- A. After Plumbing and piping work has been completed, tested and reviewed, test pumps, heaters, other equipment under normal operating conditions for five (5) eight (8) hour days, to check their speeds, power consumption, capacities, other details as required to demonstrate that they fulfill requirements of Drawings and Specifications) and that they operate satisfactory.
- B. Where evidence of stoppage appears in piping or equipment, disconnect, clean, repair, reconnect obstructed parts; also bear costs of cutting, patching

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adjoining work necessitated by such cleaning and repairing.

3.10 GAS SYSTEM PIPING SYSTEMS

A. General:

1. Notify agencies having jurisdiction and Utility, at least two (2) days in advance of testing; perform tests in presence of their representatives; obtain approval, certificates.
2. Provide test pump, mercury gauge, other materials, labor; bear expenses in connection with tests.

B. Gas Service Main:

1. Test outside gas service main in presence of Utility's representative, under 5 psi air pressure, before coating pipe. Maintain pressure for one (1) hour without introducing more air; test with soapsuds for leaks.
2. After tests have proven service main tight, purge main as per Utility's instructions.

C. Gas Supply Piping

1. After installation of gas piping, before connecting meter or equipment, test system for gas tightness with air under pressure of 12 in. mercury. Maintain this pressure without pumping for at least one-half (1/2) hour without showing any drop in pressure. Repeat test as directed until system is proven gastight.
2. After equipment is connected and when ordered to turn on gas supply, check for leakage with meter; purge gas lines; follow instructions in Paragraphs 2.13 and 2.14 in NFPA Standard 54, in doing this.
3. After gas lines have been purged, appliances: connected, purged with gas, and pilots lighted.

3.11 AIR SYSTEMS ADJUSTING AND BALANCING

A. Preliminary:

1. Size, type, manufacturer of air terminals, tested equipment, identified, listed.
2. Manufacturer's ratings on equipment: used to make required calculations unless field tests show ratings to be impractical.

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B. Central Systems:

1. Test, adjust supply, return, relief, exhaust fans' RPM's to design requirements within limits of mechanical equipment provided.
2. Test, record motor voltage, running amps. Record motor nameplate data, starter heater ratings.
3. Make pitot tube traverse of main supply ducts, main return ducts, obtain design CFM's at fans.
4. Test, record, systems' S.P. at suction, discharge.
5. Test, adjust systems for design return air CFM.
6. Test, adjust systems for design outside air CFM.
7. Test, record entering air temperatures, DB heating, cooling.
8. Test, record
9. Test, record cooling.
10. Test, record

C. Distribution

1. Adjust zone or branch ducts to proper design CFM, supply, return.

D. Terminal Units:

1. Identify each air terminal 's location, area.
2. Test, adjust each air terminal to within 5% of design requirements.
3. Readings, tests of air terminals shall include required FPM velocity, observed velocity, required CFM, observed CFM, after adjustment.
4. Adjust air terminals to minimize drafts where design, equipment permits.
5. On air handling troffer fixtures, remove sufficient side slot closures to provide sufficient return air capacity.
entering air temperatures, WB cooling.
leaving air temperatures, DB heating,
leaving air temperatures, WB cooling.

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3.12 Systems

A. HYDRONIC SYSTEMS

Preliminary:

1. List mechanical specifications of tested equipment.
2. Open valves to full open position. Close coil bypass valves. Set mixing valves to full flow-through coils.
3. Verify rotation for each pump. Test, record pump shutoff head. Test, record pump full flow head.
4. Check expansion tanks to determine that they are not airbound or water logged, that system is full of water.
5. Check air vents at high points of water systems, determine that they are installed and operating freely.

B. Central Equipment:

1. Set condenser water, hot water pumps to proper GPM.
2. Adjust flow of water through heat pump loop.
3. Adjust flow of hot water through boilers, heat exchangers.
4. Check leaving water temperatures, return water temperatures through boilers, heat exchangers. Reset to correct design temperatures.
5. Record pump operating suction, discharge pressure, final total dynamic head.
6. Adjust flow of water through evaporative condenser.

C. Distribution:

1. Balance flow in mains and branches to each chilled water terminal, hot water terminal. Record steam pressure at each steam terminal.

D. Terminal Units:

Upon completion of flow readings, adjustments at terminals, mark settings, record following data:

- a. Inlet water temperature.
- b. Leaving water temperature.

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c. Pressure drop of coil or unit.

1. Read pressure drop through coils at set flow rate on call for full heating, full cooling.

2. Set pressure drop across bypass valve to match coil flow pressure drop.

E. Verification:

1. Record rated, actual running amperage for each pump motor.

2. Record total dynamic head for each pump.

3.13 ELECTRIC HEATING EQUIPMENT TEST

A. Test, record voltage, amperage readings at each electric heater.

3.14 FLUE GAS TEST

A. Perform, record Orsat flue-gas analysis at boiler, water heater, furnaces and other gas burning equipment. Adjust burner combustion to manufacturer 5 recommended limits.

B. Test: performed for both gas and oil firing of boiler.

3.15 AUTOMATIC CONTROL SYSTEM

A. In cooperation with control manufacturer's representative, set; adjust automatically operated devices to achieve required sequence of operation.

B. Verify controls for proper calibration, list those controls requiring adjustment by Control Contractor.

3.16 SYSTEM PERFORMANCE REPORT

A. After conclusion of balancing operation, make temporary installation of portable recorders, simultaneously record Summer or Winter temperatures and humidity at respective locations in each system and outdoors.

B. Test locations: as reviewed by Engineer.

C. Recordings: made Summer, Winter for seven (7) day periods, continuous over weekend, including at least one

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period of operation at outside conditions within 5 degrees

Fahrenheit WB temperature of maximum summer design condition, within 10 degrees Fahrenheit DB temperature of minimum winter design conditions.

2. Read pressure drop through coils at set flow rate on call for full heating, full cooling.
3. Set pressure drop across bypass valve to match coil flow pressure drop.

E. Verification:

1. Record rated, actual running amperage for each pump motor.
2. Record total dynamic head for each pump.

3.13 ELECTRIC HEATING EQUIPMENT TEST

- A. Test, record voltage, amperage readings at each electric heater.

3.14 FLUE GAS TEST

- A. Perform, record Orsat flue-gas analysis at boiler, water heater, furnaces and other gas burning equipment. Adjust burner combustion to manufacturer 5 recommended limits.
- B. Test: performed for both gas and oil firing of boiler.

3.15 AUTOMATIC CONTROL SYSTEM

- A. In cooperation with control manufacturer's representative, set; adjust automatically operated devices to achieve required sequence of operation.
- B. Verify controls for proper calibration, list those controls requiring adjustment by Control Contractor.

3.16 SYSTEM PERFORMANCE REPORT

- A. After conclusion of balancing operation, make temporary installation of portable recorders, simultaneously record temperature and humidity at each location.
- D. Test results shall include original recordings, two (2) reproductions.

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TESTING, ADJUSTING, AND BALANCING OF SYSTEMS

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3.17 SUBMISSION OF REPORTS

- A. Fill in test results on reviewed report form.
- B. Submit three (3) certified copies of required test reports to Engineer for review.
After review, include these reports in bound Maintenance Manual.

3.18 CLEAN UP

- A. Clean up, dispose of crating, packing, waste material, other debris which has accumulated as result of Work of this Section.

END OF SECTION

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VALVES, COCKS & FAUCETS

15901-1

PART 1 - GENERAL

This Section is intended to cover materials and installation of valves, and cocks as shown on the plans.

1.1 SUBMITTALS

- A. Submit complete list of valves with manufacturer's data for review.

PART 2 - PRODUCTS

All valves shall be manufacturer's standard, of the design, which the manufacturer recommends for the service intended. Each valve shall bear the maker's name or trademark or reference symbol to indicate the service conditions for which it is guaranteed. All valves for use with copper tubing shall have solder type connections.

2.1 GATE VALVES

- A. Gate Valves 2" and smaller:
1. 125 psi rated working pressure;
 2. Rising stem with inside screw;
 3. Union bonnet or bolted bonnet;
 4. Solid wedge disc;
 5. All bronze construction;
 6. Conforms to Federal Spec. WW-V-54, Type II;
 7. Malleable iron handwheel.
- B. Gate Valves 3" and larger:
1. 150 psi rated working pressure;
 2. Non-rising stem;
 3. Bolted bonnet;
 4. Double disc;
 5. Cast iron body with bronze mounting;
 6. Conforms to AWWA C-500
 7. Provide operating nut or handwheel as required.

2.2 CHECK VALVES

- A. Standard Swing Check Valve 2" and Smaller:
1. 125 psi rated working pressure;
 2. Composition disc;
 3. Screwed cap through 2" and bolted cap for 2-1/2" and 3";

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VALVES, COCKS & FAUCETS

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4. All bronze construction;
5. Straightway pattern.
-
- B. Standard Swing Check Valve 3" and Larger:
 1. 175 psi rated working pressure;
 2. Iron body - ASTM, A-126;
 3. Bronze mounted with composition disc;
 4. Bolted cap;
 5. Underwriter's Listed.
 6. Outside lever and weight on all valves carrying wastewater, unless otherwise
 7. indicated.

PART 3 - EXECUTION

- A. Valves shall be stored under cover and kept drained of water. Before installation, the stuffing boxes of the valves shall be checked, bolts tightened and the equipment lubricated. The valve shall be opened and closed and the parts checked to determine if they work properly.
-
- B. Valves should be installed in accordance with the manufacturer's written recommendations.
-
- C. Locate valves for easy access and operation. Do not locate valves with stems below horizontal.

END OF SECTION

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MUNICIPAL SWIMMING POOL AND BATH HOUSE FACILITIES

PIPING: DRINKING WATER SERVICE

15992-1

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Furnish, install and test a piping system for drinking water, 32-120F, inside service.

1.02 REFERENCES

- A. ANSI B1.20.1 Pipe Threads, General Purpose (Inch)
- B. ANSI B16.18 Cast Copper Alloy Solder Joint Pressure Fittings
- C. ANSI B16.22 Wrought Copper and Copper Alloy Solder Joint Pressure Fittings
- D. ASTM B.62 Composition Bronze or Ounce Metal C Castings
- E. ASTM B88 Seamless Copper Water Tube

PART 2 PRODUCTS AND MATERIALS

2.01 PIPE

- A. 1/2"-6" - Copper Water Tube (CWT), Type L (blue stripe) seamless annealed deoxidized cold drawn per ASTM B88, HDPE DR11 or PVC/CPVC as called out on the drawings.

2.02 FITTINGS

- A. 1/2"-4" - Water tube fitting, wrought copper, solder, preferred where available) or cast brass, wrought fittings shall conform to ANSI B16.22 and cast fittings to ANSI B16.18 and ASTM B62 or PVC Schedule 40/ CPVC Schedule 80.

2.03 UNIONS

- A. 1/2" - 4" - Wrought copper, ground joint, C to C or C to NPTE.

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PIPING: DRINKING WATER SERVICE

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2.04 GASKETS

- A. All sizes, ring, pipe flange, aramid fiber sheet no 3A, 1/16" thick. Dimensions to ANSI B16.21.

2.05 FLANGE-BOLTS & NUTS

- A. Cap screw, hex-headed, steel of SAE Grade 1 or 2, or ASTM A307. Shall conform to ANSI B18.2.1 UNC Class 2A threads. Nuts, hexagon, specs same as screws.

2.06 VALVES

Manufacturer's standard packing or seal is acceptable. Use PVC Ball valves unless noted, otherwise:

SIZE	TYPE	DESCRIPTION	MANUFACTURER
A. 1/8"-2"	Angle	Bronze, 150 lb WSP, Screwed	Jenkins 108A, Crane 17 or Milwaukee 595
B. 1/2"-4"	Gate	Bronze, 125 lb WSP, solder, RS	Crane 1334 or Jenkins 1242

2.07 HANGERS

- A. 1/2" - 2"- Adjustable swivel ring-type. Shall be Automatic Sprinkler Co. Universal "Auto Grip", Carpenter and Paterson Fig. 800, Fee & Mason Fig. 202 or equal. Plated.

- B. 2 1/2" - 4"-Adjustable clevis-type. Shall be

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Carpenter & Paterson Fig 100, Elcen Fig. 12, Fee
& Mason Fig. 239, Grinnell Fig. 260 or equal.
Plated.

PIPING: DRINKING WATER SERVICE

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2.08 RODS

- A. Full size to match hangers and may be full or partially threaded.

PART 3 - EXECUTION

3.01 PIPE ASSEMBLY

SOLDER CONTAINING MORE THAN 1/2% LEAD SHALL NOT BE
USED ON DRINKING WATER SYSTEMS

- A. 1/2" - 4" - Soldered.
- B. Over 4" - Brazed.
- C. 1/2" - 2" - Screwed. Threads to conform to American Standard for Pipe Threads, ANSI B1.20.1 Thread lubricant-Teflon tape.

3.02 BRANCHES

- A. Main 2" or less - Tee, reducing tee or tee and reducer.
- B. Main 2 1/2" and larger, branch same size or one sizeless. Butt-weld tee or reducing tee.
- C. Main 4" and larger, branch 2 or more sizes smaller. Stub-in branch

3.03 HANGERS

- A. All sizes - Service temperature 68F or less. Install outside of insulation using high-density foamed urethane saddles.
- B. Service temperature above 68F. Install on bare pipe. Wrap CWT with vinyl tape at all hangers to prevent galvanic action.

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3.04 TESTING

- A. Perform tests before joints are covered.
PIPING: DRINKING WATER SERVICE 15992-4
- B. Service Pressure Test at maximum operating pressure.

3.05 CLEANING

- A. Thoroughly flush system after testing and disinfect with chlorine following AWWA C601.
PIPING: DRINKING WATER SERVICE

3.06 IDENTIFICATION

- A. Label all pipelines as to 'drinking water service' and flow direction arrows.

3.07 INSULATION

- A. Provide minimum 1" fiberglass pipe insulation all new piping and valves, cut and fit to manufacturer's recommendations.
- B. Provide All Service Jacket on new piping insulation in accordance with manufacturer instructions, Manville, Knauf or equal.

END OF SECTION

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PIPING: DRAINAGE, SANITARY, DWV COPPER AND PVC
15992.1-1

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Furnish, install and test a sanitary drainage system, above basement floor, using D.W.V. copper tubing pipe or DWV PVC where allowed.

1.02 RELATED SECTIONS

- A. Section 15401 Piping: Drinking Water

1.03 QUALITY ASSURANCE

- A. Conform to Municipal Plumbing Codes, State Industrial Codes, and/or plumbing codes related to the installation Location.

1.04 REFERENCES

- A . ANSI B16.29 Wrought Copper and Wrought Alloy Solder
 Joint Drainage Fittings - DWV DOD Adopted
- B . ASTM B62 Composition Bronze or Ounce Metal Castings
- C . ASTM B306 Copper Drainage Tube DWV
- D . NY State Uniform Fire Prevention and
 Building Code and applicable Plumbing Codes
- E . ASTM D2665 Polyvinyl (PVC Plastic Drain, Waste and Vent Pipe
 and Fittings

PART 2 - PRODUCTS

2.01 PIPE - DRAINAGE OR VENT

- A . 1-1/2" - 4" - Copper drainage tube (DWV), hard, seamless, ASTM B306, copper alloy No 122, type phosphorous deoxidized, high residual phosphorus or PVC ASTM D2665.

2.02 FITTINGS

- A. 1-1/2" - 4" - Wrought copper, solder type, ASTM B62, ANSI B16.23 or PVC ASTM D2665.

2.03 COUPLINGS

- A. Fernco flexible couplings #1056 series. See drawings for details (for transition from copper or PVC DWV to hubless cast iron) .

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PIPING: DRAINAGE, SANITARY, DWV COPPER OR PVC
15992.1-2

2.04 TRAPS / CLEANOUT CAPS

- A. 1-1/2" - 2" cleanouts to be DWV Tube Cleanouts, C x Cleanout with Plug .
- B. 1-1/2" - 2" - Brass, solder, or PVC solvent welds "P" trap with cleanout. Shall be Flagg 3311, Mueller D-761 or Nibco 884.

2.05 HANGERS

- A. 1/2" - 2" - Adjustable swivel ring type. Shall be Automatic Sprinkler Co Universal "Auto Grip", Carpenter and Paterson Fig 800, or Fee and Mason Fig 202.
- B. 3" - 4" - Adjustable clevis type shall be Carpenter and Paterson Fig 100, Elcen Fig 12, Fee and Mason Fig 239 , or Grinnell Fig 260.

2.06 RODS

- A Full size to match the hanger may be full or partially threaded. Prime all bare metal in accordance with Section 09900.

2.07 TAPE

- A. Pressure sensitive, vinyl. Shall be Minnesota Mining A71, Permacel P-32 or Plymouth Skipknow 44.

PART 3-EXECUTION

3.01 PIPE CUTTING

- A. Cut tubing with only a tube cutter. Ends shall be square and reasonably smooth.
- B. Remove all burrs from inside and outside of tubing ends.

3.02 PIPE AND FITTING ASSEMBLY

- A. 1-1/2" - 2 " Soldered or solvent weld PVC.
- B. 1-1/2" - 4" Brazed or solvent weld PVC.

3.03 TEST CONNECTIONS Shall be same as line size.

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PIPING: DRAINAGE, SANITARY, DWV COPPER OR PVC
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3.04 PITCH

- A . All drainage lines shall be located and pitched as shown on drawings.

305 PROTECTION OF PIPE

- A . Wrap D.W .V. tubing with vinyl tape at each hanger when hanger contacts bare pipe.

3.06 TESTING AND INSPECTION

- A. In accordance with applicable plumbing codes and the Owner's Plumbing Inspection.

END OF SECTION

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GENERAL REQUIREMENTS - ELECTRICAL
PART I - GENERAL

16010

1.1 RELATED DOCUMENTS

Applicable provisions of the following documents govern work under this Section.

- A. General Conditions.
- B. Supplementary General Conditions.
- C. General Requirements - Division 01.
- D. The Electrical Contractor for this work shall be held to have read all the bidding requirements the General Conditions of the Contract for Construction, the supplementary general conditions and Contract Proposal Forms before submitting a tender for the proposed work and in the execution of the work. He shall be bound by all of the conditions and requirement therein.
- E. Prior to submitting a proposal for this work, this Contractor shall first examine the site and all conditions thereon and/or therein. All proposals shall take into consideration all such conditions as may affect the work under this Contract.
- F. "Provide", as used in these Specifications, means furnish, install, connect and test for a complete and satisfactory installation.
- G. The use of the words "work" or "electrical work" refers to an installation including labor and materials, Reference to Electrical Contractor, Contractor, refers to the Electrical Contractor directly responsible for performing the work herein specified, whether the Contractor is considered a prime contractor or a sub-contractor.

1.2 SCOPE OF WORK

- A. The work of this section shall include all labor, materials, tools, and equipment necessary or incidental to the complete furnishing and installation of electrical items as shown on the drawings or as specified herein.
- B. Included, but not limited to, are the following:

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GENERAL REQUIREMENTS - ELECTRICAL

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1. Power distribution and branch circuits for lighting, and power, together with all required protective devices (i.e. circuit breakers, starters and enclosures, and panel stands.
2. Circuits to a connection of equipment furnished under other contract(s).
3. Grounding - per code requirements.

1.3 DRAWINGS

- A. The approximate location of material to be installed is shown in the plans and is not intended to give accurate details as to location, except where dimensioned. The exact location shall be determined at the site. Check plans of other trades and observe progress of other work, and arrange to have no interferences.
- B. During the progress of the work, keep a careful record of concealed work as actually installed. At completion of the project, deliver a set of sepia reproducible, electrical drawings showing work as actually installed to the engineer.
- C. Six (6) copies of shop drawings, catalogs and other data pertinent to the installation shall be submitted for written approval by the Engineer before work is started or material is ordered.
- D. Shop drawings required:
 1. Lighting Fixtures, pull box
 2. Cable and Wire
 3. Starters and enclosures

1.4 STANDARDIZATION

- A. Where there is more than one device or item of equipment required, furnish all devices and equipment of the same type and manufacturer. In no case shall similar types of equipment from different manufacturers be provided. Match existing systems where applicable.

1.5 MATERIALS AND MODEL NUMBERS

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GENERAL REQUIREMENTS - ELECTRICAL

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- A. Certain equipment and systems have been specified with particular makes and model numbers. The use of such model numbers is intended to indicate the type or size required and does not necessarily include all features, special requirements, parts and accessories.
- B. Performance, quality, service, appearance, construction, physical dimensions and experience with the equipment have been considered in the selection of the equipment for this particular application. the Owner, through his Engineer, reserves the right to reject alternate makes of equipment n the basis of any and all of the foregoing criteria.
- C. Materials such as conduit, wire and boxes may be from different manufacturers if equal in quality and appearance.
- D. All material shall be the latest design and shall bear U.L. label.

1.6 CODES, RULES AND REGULATIONS

- A. The installation shall meet the requirements of the National Electric Code and any other State, or local codes which apply. Furnish an Underwriters Certificate of Inspection upon completion. Pay all permit and inspection charges.
- B. No extra charges will be allowed for work beyond that shown as necessary to meet code requirements.

1.7 GUARANTY - WARRANTY

- A. Furnish a written, signed warranty stating, "This Contractor hereby does warrant and guarantee that all work executed under this Contract shall be free from defects of workmanship and materials for a period of one (1) year from the date of final acceptance of the work under this Contract. This Contractor shall further agree that he will, at his own expense, repair and/or replace all such defective work during this one year term of "Guarantee-Warranty."

1.8 INSTRUCTIONS AND MARKING OF EQUIPMENT

- A. Upon completion of the work and before request for final payment, deliver to the Engineer three (3) sets of full and complete directions pertaining to the operation and maintenance of all equipment and systems installed under this contract. These directions shall be neatly typewritten on 8-1/2 inch by 11 inch sheets with index tabs and shall be accompanied by blueprints of the work as installed, parts lists and diagrams necessary

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GENERAL REQUIREMENTS - ELECTRICAL

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for guidance of the Owner in operating, altering or repairing the installation.

- B. Plainly mark with engraved phenolic plastic plates, all items of equipment and control such as panels, disconnects, starters, etc., with the name of equipment or device such as "Panel MDP", feed pump No. 1, etc. Submit list of nameplates to be provided to the Engineer prior to fabrication.

1.9 REPAIRS, REPLACEMENT, PATCHING AND PAINTING.

- A. All cutting and patching of the building, sidewalks and roadways necessary for the electrical work shall be performed by workmen skilled in the trades. The finished condition of all repairing shall be subject to the approval of the Engineer.
- B. Holes in walls and floors shall be drilled. Provide firestops where conduit passes through fire rated walls, floors or ceilings.
- C. All exterior work and equipment without a satisfactory factory finish shall be painted with two coats of good quality paint, of colors and type to be selected by the Engineer. If material is placed after painting, make arrangements to have painted to match.

1.10 OPENINGS AND CHASES

- A. This Contractor shall determine and be responsible for proper size and location of openings and chases for the installation of electrical work and shall give other contractors notice of requirements.
- B. Install all sleeves and boxes necessary for this work as general construction proceeds.
- C. Coordinate the installation of components, furnished under the electrical contract, with other trades so as to minimize conflicts and expedite progress.

1.11 TEST AND ACCEPTANCE

- A. After the project has been completed, test all wiring controls for defects. Any defects appearing shall be remedied before any apparatus is energized.
- B. Tests, both electrical and physical, shall be made of the various materials,

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equipment and installation comprising the electrical system. The Contractor shall provide at his own expense all instruments (e.g. megger for insulation test, etc.), labor, or other facilities required for such tests.

1.12 TEST AND CERTIFICATE

- A. The entire installation shall be tested and left free of grounds. The test shall be conducted in the presence of and to the satisfaction of the Engineer. All required certificates shall be furnished as heretofore specified before final payment will be made.

1.13 PAYMENT

- A. Payment for providing the work under this Section will be made as part of the lump sum Electrical Contract.

END OF SECTION

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WIRES AND CABLES

16020

PART I - GENERAL

- 1.1 Related Documents: Applicable provisions of following documents govern work under this section.
 - A. General Conditions
 - B. Supplementary General Conditions
 - C. General Requirements - Division 01
- 1.2 Drawings and General Provisions of Contract including General and Supplementary Conditions and Division-1 specifications Sections, apply to work in this Section.
- 1.3 Extent of electrical wire and electrical cable work is indicated by drawings and schedules.
- 1.4 Comply with N.E.C. as applicable to construction and installation of electrical wire, cable and connectors.
- 1.5 Comply with U.L. standards pertaining to wire, cable and connectors.
- 1.6 Provide electrical wires (copper, 600V rated, cables and connectors which have been U.L. listed and labeled for the application.
- 1.7 Comply with applicable portions of NEMA/Insulated Cable Engineers Association Standards pertaining to materials, construction and testing of wire and cable.
- 1.8 Comply with applicable portions of ANSI/ASTM standards pertaining to wire and cable.
- 1.9 Submit manufacturer's data on electrical wire, cable and connectors versus application.

PART II - PRODUCTS

- 2.1 Manufacturers: Triangle, Anaconda, Royal.

PART III - EXECUTION

- 3.1 Install electrical cables, wires and connectors as indicated, in compliance with

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manufacturer's written instructions, applicable requirements of N.E.C. and N.E.C.A.'s "Standard of Installation: and in accordance with recognized industry practices.

- 3.2 Coordinate cable and wire installation work with electrical raceway and equipment installation work, as necessary for proper interface.
- 3.3 Pull conductors together where more than one is being installed in a raceway.
- 3.4 Use pulling compound or lubricant, where necessary; compound must not deteriorate conductor or insulation.
- 3.5 Use pulling means, including fish tape, cable or rope, which cannot damage raceway.
- 3.6 Install exposed cable, parallel and perpendicular to surfaces or exposed structural members and follow surface contours, where possible.
- 3.7 Keep conductor splices to a minimum.
- 3.8 Install splices and tapes which have mechanical strength and insulation rating equivalent-or-better than conductor.
- 3.9 Use splice and tap connectors which are compatible with conductor materials.
- 3.10 Prior to energization, test cable and wire for continuity of circuitry and also for short circuits. Correct malfunctions when detected.

END OF SECTION 16020

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16090-1
SUPPORTING DEVICES

PART I - GENERAL

- 1.1 Related Documents: Applicable provisions of the following documents govern work under this section:
 - A. General Conditions
 - B. Supplementary General Conditions
 - C. General Requirements - Division 01
- 1.2 Drawings and general provisions of contract, including General and Supplementary Conditions and Division-1 Specifications Section, apply to work of this section.
- 1.3 Provide all supports (clamps, hangers, straps, etc.), anchors (rods, bolts, etc.), sleeves and seals as required for a complete and proper installation.
- 1.4 Provide insulated supports and anchors for wire and cable installations.
- 1.5 Comply with N.E.C. as applicable to construction and insulation of electrical supporting devices.
- 1.6 Provide electrical components which are U.L. listed and labeled.
- 1.7 Comply with N.E.C.A.'s "Standards of Installations" pertaining to anchors, fasteners, hangers, supports and equipment mounting.
- 1.8 Submit catalog cuts, specifications, installation instructions for each type of support, anchor, sleeve and seal. Submit hanger and support schedule showing manufacturer's figure number, size and location and features for each required hanger and support.

PART II - PRODUCTS

- 2.1 Provide all supports, anchors, sleeves and seals which meet the most rigid requirements of standards in Part I.
- 2.2 Manufacturers: Steel City, Caddy, Appleton.

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SUPPORTING DEVICES

PART III - EXECUTION

- 3.1 Install hangers, anchors, sleeves and seals as indicated, in accordance with manufacturer's written instructions and comply with requirements of N.E.C.A., N.E.C. and A.N.S.I./N.E.M.A. for installation of supporting devices.
- 3.2 Install hangers, supports, clamps and attachments to support piping properly from building structure. Arrange for grouping parallel runs of horizontal conduits to be supported together on trapeze type hangers where possible.

END OF SECTION 16090

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RACEWAYS

16110-1

PART I - GENERAL

- 1.01 Related Documents: Applicable provisions of following documents govern work under this section.
 - A. General Conditions
 - B. Supplementary General Conditions
 - C. General Requirements - Division 01
- 1.02 Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specifications Sections, apply to work of this section.
- 1.03 Extent of raceways is indicated by drawings and schedules.
- 1.04 Types of raceways of this section include the following:
 - A. Liquid-Tight Flexible Metal Conduit
 - B. Rigid Steel Metal PVC Coated Conduit

PART II - PRODUCTS

- 2.01 Aboveground - provide rigid steel PVC coated conduit.
- 2.02 Underground - PVC coated rigid steel conduit.
- 2.03 Available manufacturers: Robroy, Carlon, Triangle, Allied.

PART III - EXECUTION

- 3.01 Install electrical raceways where indicated; in accordance with manufacturer's written instructions, applicable requirements of N.E.C. and N.E.C.A. "Standard of Installation", and complying with recognized industry practices.
- 3.02 Level and square raceway runs, and install at proper elevations/heights.
- 3.03 Complete installation of electrical raceways before starting installation of cables/wires within raceways.
- 3.04 Wherever possible, install horizontal raceway runs above water piping.

END OF SECTION

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CONNECTORS, TERMINALS AND MATERIALS
SECTION 16121

PART I – GENERAL

- 1.1 Related Documents: Applicable provisions of following documents govern work under this section:
 - A. General Conditions
 - B. Supplementary General Conditions
 - C. General Requirements - Division 01
- 1.2 Drawings and general provisions of contract, including general and supplementary conditions and Division 1 specifications sections, apply to work of this section.
- 1.3 Extent of electrical connections for equipment is indicated by drawings and schedules. Electrical connections are hereby defined to include, but not necessarily limited to, connections for providing electrical power to equipment.
- 1.4 QUALITY ASSURANCE
 - A. Comply with applicable provisions of N.E.C. as to type products used and installation of electrical power connections (terminals and splices), for junction boxes, motor starters and disconnect switches.
 - B. Comply with applicable portions of N.E.M.A. standards pertaining to electrical connections for equipment.
 - C. Comply with applicable A.N.S.I. standards pertaining to products and installation of electrical connections.
 - D. Provide electrical connection products and materials which have been U.S. listed and labeled.
 - E. Submit manufacturers data on electrical connectors, terminals and materials.

PART II - PRODUCTS

- 2.1 Manufacturer: subject to compliance with requirements, provide products of one of the following:
 - A. ALCOA Conductor Products Company

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SECTION 16121

- B. AMP Products Corporation
 - C. Arrow-Hart Division, Crouse-Hinds Company
 - D. Burndy Corporation
 - E. T&B
- 2.2 Materials and components: for each electrical connection, provide complete assembly of materials needed to complete slices and terminations.
- 2.3 Provide metal conduit, tubing and fittings of types, grades, sizes and weights (wall thickness) indicated for each type of service. Where types and grades are not indicated, provide proper selection as determined by installer to fulfill wiring requirements; comply with N.E.C. requirements for raceways.
- 2.4 Provide wires, cables and connectors complying with Division 16 Basic Materials and Methods Section "Wires and Cables".
- 2.5 Unless otherwise indicated, provide wires/conductors for electrical connections which match wires/conductors of wire supplying power.
- 2.6 Provide electrical connectors and terminals as recommended by contractor and terminal manufacturer for intended applications.
- 2.7 Provide electrical insulating tape, heat shrinkable insulating tubing and boots, solder, electrical soldering flux, wire nuts and cable ties as recommended for use by accessories manufacturers for type service indicated.

PART III - EXECUTION

- 3.1 Install electrical connections as indicated, in accordance with connector manufacturer's written instructions and with recognized industry practices, and complying with requirements of N.E.C. and N.E.C.A.'s "Standard of Installation" to ensure that products fulfill requirements.
- 3.2 Trim cables and wires short as practicable and arrange routing to facilitate inspection, testing and maintenance.
- 3.3 Tighten wire-binding connector screws firmly.

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3.4 Provide liquid-tight flexible conduit for connection for motors and for other electrical equipment where subject to moisture, movement and vibration, and also where subjected to one or more of the following conditions.

- A. Exterior location.
- B. Moist or humid atmosphere where condensate can be expected to accumulate.
- C. Corrosive atmosphere.
- D. Subjected to water spray.
- E. Subjected to dripping oil, grease or water.

END OF SECTION 16121

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SECTION 16130 ELECTRICAL BOXES AND FITTINGS

PART I - GENERAL

- 1.1 Related Documents: Applicable provisions of following documents govern work under this section.
 - A. General Conditions
 - B. Supplementary General Conditions
 - C. General Requirements - Division 01
- 1.2 Drawings and General Provisions of Contract including General and Supplementary Conditions and Division-1 Specifications Sections, apply to work of this section.
- 1.3 Extent of electrical work includes all necessary electrical boxes and fittings to complete work.
- 1.4 Comply with N.E.C. as applicable to construction and installation of electrical wiring boxes and fittings.
- 1.5 Provide electrical boxes and fittings which have been U.L. listed and labeled.
- 1.6 Comply with A.N.S.I. C134.1 (N.E.M.A. Standards Pub. No. OS 1) as applicable to sheet-steel outlet boxes, device boxes, cover and box supports.
- 1.7 Submit manufacturer's data on electrical boxes and fittings.
- 1.8 Submit dimensioned drawings of electrical junction and pull boxes showing accurately scaled boy layouts and their spacial relationship to associated equipment.

PART II - PRODUCTS

- 2.1 Interior Outlet Boxes: Provide galvanized flat rolled sheet steel interior outlet wiring boxes, of types, shapes and sizes, including box depths, to suit each respective location and installation; constructed with stamped knockouts in back and sides, and with threaded screw holes with corrosion-resistant screws for securing box covers and wiring devices.
- 2.2 Interior Outlet Box Accessories: Provide outlet box accessories as required for each installation, including mounting brackets, wallboard hangers, extension rings, fixture studs, cable clamps, and metal straps for supporting outlet boxes

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which are compatible with outlet boxes being used and fulfilling requirements of individual wiring situations.

- 2.3 Weatherproof Outlet Boxes: Provide corrosion-resistant cast-metal weatherproof outlet wiring boxes, of types, shapes and sizes, including depth of boxes, with threaded conduit ends, cast-metal face plates with spring-hinged waterproof caps suitably configured for each application, including face plate gaskets and corrosion resistant fasteners.
- 2.4 Junction and Pull Boxes: Provide galvanized code-gage sheet steel junction and pull boxes, with screw-on covers; of types, shapes and sizes, to suit respective locations and installation; with welded seams and equipped with stainless steel nuts, bolts, screws and washers.
- 2.5 Conduit Bodies: Provide galvanized cast metal conduit bodies, of types, shapes and sizes, to suit respective locations and installation, construct with threaded-conduit-entrance ends, removable covers, and corrosion-resistant screws.
- 2.6 Bushings, Knockout Closures and Lockouts: Provide corrosion-resistant punched-steel box knockout closures, conduit locknuts, and malleable iron conduit bushings, offset connectors, of types and sizes to suit respective uses and installation.
- 2.7 Manufacturers subject to compliance with requirements.

PART III - EXECUTION

- 3.1 Install electrical boxes and fittings complying with manufacturers written instructions, applicable requirements of N.E.C. and N.E.C.A.'s "Standard of Installation" and in compliance with recognized industry practices to ensure that products fulfill requirements.
- 3.2 Coordinate installation of electrical boxes and fittings with wire/cable and raceway installation work.
- 3.3 Provide weatherproof outlets for interior and exterior locations exposed to weather or moisture.
- 3.4 Provide knockout closures to cap unused knockout holes where blanks have been removed.
- 3.5 Install boxes and conduit bodies in those locations to ensure ready accessibility to electrical wiring.

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- 3.6 Avoid using round boxes where conduit must enter box through side of box, which would result in difficult and insecure connections when fastened with locknut or bushing on rounded surface.
- 3.7 Fasten boxes rigidly to substrates or structural surfaces to which attached, or solidly embed electrical boxes in concrete or masonry.
- 3.8 Provide electrical connections for installed boxes.

END OF SECTION 16130

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Section 16155
MOTOR STARTERS

Page 1

PART I - GENERAL

- 1.01 Related Documents: Applicable provisions of the following documents govern work under this section:
- A. General Conditions
 - B. Supplementary General Conditions
 - C. General Requirements - Division 01
- 1.02 Drawings and General Provisions of Contract, including General and Supplementary Conditions and Division-1 Specification Section, apply to the work of this section.
- 1.03 Extent of motor starter work is indicated by drawings and schedules.
- 1.04 Types of motor starters in this section include the following:
- 1. Combination/Reduced Voltage (see Sect. 16900 for VFD equipment)
- 1.05 Comply with N . E . C . as applicable to wiring methods, construction and installation of motor starters.
- 1.06 Comply with applicable requirements of U.L. 508 "Electric Industrial Control Equipment, pertaining to electrical motor starters. Provide units which have been U.L. listed and labeled.
- 1.07 Comply with applicable requirements of N.E.M.A. standards pertaining to motor controllers/starters and enclosures.
- 1.08 Submit manufacturers data on motor starters.
- 1.09 Furnish additional fuses of each type and rating required, amounting to one set for every 10 installed, but not less than five sets of each.

PART II - PRODUCTS

- 2.01 Subject to compliance with requirements, provide products of one of the following manufacturers:
- A. Square SQ "D" Company
 - B. Allen-Bradley Company
 - C. General Electric Company

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- 2.02 A.C. Combination motor starters to be:
- A. 120V Control Voltage
 - B. Provided with start/stop and jog devices.
 - C. Rated for the application with respect to enclosure, line voltage, horsepower, phase and frequency.
 - D. Provided with operating handle for disconnect switch mechanism providing indication and control of switch position with enclosure door open or closed; and capable of being locked in the "OFF" position with three padlocks.
 - E. Provided with overload devices rated for the motor to be protected, the temperature environment of the overload thermal unit, motor service factor, and full load current rating .

PART III - EXECUTION

- 3.01 Install motor starters as indicated, in accordance with manufacturer's written instructions, applicable requirements of N . E . C . & N . E . M . A . standards, and N.E.C.A.'s "Standard of Installation", and in compliance with recognized industry practices to ensure that products fulfill requirements.
- 3.02 Coordinate with other work including motor and electrical wiring/cabling work, as necessary to interface installation of motor starters with other work.
- 3.03 Install fuses in fusible disconnects.
- 3.04 Inspect operating mechanisms for malfunctioning and, where necessary, adjust units for free mechanical movement.
- 3.05 Touch-up scratched or marred surfaces to match original finish.

END OF SECTION

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SECTION 16450

GROUNDING

PART I - GENERAL

- 1.1 Related Documents: Applicable provisions of the following documents govern work under this section.
 - A. General Conditions
 - B. Supplementary General Conditions
 - C. General Requirements - Division 01
- 1.2 Drawings and general provision of contract, including General and Supplementary Conditions and Division-1 Specifications Sections, apply to work of this section.
- 1.3 Extent of grounding work is indicated by drawings, schedules and requirements of N.E.C.
- 1.4 Type of grounding specified in this section is solid grounding.
- 1.5 Comply with N.E.C. Article 250 "Grounding" requirements as applicable to materials and installation of electrical grounding systems, associated equipment and wiring. Provide grounding products which are U.L. listed and labeled.
- 1.6 Comply with applicable requirements of U.L. Standards 467 and 869 pertaining to electrical grounding and bondings.
- 1.7 Comply with applicable requirements of I.E.E.E. Standard 142 and 241 pertaining to electrical grounding.
- 1.8 Submit manufacturer's data on grounding systems and accessories.

PART II - PRODUCTS

- 2.1 Subject to compliance with requirements, provide grounding products of one of the following:
 - A. Burndy Corporation
 - B. Thomas and Betts Corporation
 - C. Cadweld

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GROUNDING

PART III - EXECUTION

- 3.1 Electrical Contractor must examine areas and conditions under which electrical grounding connections are to be made and notify the Engineer in writing of conditions detrimental to proper completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Engineer.
- 3.2 Install electrical grounding systems where required, in accordance with applicable portions of N.E.C. with N.E.C.A.'s "Standards of Installation", and in accordance with recognized industry practices to insure that products comply with requirements and serve intended functions.
- 3.3 Coordinate with other electrical work as necessary to interface installation of electrical grounding system with other work.
- 3.4 Install braided type bonding jumpers with ground clamps on water meter piping to electrically bypass water meters.
- 3.5 Install clamp-on connectors only on through cleaned metal contact surfaces, to insure electrical conductivity and circuit integrity.
- 3.6 Upon completion of installation of electrical grounding system, test ground resistance with ground resistance tester. Where tests shown resistance to ground is over 3 OHMS, take appropriate action to reduce resistance to 3 OHMS, or less.

END OF SECTION 16450

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SECTION 16500

LIGHTING

PART I - GENERAL

1.1 DESCRIPTION

- A. Following items included in Work of this Section shall consist of labor, materials, etc. necessary to produce complete, finished installation:
 - 1. Fixtures
 - 2. Ballasts
 - 3. Lamps
 - 4. Fixture Schedule
- B. Refer to Lighting Schedule as shown on the Drawings.

1.2 SUBMITTALS

- A. Submit shop drawings and product data for units.
- B. Submit operation and maintenance data for units.

PART II - PRODUCTS

2.1 FIXTURES

- A. General Requirements
 - 1. Fixture shall be shipped factory-assembled, complete with parts for installation.
 - 2. Recessed fixtures for installation in metal pan or inverted T-bar ceiling shall be yoke or side supported as required.
 - 3. Recessed fixtures for installation in other tan T-bar and metal pan construction shall be plaster frames. Plaster frames shall be temporarily braced to prevent distortion.
 - 4. Fixture shall permit easy access for cleaning and servicing.
 - 5. Hinges and catches of fixtures with visible frames shall be concealed.
 - 6. Construction shall not amplify ballast generated sound.
 - 7. All metal parts shall be grounded as a common unit.

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LIGHTING

2.2 BALLASTS

A. Fluorescent:

1. Fluorescent ballasts shall be high power factor, CBM rated with ETL Label, UL Type P (unless otherwise called on schedule).
2. Ballasts shall be equipped with one (1) internal thermal protector; automatic resettable adjacent to coils.
3. Application shall be such that ballast case temperature will remain below 90°C during normal operation. Case temperature of 100°C for two (2) hours shall cause thermal device to operate.
4. Ballast shall be manufacturer's lowest sound rating for given ballast type.
5. Only single and/or two (2) lamp ballast shall be used.
6. Ballast shall be for operation of voltage indicated.
7. Ballast shall be manufacturer's "low energy" ballast, except where "dimming" ballasts are noted.

B. High Pressure Sodium:

1. Ballast shall be regulating high power factor unit, for operation of voltage indicated.
2. Ballast shall be for low temperature exterior operation.

PART III - EXECUTION

3.1 GENERAL

- A. Fixtures shall be installed at heights indicated.
- B. Fixtures and/or fixture outlet boxes shall be provided with hangers to adequately support fixture weight. Design of hangers, method of fastening other than indicated or herein specified shall be submitted for review.
- C. Fixtures mounted in outlet boxes shall be secured to fixture stud in outlet box. Hickies or extension pieces shall be installed where required.
- D. Flush mounted fixtures shall be installed to eliminate light leakage between frame and finished surface.
- E. Fixtures housing, frame, canopy shall be suitable to cover fixture outlet or opening.
- F. Recessed fixtures shall fit without distorting fixtures, frame or ceiling.

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- G. Fixtures installed in T-bar ceilings shall be supported by other than snap-in action of Tee.
- H. Fixtures installed in inverted T-bar “lay-in” ceilings may be supported by ceiling grid.
- I. Recessed fixtures installed in other than T-bar and metal pan ceilings or not on grid members shall be provided with plaster frames. Frames shall be braced temporarily to prevent distortion.
- J. Fixtures in concrete plank areas or stairways, shall be provided with four (4) anchors or toggle bolts drawn up tight to surface above.

3.2 MOUNTING PROVISIONS

- A. Surface mounted fixtures longer than 2’ shall be supported at an additional point besides outlet box fixture stud, provide toggle bolts as noted above.
- B. Pendant fixture within same area shall be installed plumb and at uniform height.

3.3 FIXTURE SCHEDULE

- A. Various fixtures required shall be indicated on fixture schedule on drawings. Review architectural drawings and specifications to verify ceiling types, modules, suspension systems appropriate to installation.
- B. Manufacturers noted in the fixture list are intended to provide the minimum quality and performance standards required for the project. Other manufacturers meeting the indicated criteria may provide the lighting fixtures with approval by the Architect/Engineer.

3.4 CLEAN UP

Clean up, dispose of crating, packing, waste material, other debris which has accumulated as a result of Work of this Section

END OF SECTION 16500