

PROJECT MANUAL

BAIN PARK PLAY EQUIPMENT AREA
Community Block Development Grant Project
Village of Wappingers Falls
Dutchess County, New York

VILLAGE MAYOR

Kevin Huber

VILLAGE TRUSTEES

James Williams

Joseph Nichlas

Jennifer Niznik

Michael Ruffen

John Tyliszczak

Jeff Smith

VILLAGE ATTORNEY

Ian Lindaris

VILLAGE CLERK

John M. Karge

VILLAGE SUPERINTENDENT OF PUBLIC WORKS

John Nuclovic

PREPARED BY:

Rahul Verma, P.E.

VEC

VEC PN: 23-1004

TABLE OF CONTENTS

<u>SECTION</u>	<u>PAGE</u>
ADDENDA BULLETIN	AD-1
ADVERTISEMENT FOR BIDDERS	A1 – A2
NON-COLLUSION CERTIFICATION	NCC-1 – NCC-2
FEDERAL LABOR STANDARDS PROVISIONS, HUD-4010	Pages 1 through 5
INFORMATION TO BIDDERS	ITB1 – ITB12
BID AND PROPOSAL FORM	BP1 – BP8
CONTRACT AGREEMENT AND ACKNOWLEDGEMENT	CA1 – CA3
BID BOND AND PERFORMANCE BOND INFORMATION	B1 – B5
NOTICE OF AWARD	NOA-1
NOTICE TO PROCEED	NTP-1
PREVAILING WAGE SCALE – NEW YORK	PWR-NY
PREVAILING WAGE SCALE – FEDERAL	PWR-FD
SUPPLEMENTARY CONDITIONS OF CONTRACT, HUD-92554M	Page 1 through 11
GENERAL CONDITIONS OF CONTRACT	GC1 – GC18
SUPPLEMENTAL GENERAL CONDITONS	SGC1 – SGC7
SPECIAL PROVISIONS	SP1 – SP2

TECHNICAL SPECIFICATIONS

DIVISION 1 – GENERAL REQUIREMENTS

DIVISION 2 – EXISTING CONDITIONS

DIVISION 3 – CONCRETE

DIVISION 31 – EARTHWORK

DIVISION 32 – EXTERIOR IMPROVEMENTS

ATTACHMENTS – RELATED ITEMS ALREADY PURCHASED BY THE VILLAGE

KOMPAN REFEREENCE PLAN AND SECTION

KOMPAN PCE2105 RAINEER PRODUCT SHEET

KOMPAN PCE 1015 SHERPA PRODUCT SHEET

KOMPAN PCM 157 UNIVERSAL CAROUSEL PRODUCT SHEET

BENCH PRODUCT SUBMITTAL

ADDENDA BULLETIN

1. Addenda may be published pertaining to this project and all addenda so issued shall become part of the Contract.
2. Please complete this form to expedite prompt delivery of Addenda to you.
3. Do not use a Post Office Box Address, as telegram addenda cannot be delivered.
4. It is not necessary to complete this form unless you are a plans and specifications purchaser or examiner.
5. Submit this completed form with your bid package.

PROJECT: Bain Park Play Equipment Area, CDBG Project
Corner of Clapp Avenue and Lower Henry Street
Village of Wappingers Falls
Dutchess County, New York

YOUR FIRM NAME: _____

YOUR CONTACT NAME: _____

YOUR STREET ADDRESS: _____

YOUR CITY, STATE, ZIP CODE: _____

YOUR PHONE No.: _____ FAX No.: _____

E-MAIL ADDRESS: _____

PLEASE CHECK ONE: _____ PRIME CONTRACTOR _____ SUBCONTRACTOR

ADVERTISEMENT FOR BIDS

RECEIPT OF BIDS:

Separate sealed bids on enclosed forms as prepared by the Engineer to the Village of Wappingers Falls will be received at the offices of the Village of Wappingers Falls, 2582 South Avenue, Wappingers Falls, New York until 11:00 A.M. (Local Time) on October 25, 2023 for:

Bain Park Play Equipment Area, CDBG Project

Village of Wappingers Falls
Dutchess County, New York

For the construction of Bain Park improvements at the corner of Clapp Avenue and Lower Henry Street including: fill and grading, playground equipment installation, construct asphalt parking area and walking paths, install fencing and gates, and landscape restoration (grass).

Bids received after 11:00 A.M., October 25, 2023 will not be accepted or considered.

Sealed bids will be publicly opened and read aloud at 11:15 A.M. (local time) on October 25, 2023 at the office of the Village of Wappingers Falls, 2582 South Avenue, Wappingers Falls, New York.

The Bid Documents will be available on October 9, 2023 and may be obtained at the on-line repository established by the Village of Wappingers Falls on the Village website (www.wappingersfallsny.gov) and/or BidNet. Prospective bidders are solely responsible for obtaining and reviewing all Bid Documents in preparation of their bid.

Each bid shall be accompanied by a Certified Check or Bid Bond in the amount of five (5%) percent of the base Bid in the form and subject to the conditions provided in the Information for Bidders.

The Bid Deposit shall be made in Certified Check from the Bidder or in a Bid Bond on the form of said Bid Bond attached to the Specifications or similar and be drawn payable to the Village of Wappingers Falls.

No Bidder may withdraw a Bid within forty-five (45) days after the actual date of the opening thereof.

To all prospective Bidders, there will be a strongly recommended pre-bid meeting on October 13, 2023. The pre-bid meeting will take place at 9:00 A.M. at the corner of Clapp Avenue and Lower Henry Street, Wappingers Falls, NY. It is recommended that all bidders familiarize themselves with the plans prior to the pre-bid meeting so that questions and concerns can be addressed.

Bidders are to promptly notify the Engineer of any errors, omissions, conflicts and/or ambiguity in the contract documents. No oral interpretations of the meaning of the Plans, Specifications, or other Pre-Bid Documents will be made to any prospective bidder. All requests for interpretations are to be in writing, addressed to Tom Morris, Planning Board Chair, Village of Wappingers Falls, 2582 South Avenue, Wappingers Falls, New York. To be given consideration, requests for interpretation must be received at least seven (7) days prior to the date fixed for the opening of Bids.

Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Specifications which, if issued, will be provided to the prospective Bidders, not later than three (3) days prior to the date fixed for the opening of Bids. Addenda will be issued by email to the bid document holders. All addenda so issued shall become part of the Contract Documents. The first addenda will include bid document holders list and pre-bid meeting attendee list.

OWNERS RIGHTS RESERVED: The Village of Wappingers Falls, herein called the Owner, reserves the right to reject any and all Bids and to waive any formality or technicality in any Bid in the best interests of the Owner and in accordance with the Law.

STATEMENT OF NON-COLLUSION: Bidders on this Contract are required to execute the Non-Collusion Bidding Certificate, in the form attached to the Specifications, pursuant to Section 103-d of the General Municipal Law of the State of New York.

Bidders are also required to comply with the provisions of the Human Rights Law as set forth in Article 15 of the Executive Law of the State of New York.

The work required by this Contract shall consist of furnishing all labor, equipment, materials, supervision, and performing all work necessary to complete the project as herein described. The major components of said work are approximately:

1. Filling and grading for the proposed playground area at Bain Park.
2. Site work preparation.
3. Install rubber surface in playground equipment area.
4. Install playground equipment.
5. Install protective mow strip / concrete curbing around the playground equipment area.
6. Construct asphalt parking area and walking paths.
7. Install fencing and gates.
8. Landscape restoration for proposed grass areas.

Work to be performed under this contract will be on Village-owned property. The Contractor is to assure themselves that all work is being performed on Village property, including but not limited: to vehicle access, storage of equipment, materials, debris and waste, landscaping, vegetation removal and management, grading, topsoiling/seedling/mulching, and the installation of any fences, walls, or protective barriers.

The Village of Wappingers Falls is exempt under the Tax Law of New York State, Article 28 – Part III, and is exempt from payment of Sales and Compensating Use Taxes of the State of New York on all materials which are incorporated into work pursuant to the provisions of the Contract. These taxes are not to be included in the Bid under New York State Tax Law, Article 28, Part III.

This project is subject to Federal Prevailing Wage Rates, in addition to the New York State Prevailing Wage Rates. It shall be the Contractor's responsibility to familiarize themselves with any deviations between the Federal and New York State Wage Rates. The higher of the two wage rates will apply.

This notice is issued in the name of the Owner, the Village of Wappingers Falls, Wappingers Falls, New York.

Dated: October 6, 2023

John Karge, Village Clerk
Village of Wappingers Falls
2582 South Avenue
Wappingers Falls, New York 12590

NON-COLLUSION CERTIFICATION

THE UNDERSIGNED REPRESENT THAT PURSUANT TO SECTION 103-A AND 103-B OF THE GENERAL MUNICIPAL LAW OF THE STATE OF NEW YORK, NO PERSON REFERRED TO IN THE ATTACHED PROPOSAL WHO IS THE BIDDER OR WHO IS OR WAS A MEMBER, PARTNER, DIRECTOR OR OFFICER OF THE BIDDING FIRM OR ENTITY UNDER THIS PROPOSAL HAS REFUSED TO SIGN A WAIVER OF IMMUNITY OR TO ANSWER ANY RELEVANT QUESTIONS RELATING TO ANY TRANSACTION OR CONTRACT WITH THE STATE OF NEW YORK, ANY POLITICAL SUBDIVISION THEREOF, OR ANY PUBLIC AUTHORITY, DURING THE PERIOD OF 5 YEARS PRIOR TO THE DATE HEREOF. THE UNDERSIGNED AGREES THAT ANY CONTRACT AWARDED AS A RESULT OF THIS BID MAY BE CANCELLED WITHOUT PENALTY UPON THE GROUNDS SET FORTH IN SECTION 103-A AND 103-B OF THE SAID GENERAL MUNICIPAL LAW. THE NAMES AND ADDRESSES OF ALL PERSONS AND PARTIES INTERESTED IN THE FOREGOING BID ARE AS FOLLOWS:

BY SUBMISSION OF THIS BID, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIED, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF KNOWLEDGE AND BELIEF:

1. THE PRICES IN THIS BID HAVE BEEN ARRIVED AT INDEPENDENTLY WITHOUT COLLUSION, CONSULTATION, COMMUNICATION, OR AGREEMENT, FOR THE PURPOSE OF RESTRICTING COMPETITION AS TO ANY MATTER RELATING TO SUCH PRICES WITH ANY OTHER BIDDER OR 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 OUT TO ANY COMPETITOR; AND

3. NO ATTEMPT HAS BEEN MADE OR WILL BE MADE BY THE BIDDER TO INDUCE ANOTHER 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) AND (3) ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH WITH THE BID A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFOR.

WHERE (1), (2), AND (3) ABOVE HAVE NOT BEEN COMPLIED WITH, THE BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE UNLESS THE HEAD OF THE PURCHASING UNIT OF THE POLITICAL SUBDIVISION, PUBLIC DEPARTMENT, AGENCY OR OFFICIAL THEREOF TO WHICH THE BID IS MADE, OR HIS DESIGNEE, DETERMINES THAT SUCH DISCLOSURE WAS NOT MADE FOR THE PURPOSE OF RESTRICTING COMPETITION.

THE FACT THAT A BIDDER (A) HAS PUBLISHED LISTS, RATES, OR TARIFFS COVERING ITEMS BEING PROCURED, (B) HAS INFORMED PROSPECTIVE CUSTOMERS OR PROPOSED OR PENDING PUBLICATION OR NEW OR REVISED PRICE LISTS FOR SUCH ITEMS, OR (C) HAS SOLD THE SAME ITEMS TO OTHER CUSTOMERS AT THE SAME PRICES BEING BID, DOES NOT CONSTITUTE WITHOUT MORE, A DISCLOSURE WITHIN THE MEANING OF SUBPARAGRAPH ONE.

ANY BID HEREAFTER MADE TO ANY POLITICAL SUBDIVISION OF THE STATE OR ANY PUBLIC DEPARTMENT, AGENCY OR OFFICIAL THEREOF BY A CORPORATE BIDDER FOR WORK OR SERVICES PERFORMED OR TO BE PERFORMED OR GOODS SOLD OR TO BE SOLD, WHERE COMPETITIVE BIDDING IS REQUIRED BY STATUTE RULE, REGULATION, OR LOCAL LAW, AND WHERE SUCH BID CONTAINS THE CERTIFICATION REFERRED TO IN SUBDIVISION ONE OF THIS SECTION, SHALL BE DEEMED TO HAVE BEEN AUTHORIZED BY THE BOARD OF DIRECTORS OF THE BIDDER, AND SUCH AUTHORIZATION SHALL BE DEEMED TO INCLUDE THE SIGNING AND SUBMISSION OF THE BID AND THE INCLUSION THEREIN OF THE CERTIFICATE AS TO NON-COLLUSION AS THE ACT AND DEED OF THE CORPORATION.

(SIGNATURE)

(TITLE)

Applicability

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

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

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

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

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

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

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

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

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

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

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

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

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

SECTION: INFORMATION TO BIDDERS

<u>INDEX</u>	<u>PAGE</u>
1. Receipt and Opening of Bids	ITB – 1
2. Preparation of Bid	ITB – 1
3. Subcontracts	ITB – 1
4. Qualifications of Bidder	ITB – 2
5. Bid Security	ITB – 3
6. Liquidated Damages for Failure to Enter into Contract	ITB – 3
7. Time of Completion and Liquidated Damages	ITB – 3
8. Condition of Work	ITB – 3
9. Addenda and Interpretations	ITB – 4
10. Security for Faithful Performances	ITB – 4
11. Power of Attorney	ITB – 4
12. Laws and Regulations	ITB – 4
13. Unlawful Provisions	ITB – 4
14. Method of Award-Lowest Qualified Bidder	ITB – 4
15. Obligation of Bidder	ITB – 5
16. Safety Standards and Accident Prevention	ITB – 5
17. Performance Bond	ITB – 5 & 6
18. Insurance Requirements of Contractor	ITB – 6 through ITB – 8
19. Bids	ITB – 8
20. Certification	ITB – 8
21. Increase or Decrease in Items	ITB – 8
22. Examination of Site and Contract Documents	ITB – 8

SECTION: INFORMATION TO BIDDERS

<u>INDEX</u>	<u>PAGE</u>
23. Owners Right to Alter Plans	ITB – 8
24. Cooperation with Other Contractors	ITB – 9
25. Quantities	ITB – 9
26. OSHA Regulations	ITB – 9
27. Sales Tax	ITB – 9
28. Wage Rates	ITB – 9
29. Notice to Proceed	ITB – 9
30. Support of Existing Utilities	ITB – 10
31. Benchmarks	ITB – 10
32. Existing Litigation	ITB – 10
33. Release of Liens	ITB – 10 & 11
34. Payroll Records	ITB – 11
35. Equal Employment Opportunity	ITB – 11
36. Nondiscrimination-In-Employment	ITB-11
37. Nonsegregated Facilities	ITB-11 &12
38. Residency Requirements	ITB 12
39. Construction Progress Meetings	ITB – 12

INFORMATION TO BIDDERS

1. **RECEIPT AND OPENING OF BIDS**

The Village of Wappingers Falls (herein called the “Owner”), invites Bids on the form attached herein. Bids will be received by the Owner at the offices of the Village of Wappingers Falls, 2582 South Avenue, Wappingers Falls, New York, until 11:00 A.M. on October 25, 2023. Bids will be publicly opened and read aloud at 11:15 A.M. on October 25, 2023. Bids received after 11:00 A.M. on Friday, October 25, 2023 will not be considered.

The envelopes containing the Bids must be sealed, addressed to the Village Clerk, Village of Wappingers Falls at 2582 South Avenue, Wappinger Falls, New York 12590 and designated as Bid for:

Bain Park Play Equipment Area, CDBG Project

The Owner reserves the right to waive any informalities in the Bid, or to reject any or all Bids in accordance with the Law. Any Bid may be withdrawn prior to the above scheduled time for the opening of Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 45 days after the actual date of the opening thereof.

2. **PREPARATION OF BID**

Each Bid must be submitted on the prescribed form, herein attached. All blank spaces for Bid prices must be filled in, in ink or typed, in figures, and the enclosed. Certifications must be fully completed and executed when submitted.

Each Bid must be submitted in a sealed envelope bearing on the outside the name of the Bidder, their address, and the name of the project for which the Bid is submitted, on October 25, 2023 at 11:00 A.M. local time, at the Village Clerk’s Office, 2582 South Avenue, Wappingers Falls, New York. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified in the Bid form.

3. **SUBCONTRACTS**

If the work to be subcontracted requires licensing, evidence of proper licensing must be submitted with the request for approval.

All subcontractors must submit proof of insurance (Contractor’s bodily injury, Contractor’s property damage liability insurance, including Workmen’s Compensation Insurance) in the same amounts and form and with the same additional insured as required under the Contractor’s agreement with the Village of Wappingers Falls.

The Owner and Owner’s Representative reserve the right to investigate the competence of all Subcontractors to perform the work. Bidders must submit to the Owner and Engineer any information and data that the Owner and Engineer may request.

All Subcontractors involved in Contract will be required to submit certified payroll to the Engineer.

Upon completion of work and at various times during construction by a Subcontractor, Bidders will be required to obtain and submit to the Engineer, release of liens from the Subcontractors.

4. **QUALIFICATIONS OF BIDDER**

The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional Bids will not be accepted.

With each bid shall be submitted documentation showing the qualifications of the firm to complete the project including, but not limited to:

- List and describe three (3) such jobs completed successfully by the Contractor in the past five (5) years, of similar scope, size and completed in a similar time frame as the work to be completed within the contract being bid on.
- List and describe projects completed successfully by the Contractor involving:
 - Asphalt paving and concrete curb and walkway installation including filling operations.
 - Installation of rubber playground surfaces and playground equipment.
 - Installation of decorative metal fencing and gates.
 - Lack of experience in the above may result in the rejection of the Contractor's bid, as while the Contractor must have the means to secure the necessary bonding for the project, the determination of the qualification of the bidder shall be based on the Owners determination of the Contractor's ability to complete the work within the contract.
- List of personnel within the firm with applicable expertise.
- Financial background of the firm demonstrating adequate existing capital to purchase the necessary materials, reimburse all subcontractors, workers, and resources to complete project, exclusive of the payments received from the Owner for this project.
- List of references from past jobs of this type.

If the Bidder intends to use a particular subcontractor for 25% of the work or more, then the Bidder shall provide the above noted information for all such subcontractors.

5. **BID SECURITY**

Each Bid must be accompanied by either a Certified Check of the Bidder or Bid Bond on the form of Bid Bond attached hereto (or similar) drawn payable to the Village of Wappingers Falls, in the amount of 5% of the total Bid*. Such Bid security will be returned to all except the three lowest Bidders within five (5) days after the opening of Bids, and the remaining Certified Checks or Bid Bonds will be returned promptly after the Owner and the accepted Bidder have executed the Contract. If no award has been made within forty-five (45) days after the date of the opening of Bids, Bid Securities upon demand of the Bidder at any time thereafter, shall be returned, so long as they have not been notified of the acceptance of their Bid.

* The Municipality will accept only bonds of the United States of America, or New York State or similar securities identified in General Municipal Law, Section 106 of The State of New York.

6. **LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT**

The successful Bidder, upon their failure or refusal to execute and deliver the Contract and bonds required within ten (10) days after they have received the Notice of Award of their Bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with their Bid.

7. **TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Contractor must agree to start performing obligations described in the contract documents and preparing for construction work on a date to be specified in a written "Notice to Proceed" issued by the Owner. As stipulated in the contract documents, construction is to be complete except for growth of grass by April 30, 2024.

Contractor and Owner agree that it is impossible to determine with any reasonable accuracy the amount of damage to the Owner upon failure of the Contractor to complete the project in the time specified herein. Contractor accordingly agrees to pay as liquidated damages the sum of \$ 1,000.00 for each day beyond the time specified herein during which the project is not final complete and closed out. Contractor and Owner agree that the damages set forth above are reasonable, and are not a penalty, based upon the facts and circumstances of the parties at the time of entering the Contract, and with due regard to future expectations.

8. **CONDITIONS OF WORK**

Each Bidder must inform themselves of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of their obligation to furnish all material and labor necessary to carry out the provisions of their Contract. Insofar as possible the Contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

9. **ADDENDA AND INTERPRETATIONS**

No oral interpretations of the meaning of the Plans, Specifications, or other Pre-Bid Documents will be made to any prospective Bidder.

All requests for interpretations are to be in writing via email, addressed to Tom Morris, Planning Board Chair and Bain Park Program Lead, at tmorris@wappingersfallsny.gov, and must be received by 5:00 P.M. on October 20, 2023 to be considered and addressed. The Bidder is responsible for ensuring that their email is received. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the specifications which, if issued, will be e-mailed to all prospective Bidders (at the respective addresses furnished for such purposes), not later than October 23, 2023 at 8:00 A.M. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under his/her Bid as submitted. All Addenda so issued shall become part of the Contract Documents. Bidder shall acknowledge receipt of all Addenda with the Bid and by not doing so is a cause for rejection of the Bid.

10. **SECURITY FOR FAITHFUL PERFORMANCE**

Simultaneously with delivery of the executed Contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.

11. **POWER OF ATTORNEY**

Attorneys-in-Fact who sign Bid Bonds or Contract Bonds must file with each Bond a certified and effectively dated copy of their Power of Attorney.

12. **LAWS AND REGULATIONS**

Each and every provision of any law or clause required by law to be inserted in this Contract, shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

13. **UNLAWFUL PROVISION**

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by other party, be deemed stricken from the Contract without affecting the binding force of the remainder.

14. **METHOD OF AWARD – LOWEST QUALIFIED BIDDER**

If at the time this Contract is to be awarded, the lowest Base Bid submitted by a responsible Bidder does not exceed the amount of funds then estimated by the Owner as available to finance the Contract, the Contract will be awarded on the Base Bid. If the lowest Base Bid exceeds available funding amount, the Owner may reject all Bids. If the Base Bid combined with some or all of the Alternate Add Bid Items noted on the Bid Form does not exceed the amount of funds then estimated by the Owner, the Contract will be awarded on the Base Bid plus selected Add Alternate Items, as produces a net amount which is within the available funds and stipulated in New York State General Municipal Law Section 103.

15. **OBLIGATION OF BIDDER**

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda). The failure or omission of any Bidder to examine any Form, Instrument or Document shall in no way relieve any Bidder from any obligation in respect of their Bid.

16. **SAFETY STANDARDS AND ACCIDENT PREVENTION**

With respect to all work performed under this Contract, the Contractor shall:

- A. Comply with the safety standards provisions of applicable laws, building and construction codes and the “Manual of Accident Prevention in Construction”, published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1926, revised as of July 1, 1994.
- B. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property. The project involves deep trenching and excavation, all Occupational Safety and Health Administration regulations shall be strictly followed.
- C. Maintain at their office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor’s care of persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor’s care.
- D. Comply with confined space entry requirements set forth by the Occupational Safety and Health Act standard for confined space (29 CFR 1910.146) including identifying and evaluating the confined space before entry, establishing and implementing means to prevent unauthorized entry, establishing and implementing means to eliminate or control hazards necessary for safe entry, providing, maintaining, and requiring the use of personal protective equipment necessary for safe entry, requiring testing of atmospheric conditions inside the space prior to entry (oxygen = 19.5% to 23.5%, Lower Explosive Limit < 10%, any toxins that may be present), ensuring that at least one attendant is stationed outside during entry, coordinating with any other personnel on site, and implementing rescue procedures.

17. **PERFORMANCE BOND**

- A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the Owner, an Agreement in the form included in the Contract Documents in such number as the Owner may require.
- B. Having satisfied all conditions of award as set forth elsewhere in these Documents, the successful Bidder shall, within the period specified in paragraph “A” above, furnish Performance Bond in a penal sum of not less than one hundred percent (100%) of the Contract as awarded, as security for the faithful performance of the Contract, and a payment and materials bond for the payment of all persons, firms or corporations to whom the Contractor may become legally indebted for labor, material, tools, equipment, or services of any nature including utility and transportation services, employed or used by him in performing the work.

Such Bonds shall be in the same form as that included in the Contract Documents and shall bear the same date as, or a date subsequent to that of the Agreement. The current power of attorney for the person who signs for any surety company shall be attached to such bonds.

- C. The failure of the successful Bidder to execute such Agreement and to supply the required Bonds within ten (10) days after the prescribed forms are presented for signature, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner may either award the Contract to the next lowest responsible Bidder, and original successful Bidder, shall be obligated to the Owner in the amount of the Bid Guaranty as liquidated damages for such default.

18. **INSURANCE REQUIREMENTS OF CONTRACTOR**

- A. The Contractor shall purchase and maintain such insurance as will protect them from claims set forth below, which may arise out of or result from the Contractor's execution of the work, whether such execution be by themselves, or by any subcontractor or by anyone for whose acts any of them may be liable:

(Note: All insurance policies, except Worker's Compensation and Property Damage, shall name the Contractor as the insured and as an additional insured the Engineer and the Owner, on a primary and no-contributory basis, including a waiver of subrogation). The following shall be purchased by the Contractor:

1. Claims under Worker's Compensation, Disability Benefits and other similar Employee Benefit Acts.
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employee.
 3. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor, or (2) by any other person.
- B. Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or reduced, nor will the policy be lapsed at expiration, unless at least thirty (30) days prior written notice has been given to the Owner.
- C. The Contractor shall procure and maintain, at his own expense during the Contract duration, liability insurance as herein specified.
1. **AUTOMOBILE LIABILITY** - Every Contractor shall take out and maintain during the life of this Contract Automobile Liability Insurance on an occurrence basis covering all owned, non-owned and hired vehicles with the limits of not less than:
 - Bodily Injury \$ 500,000 Each Person
 - Property Damages \$ 500,000 Each Occurrence
 - No Fault Benefits Statutory Benefits

2. **GENERAL LIABILITY** - Every Contractor shall take out and maintain during the life of this Contract, which includes the guarantee period, such Comprehensive General Liability Insurance, on an occurrence basis, to protect him from claims for damages for Bodily Injury and for Property Damage with limits not less than:

- Bodily Injury \$ 1,000,000 Combined, Single Limit

Catastrophe Excess Liability or Umbrella policies are also required in the amount of \$2,000,000.

3. **OWNERS / CONTRACTORS PROTECTIVE LIABILITY** – Protects both the project Owner and Contractor, assuring General Liability coverage for the duration of the project, and names the Engineer as an additional insured. The General Liability Policy should be written to include Protective Liability for Bodily Injury and Property Damage with limits not less than those specified above to protect the Contractor, along with the Owner and Engineer against claims arising from the operations of any subcontractors which he employs on the project.
4. **CONTRACTUAL LIABILITY** - The above policies for General Liability Insurance shall be written to include Contractual Liability for Bodily Injury and Property Damage for limits not less than those specified above, insuring the provisions in the Contract for indemnification of the Owner.
5. In the event the operations of the Contractor or his Subcontractor involve use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling or backfilling, or pile driving, such work shall not be undertaken until satisfactory evidence in writing has been submitted to the Owner and Engineers that the Contractor's Property Damage Liability insurance covers injury to or destruction of underground property, such as wires, conduits, pipes, mains, sewers, tanks, tunnels, or similar property, or any apparatus in connection therewith, beneath the surface of the ground or water, and to any other property, whether it be the property of the Owner or of others.

In the event the operations of the Contractor or his Subcontractor include (1) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, coffer dam work or caisson work, or (2) moving, shoring, underpinning, raising or demolishing any building or structure or rebuilding or removal of any structural support thereof, such operations shall not commence until written evidence has been submitted to the Owner and Engineers that the Contractor's Insurance includes coverage for structural injury to or collapse of any building or structures.

The Owner may require increased Property Damage liability limits sufficient to cover injury or damage to property exposed to operations described in the three paragraphs above.

- D. The Contractor shall procure and maintain at his own expense, during the Contract time and the period of statutory limit on reporting and filing claims, in accordance with the provisions of the laws of the State in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the Contractor shall require such Subcontractor similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this Contract at the site of the project is not protected under Workmen's Compensation statute, the Contractor shall provide, and shall cause each Subcontractor to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

- E. **Property Insurance** - The Contractor shall take out and maintain during the course of construction, "all risk" insurance on the project on which the work under this Contract is performed, in an amount equal to 100 percent of the insurable value thereof, less a deductible amount of \$500.00 to be applied to any single loss. The insurance shall include all items of labor and materials, equipment and supplies, incident to the construction of said project, including all permanent fixtures and including temporary structures, scaffolding, stages and equipment not owned or rented by the Contractor, the cost of which is included in the cost of the work, while on the premises or within 100 feet thereof. This insurance shall not cover tools owned by mechanics, nor tools, equipment, forms, scaffolding, shanties, storage sheds, temporary offices and the like owned or rented by the Contractor, whether or not on the site of the work. Any loss amount to Five Hundred Dollars (\$500.00) or less shall be borne by the Contractor. Fire Insurance shall be written in the name of the Owner and be payable to the Owner as trustee for the Contractors as their respective interests may appear.

19. **BIDS**

The bid form provides a brief description of each of the bid items. The bid items are intended to be inclusive of all necessary work. Check the plans and specifications for the complete scope needed for each item of work. The bid form supplements the specifications.

Bids will be compared on the basis of the totals of the schedule of estimated quantities comprising all items at the respective Lump Sum Prices and/or unit prices Bid for those items. In the event there is a discrepancy between any figures written in words and written in figures, the price written in words shall govern. The Village reserves the right to waive any irregularities, mathematical errors or informalities in or to reject any or all bids in accordance with New York State General Municipal Law, Section 103.

20. **CERTIFICATION**

Bidders must certify that they will comply with all the provisions and all laws of the Labor Law applicable to construction operation and Contracts and that employees are being paid at prevailing wage rates for similar work in their area and that such wage scales and other provisions of employment conform to Section 220 of the Labor Law of the State of New York.

21. **INCREASE OR DECREASE IN ITEMS**

The Village reserves the right to increase or decrease any Item in this Contract they deem to be in the best interest of the Village.

22. **EXAMINATION OF SITE AND CONTRACT DOCUMENTS**

The Contractor agrees that before making his proposal he carefully examined the Contract Documents, together with the site of the proposed work, as well as its surrounding territory, and is fully informed regarding all the conditions affecting the work to be done and labor and materials to be furnished for the completion of this Contract, including the existence of wires, pipes and other facilities and structures of municipal and other public services corporations on, over and under the site, and that this information was secured by personal investigation and research and not from estimates or records of the Owner, and that he will make no claim against the Owner by reason of estimates, tests, representations of any Office or Agent of the Owner.

23. **OWNERS RIGHT TO ALTER PLANS**

The said work shall be performed in accordance with the true intent and meaning of the Contract Documents without any further expense of any nature whatsoever to the Owner other than the consideration named in this agreement. The Owner reserves the right at any time during the progress

of the work to alter the plans or omit any portion of the work as it may deem reasonably necessary in the public interest; making allowances for additions and deduction at the price named in the proposal, for this work without constituting grounds for any claim by the Contractor for allowances for damage or for loss of anticipated profit or for any variations between the approximate quantities and the quantities of the work as done.

24. **COOPERATION WITH OTHER CONTRACTORS**

The Contractor's attention is directed to the fact he/she may not have exclusive occupancy of the territory within or adjacent to the limits of the Contract. The Contractor will be required to cooperate with the Village and the neighboring parcel Owners, and to coordinate and arrange the sequence of the subject work to conform with the progressive operations of the work of the Village and the neighboring parcel Owners

In case of interference between the operations of the parcel Owners or the Village DPW, the Engineer for this Project shall be notified at once and work shall cease until the case of interference is resolved by the Engineer.

25. **QUANTITIES**

The quantities appearing in the prepared Bid schedule are approximate only and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract, and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased, diminished or omitted as hereinafter provided without in any way invalidating the unit prices Bid.

26. **OSHA REGULATIONS**

The Contractor shall observe OSHA regulations and all other codes and rules which may apply to this work, specifically, but not limited to, confined space, trenching and deep excavations regulations and codes.

27. **SALES TAX**

The Village of Wappingers Falls is exempt under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York on all materials which are incorporated into work pursuant to the provisions of the Contract. These taxes are not to be included in the Bid under New York State Tax Law, Article 28, Part III.

28. **WAGE RATES**

The Contractor shall be required to pay the Prevailing State Wage Rates as required by the State Government under New York State Laws of 1975, Chapter 752 and 753. Additionally, this project is subject to Federal Prevailing Wage Rates per the Davis Bason Act. **Copy of the New York State Prevailing Wage Rates and Federal Prevailing Wage Rates information will be issued by Addenda.** It shall be the Contractor's responsibility to familiarize themselves with any deviations between the Federal and the New York State Prevailing Wage Rates. Where the New York State and Federal Prevailing Wage Rates differ, the higher of the two shall be paid.

Contractor shall submit weekly, for each week in which any contract work is performed, a certified copy of all payrolls, including benefits, to the Engineer for the Project.

29. **NOTICE TO PROCEED**

The successful Bidder of this Contract agrees to start performing obligations described in the contract documents and preparing for construction work within ten (10) days of the Contract signing.

30. **SUPPORT OF EXISTING UTILITIES**

The Contractor is cautioned that the location of any storm drains, sanitary sewer lines, water mains or other utilities within or adjacent to the proposed construction as shown on the plans is intended for general information only.

The locations, depth, and data as to the underground conditions shown on the plans have been obtained from local information and conditions noted on the surface. This information is furnished without any warranty expressed or implied as to its exactness or completeness. The Contractor alone shall be responsible for the accurate determination of the location and depth of all structure and utilities and the nature of the underground strata and shall make no claim if the information furnished is erroneous in any respect or those shown or indicated.

It shall be the Contractor's responsibility to protect and support in a suitable manner all utilities or structures encountered in the trenching and excavating operations. The Contractor shall make good at their own expense any damage to these lines caused by these operations; and if the nature of the damage is such as to endanger the operation of these utilities and the necessary repairs are not immediately made by the Contractor, the work may be performed by the Owner or others and the cost thereof charged against the Contractor.

31. **BENCHMARKS**

All benchmarks and reference points vertical and horizontal (if any) will be given by the Owner. The Contractor shall be responsible to maintain the grade and alignment as shown on the plan as well as supply any surveying services necessary to execute work.

The Contractor must carefully preserve bench marks, reference points, and stakes set by the Engineer; and in case of their willful or careless destruction, he will be charged with the expense of their replacement; and he shall be responsible for any damages or mistakes that may be caused by their loss or disturbance. The cost for the surveying work will be included in the lump sum bid for Mobilization.

32. **EXISTING LITIGATION**

The Contractor and all Subcontractors shall, as a condition precedent to being awarded any work on this project, furnish to the owner a list of all litigation, arbitration or other legal proceedings in which the Contractor or Subcontractors have been directly or indirectly involved with in the last five years from the date of this agreement, and in which any owner, architect or engineer or any consultant to any owner, architect or engineer were named as parties to the litigation, arbitration or other legal proceedings.

33. **RELEASE OF LIENS**

The Owner, or his representative, may withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor on the work the full amount of wages required by the contract.

In the event of failure to pay any laborer or mechanic employed or working on the site of the work all or part of the wages required by the contract, the Owner or his representative may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment advance, or guarantee of funds until such violations have ceased.

The Contractor at the completion of 25%, 50%, 75% of the total contract bid amount and at the conclusion of the Contract shall submit a release of liens from all subcontractors, if any, and all suppliers showing the amount paid in full to each and the amount outstanding. At the conclusion of the Contract, release of liens from all subcontractors and suppliers, indicating that they have been paid in full must be received by the Owner, prior to the release of the final payment to the Contractor.

34. **PAYROLL RECORDS**

Payroll records will be maintained during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records will contain the name and address of each such employee, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made and actual wages paid. The Contractor will make his employment records available for inspection by authorized representatives of the Attorney General, and will permit such representatives to interview employees during working hours on the job.

The Contractor will, in addition, submit weekly a certified copy of all payrolls to the Owner, or his representative, as well as to the Dutchess County Department of Planning for all CDBG-R projects if applicable. Such copies shall be retained, in accordance with instructions, by the Owner for a period of 3 years from the date of completion of the contract, and shall be available for inspection by authorized representatives of the Attorney General. The certification will affirm that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Secretary of Labor and the classifications set forth for each laborer or mechanic conform with the work he performs.

35. **EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor agrees to take affirmative action to utilize at minority employees and female employees in the work force(s) associated within the construction Contract.

36. **NONDISCRIMINATION IN EMPLOYMENT**

Contracts for work under this proposal will obligate the contractors and sub-contractors not to discriminate in employment practices.

Bidders must, if requested, submit a compliance report concerning their employment practices and policies in order to maintain their eligibility to receive the award of the contract.

Successful bidders must be prepared to comply in all respects with the non-discrimination provisions to be found on the reverse of the Labor Standards Contract Provisions which are included in the specifications.

37. **NONSEGREGATED FACILITIES**

A. A Certification of Non-segregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a Federally assisted Construction Contract exceeding \$10,000.

B. Contractors receiving Federally assisted construction contract awards exceeding \$10,000 will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contractors were the subcontracts exceed \$10,000.

C. **NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON SEGREGATED FACILITIES.**

1) A Certification of Non-Segregated Facilities, as required by the May 9, 1967, order (32 F.R.

7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of subcontract exceeding \$10,000.

- 2) Contractors receiving subcontract awards exceeding \$10,000 will be required to provide for the forwarding of this Notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000.

38. **RESIDENCY REQUIREMENTS**

23 CFR 635.110(b) prohibits the Sponsor from imposing unusual contract specifications including conditions for award or submitting a bid such as residency requirements, geographical or other restrictions which tend to restrict competition. Such conditions **CANNOT** be part of the solicitation for bids or the bid proposal package nor appear in any advertisement for bids.

39. **CONSTRUCTION PROGRESS MEETINGS**

The Contractor is responsible for attending construction progress meetings every two weeks and is required to provide the Engineer with a written updated construction schedule for the upcoming month at each of the construction progress meetings. If necessary, the Engineer reserves the right to schedule additional progress meetings and have an updated construction schedule provided on a more frequent basis and/or as needed to discuss field conditions and schedule updates with the Contractor.

PROPOSAL FORM

BAIN PARK

Village of Wappingers Falls
Dutchess County, New York

PROPOSAL OF _____

HEREINAFTER CALLED “BIDDER” AN INDIVIDUAL, PARTNERSHIP OR CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF NEW YORK AS:

TYPE OF ORGANIZATION

TO: VILLAGE OF WAPPINGERS FALLS, HEREINAFTER CALLED “OWNER”

The Bidder, in compliance with your advertisement of October 9, 2023 for the:

Bain Park Play Equipment Area, CDBG Project

Village of Wappingers Falls
Dutchess County, New York

Having examined the Plans and Specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project, including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the Contract Documents of which this proposal is a part. Bidder hereby agrees to commence work under this Contract on or before a date to be specified in “INFORMATION TO BIDDERS” written by the Engineer, construction is to be complete by April 30, 2024. Bidder further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.

Bidder acknowledges receipt of the following addendum:

The following prices in the Proposal Form shall include all labor, materials, tools, equipment, dewatering, sheeting and/or shoring, pumping, overhead, profit, insurance, etc. and the doing of all work necessary to complete the items as specified and required. Changes shall be processed in accordance with the applicable portions of the General Conditions.

The Bid security, as described in Paragraph 5 of the Information for Bidders, is attached in the sum of:

_____ DOLLARS

(\$ _____) and shall become the property of the Owner in the event the Contract and Bond are not executed within the time set forth in Paragraph 6 of the Information for Bidders, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By: _____

_____ Address and zip code

DATE: _____

SEAL (If Bid is a Corporation)

PROPOSAL FORM

BAIN PARK

Village of Wappingers Falls
Dutchess County, New York

THE BIDDER AGREES TO PERFORM ALL THE WORK, SUPPLY ALL EQUIPMENT, MATERIAL AND PLACE INTO OPERATION AS SHOWN ON THE PLANS AND DESCRIBED IN THE SPECIFICATIONS FOR "BAIN PARK" FOR THE FOLLOWING PRICES. ALL ITEMS ARE TO BE FURNISHED AND INSTALLED IN PLACE, COMPLETE AND READY TO OPERATE.

THE CONTRACTOR IS REQUIRED TO BID ALL ITEMS LISTED.

ANY ITEMS WHICH ARE NOT COMPLETED, SHALL INVALIDATE ENTIRE BID.

BAIN PARK
 Village of Wappingers Falls, New York
BID FORM

Item No.	Item Description	Unit Mea.	Est. Quantity	Unit Price	Total Amount
1	Mobilization / Demobilization , complete.	LS	1	/ LS	\$ -
2	Erosion and Sediment Control , complete.	LS	1	/ LS	\$ -
3	Imported Fill and Grading , including selected fill, excavation, backfill, rough and finish grading, compaction, miscellaneous work, in-place, complete.	LS	1	/ LS	\$ -
4	Concrete Curb/Mow Strip , including excavation, backfill, rough and finish grading, subbase material, compaction, formwork, finishing, miscellaneous work, in place, complete.	LF	190	/ LF	\$ -
5	Pour-in-Place (PIP) Rubber Surface , including excavation, backfill, rough and finish grading, compaction, subbase material, SBR layer(s) installation, miscellaneous work, in-place, complete.	LS	1	/ LS	\$ -
6	Install Kompan Play Equipment , including moving equipment from storage within the Village to the site, protection of the equipment on site, installation of the equipment in conformance with manufacturer requirements, in-place, complete.	LS	1	/ LS	\$ -
7	Asphalt Walkway , including excavation, backfill, rough and finish grading, compaction, subbase material, top course asphalt, in-place, complete.	SY	90	/ SY	\$ -
8	Fencing and Gates , including excavation and backfill, subbase material, finishing, fence installation, miscellaneous work, in-place, complete.	LF	300	/ LF	\$ -
9	Install 3 Benches on Concrete Base , including excavation, backfill, rough and finish grading, subbase material, compaction, formwork, finishing, bench installation, miscellaneous work, in-place, complete.	LS	1	/ LS	\$ -

Bidder Initials

Company Name

BAIN PARK
 Village of Wappingers Falls, New York
BID FORM

Item No.	Item Description	Unit Mea.	Est. Quantity	Unit Price	Total Amount
10	Landscape Restoration , including excavation, finish grading, top soil, seeding, mulch, slope reinforcement, in-place, complete.	LS	1	/ LS	\$ -
11	Asphalt Parking Pavement Installation , including sawcut, excavation, removal of existing material, backfill, rough and finish grading, compaction, subbase material, binder course asphalt, top course asphalt, in-place, complete.	SY	220	/ SY	\$ -
12	Parking Pavement Markings and Accessible Parking Signs , including white and blue striping, blue handicap symbols, traffic paint, and Accessible Parking Signs, in-place, complete.	LS	1	/ LS	\$ -
13	Maintenance and Protection of Traffic during parking lot paving, complete.	LS	1	/ LS	\$ -
14	Rock Excavation , including excavation, road subbase material, compaction, in-place, complete. *As required and authorized	CY	20	/ CY	\$ -
15	Allowances *As required and authorized	LS	1	\$ 15,000.00 / LS	\$ 15,000.00

TOTAL BASE BID AMOUNT =

Bidder Initials

Company Name

PROPOSAL FORM

BAIN PARK

Village of Wappingers Falls
Dutchess County, New York

TOTAL BASE BID: FIGURES: _____

TOTAL BASE BID: WORDS: _____ DOLLARS

AND _____ CENTS

Bidders Initials

SUMMATION: The summation of this bid for this Contract is based on the approximate statement of quantities given above and the prices bid and stipulated for the various items. This statement is made with the understanding that it is not a part of the bid and is solely a matter of information for convenience in comparing the bids at the time of opening.

The Bidder further declares that they are the only person/persons interested in this Proposal and that it is made without any connection with any other person or persons making proposals for the same work and that it is in all respects fair and without collusion or fraud.

And Bidder does hereby agree that if this Proposal is accepted, they will execute and deliver bond in a penalty equal to the amount of the Contract to that approved by the Village to construct the work at the price and upon the terms proposed according to the drawings and specifications of the Village.

Accompanying the Proposal under separate cover, is a Bid Bond, cash, cashier's check, or certified check for 5% of bid amount payable to the Village of Wappingers Falls. In case this Proposal is accepted by the Village, and the undersigned shall fail to execute the Contract with, and to give a bond to the Village according to the "Information to Bidders", then the said Bid Bond, cash, cashier's check, or certified check shall become the property of the Village; otherwise it shall be returned to the undersigned.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the date of opening the bids, or anytime thereafter before this bid is withdrawn, the undersigned shall within five (5) days after date of such mailing, telegraphing, or delivering of such notice, execute and deliver a Contract, and a Performance Bond as called for in the "Information to Bidders".

CONTRACT AGREEMENT AND ACKNOWLEDGMENT

AGREEMENT

CA – 1 and CA – 2

ACKNOWLEDGMENTS

CA – 3

**BAIN PARK PLAY EQUIPMENT AREA, CDBG PROJECT
VILLAGE OF WAPPINGERS FALLS
DUTCHESS COUNTY, NEW YORK**

AGREEMENT

FOR THE CONSTRUCTION OF THE WORK AS SPECIFIED IN THE DOCUMENTS OF THIS CONTRACT FOR THE CONSTRUCTION OF **BAIN PARK PLAY EQUIPMENT AREA, CDBG PROJECT** IN THE VILLAGE OF WAPPINGERS FALLS.

THIS AGREEMENT ENTERED INTO THIS _____ DAY OF _____, 20____ BY THE VILLAGE OF WAPPINGERS FALLS, NEW YORK, ACTING BY AND THROUGH THE BOARD HEREINAFTER REFERRED TO AS THE OWNER AND _____
_____ HEREINAFTER CALLED THE CONTRACTOR.

WITNESSETH: THAT THE OWNER AND THE CONTRACTOR AGREE TO AS FOLLOWS:

1. THE PLANS, GENERAL REQUIREMENTS, SPECIFICATIONS AND ADDENDA AS PREPARED BY VERMA ENGINEERING AND CONSULTING., HEREINAFTER ENUMERATED SHALL FORM PART OF THIS CONTRACT AND THE PROVISIONS THEREOF SHALL BE AS BINDING UPON THE PARTIES AS IF THEY WERE HEREIN FULLY SET FORTH.
2. THE CONTRACTOR FOR AND IN CONSIDERATION OF THE PAYMENT OR PAYMENTS HEREIN SPECIFIED AND AGREED TO BY THE OWNER HEREBY AGREES TO FURNISH AND DELIVER ALL THE MATERIALS TO DO AND PERFORM ALL THE WORK AND LABOR NECESSARY TO CONSTRUCT THE PROPOSED **BAIN PARK PLAY EQUIPMENT AREA, CDBG PROJECT** AT THE UNIT PRICES BID FOR ALL CONTRACT ITEMS NUMBERS BY SAID CONTRACTOR FOR THE RESPECTIVE QUANTITIES, AGGREGATING APPROXIMATELY TO THE SUM OF \$ _____ AND SUCH OTHER ITEMS AS ARE MENTIONED IN THE ORIGINAL PROPOSAL WHICH PROPOSAL AND PRICES NAMED, TOGETHER WITH THE INSTRUCTIONS TO BIDDERS, GENERAL CONDITIONS, PLANS AND SPECIFICATIONS ARE MADE A PART OF THE CONTRACT AND ACCEPTED AS SUCH.

THE CONTRACTOR FURTHER AGREES THAT ALL OF THE SAID WORK SHALL BE DONE AND PERFORMED IN THE BEST AND WORKMANLIKE MANNER AND THAT PROMPT PAYMENT WILL BE MADE IN FULL FOR LABOR AND MATERIALS USED IN THE WORK AND THAT ALL SAID LABOR AND MATERIALS SHALL BE IN STRICT ACCORDANCE WITH THE CONTRACT DOCUMENTS AND SHALL BE SUBJECT TO THE OBSERVATION AND APPROVAL OF THE ENGINEER.

3. THE CONTRACTOR FURTHER AGREES THAT THEY WILL BEGIN THE WORK WITHIN TEN (10) DAYS OF THE DATE HEREOF AND COMPLETE THE WHOLE WORK WITHIN THE TIMES AS SPECIFIED IN THE INSTRUCTIONS TO BIDDERS.

4. PAYMENTS SHALL BE MADE FOR 95% OF ALL WORK COMPLETED BY THE FIRST OF EACH MONTH AS VERIFIED BY THE OWNER'S REPRESENTATIVE. NO PAYMENTS SHALL BE MADE FOR ANY MATERIAL UNLESS INCORPORATED IN THE WORK. THE OWNER WILL RETAIN 5% OF THE AMOUNT OF EACH ESTIMATE UNTIL FINAL COMPLETION AND ACCEPTANCE OF ALL WORK COVERED BY THIS CONTRACT AT WHICH TIME THE FINAL RETAINAGE (TO BE HELD BY THE VILLAGE FOR ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE) SHALL BE REDUCED TO 3%.

5. THIS AGREEMENT SHALL BIND THE SUCCESSOR, ASSIGNS, AND REPRESENTATIVES OF THE PARTIES THERETO:

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED BY THE OWNER, AND THE CONTRACTOR ON THE DAY AND YEAR FIRST WRITTEN ABOVE.

VILLAGE OF WAPPINGERS FALLS: BY: _____
(MAYOR)

CONTRACTOR BY: _____
(PRESIDENT/OWNER)

ACKNOWLEDGMENT BY CONTRACTOR

STATE OF NEW YORK)
COUNTY OF DUTCHESS) SS.

ON _____, 20 __, BEFORE ME, THE UNDERSIGNED,
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED

PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE INDIVIDUAL, OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL ACTED, EXECUTED THE INSTRUMENT.

NOTARY PUBLIC

ACKNOWLEDGMENT OF VILLAGE MAYOR

STATE OF NEW YORK)
COUNTY OF DUTCHESS)SS.

ON _____, 20 __, BEFORE ME, THE UNDERSIGNED,
A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED RICK CERINO,
PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE INDIVIDUAL WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE INDIVIDUAL, OR THE PERSON UPON BEHALF OF WHICH THE INDIVIDUAL ACTED, EXECUTED THE INSTRUMENT.

NOTARY PUBLIC

SEAL

BID BOND AND PERFORMANCE BOND INFORMATION

TYPICAL BID BOND

B – 2 and B – 3

PERFORMANCE BOND INFORMATION

B-4 and B-5

AIA Document A312 Performance and Payment Bond are acceptable.

BID BONDS

Known all men by these present, that we, the undersigned, _____ as principal, and _____ as surety, are hereby held and firmly bound unto _____ as Owner in the penal sum of _____ for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed, this _____ day of _____.

The conditions of the above obligation is such that whereas the principal has submitted to the Village of Wappingers Falls a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the performance of a utility improvements and roadway reconstruction project in the Village of Wappingers Falls.

Now therefore,

- A. If said bid shall be rejected, or in the alternate,

- B. If said bid shall be accepted and the principal shall execute and deliver a Contract in the form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for his faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith , and shall in all other respects perform the Agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said surety and its bond agrees shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid and said surety does hereby waive notice of any such extension.

In witness whereof, the principal and the surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal / President / Owner

Surety

By: _____

PERFORMANCE BOND INFORMATION

AIA Document A312 Performance and Payment Bond are acceptable.

PERFORMANCE BOND FORM

PROJECT: BAIN PARK PLAY EQUIPMENT AREA, CDBG PROJECT
Village of Wappingers Falls, Dutchess County, New York

CONSTRUCTION CONTRACT No.: (VEC PROJECT NUMBER 23-1004)

NAME OF CONTRACT: BAIN PARK PLAY EQUIPMENT AREA, CDBG PROJECT

NAME OF CONTRACTOR: _____

ADDRESS: _____

BONDING COMPANY OR PERSON ISSUING SECURITY BOND: _____

BONDING COMPANY AGENT: _____

ADDRESS: _____

TELEPHONE NO.: _____

AMOUNT OF BOND: \$ _____

DURATION OF BOND: From _____ to _____

IDENTIFICATION NUMBER OF BOND: _____

NOTICE OF AWARD

DATE: _____

TO: _____
(BIDDER)

PROJECT NAME: BAIN PARK PLAY EQUIPMENT AREA, CDBG PROJECT
VILLAGE OF WAPPINGERS FALLS
DUTCHESS COUNTY, NEW YORK

OWNER’S CONTRACT NO.:

CONTRACT FOR:

INSTALLATION OF RUBBER SURFACE, PLAYGROUND EQUIPMENT, AND PROTECTIVE MOW STRIP / CONCRETE CURBING, CONSTRUCTION OF ASPHALT PARKING AREA AND WALKING PATHS, INSTALLATION OF FENCING, AND LANDSCAPE RESTORATION FOR PROPOSED GRASS AREAS, INCLUDING ALL APPURTENANCES.

YOU ARE NOTIFIED THAT YOUR BID DATED _____, 20____ FOR THE ABOVE CONTRACT HAS BEEN CONSIDERED. YOU ARE THE APPARENT SUCCESSFUL BIDDER AND HAVE BEEN AWARDED A CONTRACT FOR: **BAIN PARK PLAY EQUIPMENT AREA, CDBG PROJECT.**

(INDICATE TOTAL WORK, ALTERNATIVES OR SECTIONS OF WORK AWARDED)

THE CONTRACT PRICE FOR YOUR CONTRACT IS:

YOU MUST COMPLY WITH THE FOLLOWING CONDITIONS PRECEDENT WITHIN TEN (10) DAYS OF THE DATE OF THIS NOTICE OF AWARD THAT IS BY _____

1. YOU MUST DELIVER THE CONTRACT SECURITY (BONDS) PRIOR TO THE CONTRACT AGREEMENT EXECUTION AS SPECIFIED IN THE INSTRUCTION TO BIDDERS AND GENERAL PROVISIONS.
2. OBTAIN THE NECESSARY INSURANCE AS SPECIFIED IN THE INFORMATION TO BIDDERS AND SUBMIT INSURANCE CERTIFICATES.
3. YOU MUST MAKE YOURSELF AVAILABE TO EXECUTE THE CONTRACT AGREEMENT AT A LOCATION TO BE NAMED BY THE OWNER IN A TIMELY FASHION.

FAILURE TO COMPLY WITH THESE CONDITIONS WITHIN THE TIME SPECIFIED WILL ENTITLE OWNER TO CONSIDER YOUR BID ABANDONED, TO ANNUL THIS NOTICE OF AWARD AND TO DECLARE YOUR BID SECURITY FORFEITED.

VILLAGE OF WAPPINGERS FALLS

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)

NOTICE TO PROCEED

DATE: _____

TO: _____
(BIDDER)

PROJECT NAME: BAIN PARK PLAY EQUIPMENT AREA, CDBG PROJECT
VILLAGE OF WAPPINGERS FALLS
DUTCHESS COUNTY, NEW YORK

OWNER'S CONTRACT NO.:

CONTRACT FOR:

INSTALLATION OF RUBBER SURFACE, PLAYGROUND EQUIPMENT, AND PROTECTIVE MOW STRIP / CONCRETE CURBING, CONSTRUCTION OF ASPHALT PARKING AREA AND WALKING PATHS, INSTALLATION OF FENCING, AND LANDSCAPE RESTORATION FOR PROPOSED GRASS AREAS, INCLUDING ALL APPURTENANCES.

YOU ARE NOTIFIED THAT THE CONTRACT TIME UNDER THE ABOVE CONTRACT WILL COMMENCE TO RUN ON NOVEMBER 13, 2023. BY THAT DATE, YOU ARE TO START PERFORMING THE WORK AND YOUR OBLIGATIONS UNDER THE CONTRACT DOCUMENTS. THE DATE OF CONSTRUCTION COMPLETION AND CLOSEOUT OF CONSTRUCTION CONTRACT ARE SET FORTH IN THE INFORMATION TO BIDDERS;

VILLAGE OF WAPPINGERS FALLS

BY: _____
(AUTHORIZED SIGNATURE)

(TITLE)

PREVAILING NEW YORK STATE WAGE SCALE

Included in the next pages.

Where the New York State and Federal Wage Rates differ, the higher of the two shall be paid.

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) 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 12226

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

Dutchess County General Construction

Boilermaker **10/01/2023**

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2023	01/01/2024
Boilermaker	\$ 65.88	\$ 67.38
Repairs & Renovations	65.88	67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 26.49	+ \$26.85

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

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

OVERTIME PAY

See (*B, O, **U) on OVERTIME PAGE

Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.12	\$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

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

4-5

Carpenter **10/01/2023**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Marine Construction:

Marine Diver	\$ 74.03 + 9.79*
Marine Tender	\$ 53.57 + 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 45.34
---------------	----------

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms.

1st year	\$ 25.60 + 5.30*
2nd year	31.20 + 5.30*
3rd year	39.58 + 5.30*
4th year	47.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits
Per Hour:

All terms	\$ 31.83
-----------	----------

8-1456MC

Carpenter

10/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2023

Building: Millwright	\$ 46.00 + 8.17*
-------------------------	---------------------

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.31
------------	----------

OVERTIME PAY

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

HOLIDAY

Paid: See (18,19) on HOLIDAY PAGE.
Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices
Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$28.01	\$30.34	\$34.67	\$43.33
+ 4.27*	+ 5.06*	+ 5.81*	+ 7.31*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$22.55	\$24.34	\$26.45	\$29.18

8-740.2

Carpenter

10/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading 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

Per hour: 07/01/2023

Carpet/Resilient

Floor Coverer \$ 34.45
 + 3.25*

*This portion is not subject to overtime premiums

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 28.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$15.75	\$18.87	\$23.55	\$28.23
+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

Carpenter - Building / Heavy&Highway

10/01/2023

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2023	07/01/2024	07/01/2025	07/01/2026
		Additional	Additional	Additional
Base Wage	\$ 35.81	\$ 2.16**	\$ 2.23**	\$ 2.30**
	+ 4.88*			

Applies to Diver (Wet):

Base Wage	\$ 50.00
	+ 4.88*

*For all hours paid straight or premium.

**To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 31.30

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

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

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

1st	2nd	3rd	4th	5th
\$ 17.91	\$ 21.49	\$ 23.28	\$ 25.07	\$ 28.65
+2.58*	+2.58*	+2.58*	+2.58*	+2.58*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms \$ 16.32

11-279.2B/H&H

Electrician

10/01/2023

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

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

Per hour:

	07/01/2023	04/01/2024
Electrician Wireman/ Technician Electrical/Technician Projects under \$ 250,000.00	\$ 45.50 + 9.00*	\$ 46.50 + 9.50*
over \$ 250,000.00	\$ 49.50 + 9.00*	\$ 50.50 + 9.50*

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	\$ 53.39 + 9.00*	\$ 54.56 + 9.50*
over \$ 250,000.00	\$ 58.08 + 9.00*	\$ 59.30 + 9.50*

Shift worked between 12:30am & 8:30am		
Electrical/Technician Projects under \$ 250,000.00	\$ 59.81 + 9.00*	\$ 61.12 + 9.50*
over \$ 250,000.00	\$ 65.06 + 9.00*	\$ 66.35 + 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	04/01/2024
Journeyman	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% 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

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	18.72 +1.00*	24.97 +1.00*	31.21 +1.50*	37.45 +2.00*	43.69 +2.50*	46.82 +2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*

2nd Shift	18.39	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	20.60	24.97	31.21	47.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2023

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

Electrician

10/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

Electrician Wireman/Technician	07/01/2023	04/01/2024
	\$ 49.50	\$ 50.50
	+9.00*	+ 9.50*

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 when shift is worked:

Between 4:30pm & 12:30am	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.50*

Between 12:30am & 8:30am	\$ 65.06 + 9.00*	\$66.35 + 9.50*
--------------------------	---------------------	--------------------

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	04/01/2024
Journeyman	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% 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

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	18.72 +1.00*	24.97 +1.00*	31.21 +1.50*	37.45 +2.00*	43.69 +2.50*	46.82 +2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	18.39 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	20.60 +1.00*	24.97 +1.00*	31.21 +1.50*	47.45 +2.00*	43.69 +2.50*	46.82 +2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.50*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	18.78 +1.00*	22.76 +1.00*	28.45 +1.50*	34.13 +2.00*	39.82 +2.50*	42.67 +2.50*
3rd Shift	21.04 +1.00*	25.49 +1.00*	31.86 +1.50*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.00*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	18.78 +1.00*	22.76 +1.00*	28.45 +1.00*	34.13 +2.00*	39.82 +2.50*	42.67 +2.50*
3rd Shift	21.04 +1.00*	25.49 +1.00*	31.86 +1.00*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34 +1.00*	\$ 19.80 +1.00*	\$ 24.75 +1.00*	\$ 29.70 +2.00*	\$ 34.65 +2.50*	\$ 37.13 +2.50*
2nd Shift	19.17 +1.00*	23.23 +1.00*	29.03 +1.00*	34.84 +2.00*	40.64 +2.50*	43.55 +2.50*

3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2023

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

Elevator Constructor

10/01/2023

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	07/01/2023	01/01/2024
Mechanic	\$ 67.35	\$ 70.15
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2023	01/01/2024
Journeyman/Helper	\$ 37.335*	\$ 37.885*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour worked:

Same as Journey person/Helper

1-138

Glazier

10/01/2023

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 61.64

*Scaffolding 65.64

Window Film

**Repair & Maintenance 30.76

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$184,000.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 40.20

Window Film

Repair & Maintenance 23.19

OVERTIME PAY

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

For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

For 'Repair & Maintenance'

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2023

1st term \$ 21.93

2nd term 30.05

3rd term 39.95

4th term 48.97

Supplemental Benefits:

(Per hour)

1st term \$ 18.25

2nd term 25.97

3rd term 31.27

4th term 34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost

10/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2023	06/01/2024
Insulator	\$ 59.25	+ \$ 2.50
Discomfort & Additional Training**	62.31	+ \$ 2.50
Fire Stop Work*	31.77	+ \$ 2.50

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 37.35
Discomfort & Additional Training	39.39
Fire Stop Work: Journeyworker	19.03

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 31.77	\$ 37.26	\$ 42.76	\$ 48.26

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 33.30	\$ 39.09	\$ 44.90	\$ 50.71

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 19.03
2nd term	22.69
3rd term	26.36
4th term	30.03

Discomfort & Additional Training Apprentices:

1st term	\$ 20.06
2nd term	23.92
3rd term	27.78
4th term	31.66

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2023	07/01/2024 Additional	07/01/2025 Additional	07/01/2026 Additional
Structural	\$ 52.63	\$ 2.00*	\$ 2.00*	\$2.00*
Reinforcing*	52.63	2.00*	2.00*	2.00*
Ornamental	52.63	2.00*	2.00*	2.00*
Chain Link Fence	52.63	2.00*	2.00*	2.00*

* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 52.63
2nd Shift	67.34
3rd Shift	72.24

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 43.47
------------	----------

OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 26.32	\$ 31.58	\$ 36.85	\$ 42.10
2nd Shift	36.16	42.40	48.64	54.86
3rd Shift	39.45	46.00	52.57	59.12

Supplemental Benefits per hour:

1st year	\$ 37.35
2nd year	38.57
3rd year	39.80
4th year	41.02

11-417

Laborer - Building

10/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

07/01/2023	06/01/2024
------------	------------

GROUP # 1	\$ 39.00*	+ \$ 2.00
GROUP # 2	41.35*	+ \$ 2.00

*Subtract \$ 4.50 to calculate overtime premium

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 28.60

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour: 07/01/2023

1000 Hour terms

1st term	\$ 28.08
2nd term	31.90
3rd term	35.72
4th term	39.54

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms \$ 23.20

8-235

Laborer - Building

10/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

	07/01/2023	06/01/2024	06/01/2025 Additional	06/01/2026 Additional
Class 4	\$ 47.30	\$ 49.00	\$ 2.90*	\$ 3.00*

*To be allocated at a later date.

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 is 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:

Journeyman	\$ 32.40	\$ 33.50
Shift	39.46	\$ 40.84

OVERTIME PAY

See (B, *E, E5, **Q) on OVERTIME PAGE

*For first 8 hours on Saturday

**When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

HOLIDAY

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	34.27	TBD

11-17tox B

Laborer - Heavy&Highway

10/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown, Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION(Five feet or more outside of building foundation line)

WAGES:(per hour)	07/01/2023	06/01/2024
Class 3	\$ 49.40	Additional \$ 2.45*

* To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 32.28
Shift	37.96

OVERTIME PAY

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

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**For Saturday Holidays, Two and one Half Benefits for all hours worked.

***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35

3rd term	35.40	36.70
4th term	39.55	41.00
Supplemental Benefits per hour:		
All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	33.08	TBD

11-17tox HH

Laborer - Heavy&Highway

10/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalars, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour	07/01/2023	05/01/2024
Group I:	\$ 48.05	+ \$ 2.25
Group II:	46.70	+ \$ 2.25
Group III:	46.30	+ \$ 2.25
Group IV:	45.95	+ \$ 2.25
Group V:	45.60	+ \$ 2.25
Group V(A):	39.25	+ \$ 2.25
Group VI:	47.60	+ \$ 2.25

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023
Journeyman	\$ 28.05
	38.35*

*Applies for contracting agency mandated irregular shift work

OVERTIME PAY

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

HOLIDAY

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

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

1st Term	\$ 28.08
2nd Term	31.90
3rd Term	35.72
4th Term	39.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay. All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental Benefits per hour:
 All Terms \$ 23.20

8-235h

Laborer - Tunnel **10/01/2023**

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

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

WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2023	06/01/2024	06/01/2025
Class 1	\$ 55.55	\$ 57.05	\$ 58.55
Class 2	57.70	59.20	60.70
Class 4	64.10	65.60	67.10
Class 5	47.65	49.90	51.40

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 35.73	\$ 36.98	\$ 38.23
Benefit 2	51.01	TBD	TBD
Benefit 3	71.28	TBD	TBD

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

11-17/60/235/754Tun

Lineman Electrician

10/01/2023

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

A 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, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

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)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder,		
Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder, Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

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	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

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 %

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q, X) 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 at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249a

Lineman Electrician - Teledata **10/01/2023**

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

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:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70	\$ 5.70	\$ 5.70
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly 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 **10/01/2023**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

ENTIRE COUNTIES
 Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

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

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

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.02)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	50.60	51.82
Certified Welder	53.13	54.41
Digging Machine	45.54	46.64
Tractor Trailer Driver	43.01	44.05
Groundman, Truck Driver	40.48	41.46
Equipment Mechanic	40.48	41.46
Flagman	30.36	31.09

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

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

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

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly	\$ 26.90 *plus 7% of the hourly

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) 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 **10/01/2023**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

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

WAGES

Per Hour:	07/01/2023	7/03/2023
Marble Cutters & Setters	\$ 62.82	\$ 63.12

SUPPLEMENTAL BENEFITS

Per Hour:		
Journeyworker	\$ 39.03	\$ 39.34

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

07/01/2023							
750 hour terms at the following wage							
1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82

Supplemental Benefits per hour:

07/01/2023							
1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.38	\$ 28.86	\$ 29.74	\$ 30.60	\$ 31.48	\$ 36.44	\$ 38.17	\$ 39.03

07/03/2023

Wage Per Hour:

750 hour terms at the following wage.							
1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12

Supplemental Benefits Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34

9-7/4

Mason - Building **10/01/2023**

JOB DESCRIPTION Mason - Building **DISTRICT 11**

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2023

Bricklayer	\$ 45.00
Cement Mason	45.00
Plasterer/Stone Mason	45.00
Pointer/Caulker	45.00

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

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

- Irregular workday requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 37.39
------------	----------

OVERTIME PAY

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.
 All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5du-b

Mason - Building

10/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

07/01/2023	12/04/2023	06/03/2024
------------	------------	------------

Building: Additional Additional

Tile, Marble,& Terrazzo Mechanic/Setter	\$ 57.29	\$ 0.64	\$ 0.64
--	----------	---------	---------

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 23.06*
 + \$7.68

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
	750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2023	\$21.70	\$26.66	\$33.75	\$38.69	\$42.25	\$45.70	\$49.29	\$54.23	\$57.09	\$61.25

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023	\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$16.86*	\$22.11*
	+\$0.73	+\$0.78	+\$0.88	+\$0.88	+\$1.37	+\$1.42	+\$1.83	+\$1.88	+\$6.03	+\$6.61

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
	750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2023	\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73

Supplemental Benefits per hour:

(Counties of Dutchess, Sullivan, Ulster)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023	\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
	+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18

* This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/52B

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2023	12/04/2023	06/03/2024
Building		Additional	Additional
Tile, Marble, & Terrazzo Finisher	\$ 47.06	\$ 0.55	\$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour	\$ 20.16*
	+ \$7.55

*This portion of benefits subject to same premium rate as shown for overtime wages

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE
 Double time rate applies after 10 hours on Saturdays.

HOLIDAY

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

9-7/88B-tf

Mason - Heavy&Highway **10/01/2023**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT 11**

ENTIRE COUNTIES
 Dutchess, Sullivan, Ulster

PARTIAL COUNTIES
 Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:	07/01/2023
Bricklayer	\$ 45.50
Cement Mason	45.50
Marble/Stone Mason	45.50
Plasterer	45.50
Pointer/Caulker	45.50

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

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

- Irregular workday requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyman \$ 37.39

OVERTIME PAY

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

HOLIDAY

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5du-H/H

Operating Engineer - Building

10/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I:

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc.(Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist(Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull(Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker(Air Ram), Paver(Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie(Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper(sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller(Under 4 Ton),Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station(Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2023	03/04/2024
GROUP I		
Cranes- up to 49 tons	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	68.53	69.77
Cranes- 100 tons and over	78.21	79.64
GROUP I-A	58.01	59.04
GROUP I-B	53.48	54.41
GROUP II	55.98	56.97
GROUP III-A	53.94	54.88
GROUP III-B	51.35	52.25
GROUP IV-A	53.40	54.33
GROUP IV-B	45.17	45.94
GROUP V	48.69	49.53
Group VI-A	56.96	57.96
GROUP VI-B		
Utility Man	46.21	47.00
Warehouse Man	48.52	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.
 Loader operators over 5 cubic yard capacity additional .50 per hour.
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.57	\$ 32.32
---------------	----------	----------

OVERTIME PAY

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

HOLIDAY

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

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

8-137B

Operating Engineer - Building

10/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASS A1*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

*** In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2023	07/01/2024
Class A1*	\$ 50.93	\$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

(*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

- All cranes 1000 tons and over, A1 rate plus \$7.00
- All cranes 800-999 tons, A1 rate plus \$6.00
- All cranes 600-799 tons, A1 rate plus \$5.00
- All cranes 400-599 tons, A1 rate plus \$4.00
- All cranes 200-399 tons, A1 rate plus \$3.00
- All cranes 111-199 tons, A1 rate plus \$2.25
- All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2023	07/01/2024
Journeyman	\$ 31.30	\$32.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

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

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All terms	\$ 26.60	\$27.70

1-158 Alb

Operating Engineer - Building **10/01/2023**

JOB DESCRIPTION Operating Engineer - Building **DISTRICT 9**

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

PARTIAL COUNTIES
 Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

WAGES
 NOTE: Construction surveying
 Party Chief--One who directs a survey party
 Instrument Man--One who runs the instrument and assists Party Chief.
 Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2023

Building Construction:

Party Chief	\$ 77.39
Instrument Man	61.25
Rodman	41.39

Steel Erection:

Party Chief	80.16
Instrument Man	63.60
Rodman	44.23

Heavy Construction-NYC counties only:
 (Foundation, Excavation.)

Party Chief	85.74
Instrument man	64.40
Rodman	54.90

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
Building Construction	\$ 28.04* +\$ 7.65
Steel Erection	28.64* +\$ 7.65
Heavy Construction	28.85* +\$ 7.64

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit: 21.19

OVERTIME PAY
 See (A, B, E, Q) on OVERTIME PAGE
 Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
 Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

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

9-15Db

Operating Engineer - Heavy&Highway **10/01/2023**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
 Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

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

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2023	03/04/2024
Group I	\$ 67.27	\$ 68.63
Group I-A	59.26	60.42
Group I-B	62.46	63.70
Group II-A	56.74	57.84
Group II-B	58.52	59.67
Group III	55.74	56.81
Group IV	50.63	51.57
Group IV-B	43.43	44.19
Group V		
Engineer All Tower, Climbing and		
Cranes of 100 Tons	76.24	77.82
Hoist Engineer(Steel)	69.01	70.41
Engineer(Pile Driver)	73.61	75.13
Jersey Spreader, Pavement Breaker (Air		
Ram)Post Hole Digger	58.06	59.19

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 33.75 up to 40 Hours	\$ 34.85 up to 40 hours
	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked	After 40 hours \$ 25.55* PLUS \$ 1.25 on all hours worked

*This amount is subject to premium

OVERTIME PAY

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

HOLIDAY

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

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

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rate.

1st term	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34
Supplemental Benefits per hour:		
	25.70	26.85

8-137HH

Operating Engineer - Heavy&Highway

10/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2023

Party Chief	\$ 81.72
Instrument Man	61.43
Rodman	52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

All Categories	
Straight Time:	\$ 25.25* + \$7.64
Premium:	
Time & 1/2	\$ 37.88* + \$7.64
Double Time	\$ 50.50* + \$7.64
Non-Worked Holiday Supplemental Benefits:	
	\$ 21.19

OVERTIME PAY

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

* Doubletime paid on all hours in excess of 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

Operating Engineer - Heavy&Highway

10/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

CLASSIFICATION A1*: All Cranes

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2023	07/01/2024
Class A1*	\$55.63	57.90
Class A	52.63	54.90
Class B	51.72	53.99
Class C	49.15	51.42

(*) TONNAGE RATING PREMIUMS:

- Cranes over 1000 tons, A1 rate plus \$7.00
- Cranes from 800-999 tons, A1 rate plus \$6.00
- Cranes from 600-799 tons, A1 rate plus \$5.00
- Cranes from 400-599 tons, A1 rate plus \$4.00
- Cranes from 200-399 tons, A1 rate plus \$3.00
- Cranes from 111-199 tons, A1 rate plus \$2.00
- Cranes from 65-110 tons, A1 rate plus \$1.50
- Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

- Tower Cranes, A1 rate plus \$3.00
 - Cranes in Luffer Configuration, A1 rate plus \$5.00
 - Cranes with external ballast (tray or wagon), A1 rate plus \$5.00
- NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2023	07/01/2024
Journey person	\$ 31.50	\$ 32.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All Terms	\$ 26.25	\$27.10

1-158H/H Alb

Operating Engineer - Heavy&Highway - Tunnel

10/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler, Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

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

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2023	03/04/2024
GROUP I	\$ 67.27	\$ 68.63
GROUP I-A	59.26	60.42
GROUP I-B	62.46	63.70
GROUP II-A	56.74	57.84
GROUP II-B	58.52	59.67

GROUP III	55.74	56.81
GROUP IV-A	50.63	51.57
GROUP IV-B	43.43	44.19
GROUP V-A		
Engineer-Cranes	76.24	77.82
Engineer-Pile Driver	73.61	75.13
Hoist Engineer	69.01	70.41
Jersey Spreader/Post Hole Digger	58.06	59.19

SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts
 on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

\$ 33.75 up to 40 hours	\$ 34.85 up to 40 hours
After 40 hours \$24.50 plus \$1.25 on all hours worked	After 40 hours \$25.55 plus \$1.25 on all hours worked

OVERTIME PAY

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

HOLIDAY

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

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

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES

(1)year terms at the following rates:

1st term	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34

Supplemental Benefits per hour:

All terms	\$ 25.70	\$ 26.85
-----------	----------	----------

8-137Tun

Operating Engineer - Marine Dredging

10/01/2023

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2023	10/01/2023
CLASS A1	\$ 43.94	\$ 45.26
Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.		

CLASS A2 Crane Operator (360 swing)	39.16	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 12.00 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50	\$ 11.75 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew

10/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew
ENTIRE COUNTIES

DISTRICT 12

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.
Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work
Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.90
------------	----------

OVERTIME PAY

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

*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour: 07/01/2023

Survey Classifications

Party Chief	\$ 47.15
-------------	----------

Instrument Man	39.30
Rodman	34.35

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.15

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

9-15dconsult

Operating Engineer - Survey Crew - Consulting Engineer

10/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuylar, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 28.90

OVERTIME PAY

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

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	\$ 23.70 / " 19.95
2001-3000	\$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

10/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunit Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection. Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 57.52	\$ 59.91	\$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:

	\$ 24.20	\$ 25.05	\$ 25.90
	+ 9.60*	+ 9.85*	+ 10.10*

* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (B, B2, E, Q, X) 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 shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

Painter

10/01/2023

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour	07/01/2023	07/01/2024 Additional
Brush/Paper Hanger	\$ 37.97	+ \$1.93*
Dry Wall Finisher	37.97	+ \$1.93*
Lead Abatement	37.97	+ \$1.93*
Sandblaster-Painter	37.97	+ \$1.93*
Spray Rate	38.97	+ \$1.93*

(*) To be allocated at later date.

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman	\$ 26.28
------------	----------

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

Six (6) month terms at the following percentage of Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term	\$ 11.14
All others	26.28

1-155

Painter - Bridge & Structural Steel **10/01/2023**

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	\$ 54.50	\$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL \$6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 11.78	\$ 12.43
	+ 30.85*	+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 21.80	\$ 22.40
	+ 4.04	+ 4.14
2nd year	\$ 32.70	\$ 33.60
	+ 6.06	+ 6.21

3rd year	\$ 43.60	\$ 44.80
	+ 8.08	+ 8.28
Supplemental Benefits - Per hour:		
1st year	\$.90	\$ 1.16
	+ 12.34	+ 12.62
2nd year	\$ 7.07	\$ 7.46
	+ 18.51	+ 18.93
3rd year	\$ 9.42	\$ 9.94
	+ 24.68	+ 25.24

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

8-DC-9/806/155-BrSS

Painter - Line Striping **10/01/2023**

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator:	\$ 10.03	\$ 22.24	\$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

1st Term:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

Painter - Metal Polisher **10/01/2023**

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

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Journeyworker:

All classification \$ 12.34

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber **10/01/2023**

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

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

WAGES

Per hour: 07/01/2023
Plumber &
Steamfitter \$ 57.08

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: \$ 42.38

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:

07/01/2023

1st year	\$ 21.80
2nd year	30.11
3rd year	34.93
4th year	41.89
5th year	48.24

Supplemental Benefits per hour:

1st year	\$ 17.95
2nd year	22.96
3rd year	26.66
4th year	30.82
5th year	33.99

8-21.2-SF

Plumber - HVAC / Service

10/01/2023

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: 07/01/2023

HVAC Service \$ 42.68
+ \$ 4.37*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
\$ 28.99

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 19.32	\$ 22.91	\$ 28.56	\$ 35.13	\$ 38.15
+\$2.39*	+\$2.70*	+\$3.25*	+\$3.88*	+\$4.12*

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

Supplemental Benefits per hour:

Apprentices	07/01/2023
1st term	\$ 20.84
2nd term	22.28
3rd term	23.85
4th term	26.01
5th term	27.55

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

10/01/2023

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

Per hour:	07/01/2023
Journeyworker:	\$ 48.51

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

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 34.76
---------------	----------

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 20.92
2nd year	23.24
3rd year	25.29
4th year	35.48
5th year	37.49

Supplemental Benefits per hour:

1st year	\$ 11.45
----------	----------

2nd year	13.46
3rd year	17.51
4th year	23.67
5th year	25.68

8-21.3-J&A

Roofer **10/01/2023**

JOB DESCRIPTION Roofer **DISTRICT 9**

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

WAGES

Per Hour:	07/01/2023	05/01/2024
		Additional
Roofer/Waterproofeer	\$ 46.50	\$2.50
	+ \$7.00*	

* This portion is not subjected to overtime premiums.

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

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 31.37
-----------	----------

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

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

REGISTERED APPRENTICES

(1) year term apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.28	\$ 23.25	\$ 27.90	\$ 34.88
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 4.03	\$ 15.85	\$ 18.95	\$ 23.61

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 17.67	\$ 20.93	\$ 23.25	\$ 27.90	\$ 34.88
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:					
	1st	2nd	3rd	4th	5th
	\$ 7.61	\$ 14.29	\$ 15.85	\$ 18.95	\$ 23.61

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker **10/01/2023**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 8**

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

WAGES

	07/01/2023
SheetMetal Worker	\$ 47.00
	+ 3.60*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
 10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 45.62

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 17.50	\$ 19.67	\$ 21.87	\$ 24.05	\$ 26.24	\$ 28.44	\$ 31.10	\$ 33.75
+ 1.44*	+ 1.62*	+ 1.80*	+ 1.98*	+ 2.16*	+ 2.34*	+ 2.52*	+ 2.70*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.53
2nd term	21.99
3rd term	24.42
4th term	26.88
5th term	29.32
6th term	31.75
7th term	33.72
8th term	35.71

8-38

Sprinkler Fitter

10/01/2023

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2023

Sprinkler \$ 50.86
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 30.19

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 24.77	\$ 27.53	\$ 30.03	\$ 32.78	\$ 35.53	\$ 38.29	\$ 41.04	\$ 43.79	\$ 46.54	\$ 49.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57

1-669.2

Teamster - Building / Heavy&Highway

10/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2023

GROUP 1	\$ 34.58
GROUP 1A	35.72
GROUP 2	34.02
GROUP 3	33.80
GROUP 4	33.69
GROUP 5	33.57
GROUP 6	33.57

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:	
First 40 hours	\$ 44.59
Over 40 hours	36.99

OVERTIME PAY

See (*B, E, **E2, ***P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

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

Overtime: See (*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway

10/01/2023

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

Group 1 Tractor Trailer Drivers
Group 2 Tri- Axle

Wages: 07/01/2023

Group 1 \$ 33.70
Group 2 29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

SUPPLEMENTAL BENEFITS

Per hour paid:
First 40 hours \$ 32.30
Over 40 hours 0.00

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder

10/01/2023

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

Per hour 07/01/2023

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

Dutchess County Residential

Carpenter - Residential **10/01/2023**

JOB DESCRIPTION Carpenter - Residential **DISTRICT 11**

ENTIRE COUNTIES
 Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

***IMPORTANT NOTE: Residential construction consists of those projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) floors in height, town homes, row houses, single family homes, mobile homes, multi-family houses, apartment building of four (4) floors or less and assisted living facilities of four (4) floors or less. Excluding dormitories and student housing. Four (4) stories shall be above ground level and shall not include the building's basement nor unfinished attic space.

07/01/2023

Carpenter \$ 23.28
 + 3.20*

*For all hours paid straight or premium.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 20.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms at the following rates:

1st	2nd	3rd	4th	5th
\$ 14.50	\$ 15.23	\$ 15.93	\$ 16.30	\$ 18.62
+1.71*	+1.71*	+1.71*	+1.71*	+1.71*

*For all hours paid straight or premium.

SUPPLEMENTAL BENEFITS per hour:

Apprentices all terms \$ 10.67

11-279.2r

Electrician - Residential **10/01/2023**

JOB DESCRIPTION Electrician - Residential **DISTRICT 11**

ENTIRE COUNTIES
 Orange, Putnam, Rockland

PARTIAL COUNTIES
 Dutchess: Towns of Fishkill, East Fishkill and Beacon.

WAGES

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

Per hour:

	07/01/2023	04/01/2024
Electrician Wireman/Technician	\$ 49.50 + 9.00*	\$ 50.50 + 9.50*

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 when shift is worked:

Between 4:30pm & 12:30am	\$ 58.08 + 9.00*	\$ 59.30 + 9.50*
Between 12:30am & 8:30am	\$65.06 + 9.00*	\$66.35 + 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

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

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	04/01/2024
Journeyman	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% 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

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	18.72 +1.00*	24.97 +1.00*	31.21 +1.50*	37.45 +2.00*	43.69 +2.50*	46.82 +2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	18.39 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	20.60 +1.00*	24.97 +1.00*	31.21 +1.50*	47.45 +2.00*	43.69 +2.50*	46.82 +2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.50*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	18.78 +1.00*	22.76 +1.00*	28.45 +1.50*	34.13 +2.00*	39.82 +2.50*	42.67 +2.50*
3rd Shift	21.04 +1.00*	25.49 +1.00*	31.86 +1.50*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.00*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	18.78 +1.00*	22.76 +1.00*	28.45 +1.00*	34.13 +2.00*	39.82 +2.50*	42.67 +2.50*
3rd Shift	21.04 +1.00*	25.49 +1.00*	31.86 +1.00*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34 +1.00*	\$ 19.80 +1.00*	\$ 24.75 +1.00*	\$ 29.70 +2.00*	\$ 34.65 +2.50*	\$ 37.13 +2.50*
2nd Shift	19.17 +1.00*	23.23 +1.00*	29.03 +1.00*	34.84 +2.00*	40.64 +2.50*	43.55 +2.50*
3rd Shift	21.47 +1.00*	26.02 +1.00*	32.52 +1.00*	39.03 +2.00*	45.53 +2.50*	48.79 +2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2023

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-R363/1

Electrician - Residential

10/01/2023

JOB DESCRIPTION Electrician - Residential

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

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

Per hour:

Electrician Wireman/ Technician Electrical/Technician Projects under \$ 250,000.00	07/01/2023	04/01/2024
	\$ 45.50	\$ 46.50
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 49.50	\$ 50.50
	+ 9.00*	+ 9.50*

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		
	\$ 53.39	\$ 54.56
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.50*

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

Electrical/Technician Projects under \$ 250,000.00		
	\$ 59.81	\$ 61.12
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 65.06	\$ 66.35
	+ 9.00*	+ 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

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

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

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	04/01/2024
Journeyman	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% 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

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.72	24.97	31.21	37.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.39	22.29	27.86	33.43	39.00	41.79
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	20.60	24.97	31.21	47.45	43.69	46.82
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	18.78	22.76	28.45	34.13	39.82	42.67
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.04	25.49	31.86	38.24	44.61	47.80
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage
09/01/2024	
1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-R363/2

Insulator - Heat & Frost - Residential **10/01/2023**

JOB DESCRIPTION Insulator - Heat & Frost - Residential **DISTRICT 8**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

***IMPORTANT NOTE: All residential plumbing, heating and air conditioning and site work in a single-family residence or a single family residential development under one roof, regardless of cost and garden type apartment buildings or developments which do not exceed three stories high.

Per hour:	07/01/2023	06/01/2024
Asbestos Worker	\$ 48.26	+ \$ 2.50
Apprentices	31.77	+ \$ 2.50
Fire Stop Work* Asbestos Worker	31.77	+ \$ 2.50

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

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

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	\$ 30.03
Apprentice	19.03
Fire Stop Work: Journeyworker	19.03

OVERTIME PAY

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

HOLIDAY

Paid:..... See (1) on HOLIDAY PAGE.

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

8-91R

Laborer - Residential (Toxic Only) **10/01/2023**

JOB DESCRIPTION Laborer - Residential (Toxic Only) **DISTRICT 11**

ENTIRE COUNTIES
 Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

WAGES

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

WAGES:(per hour)

07/01/2023

Premium \$ 37.50

This shall cover work within five feet of the building foundation line. This applies to the construction, alterations and repairs of detached houses, townhouses, duplexes, apartments not exceeding three stories in height and condominiums all of which shall serve as a primary residency.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 18.70

OVERTIME PAY

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

HOLIDAY

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

11-17tox R

Operating Engineer - Residential

10/01/2023

JOB DESCRIPTION Operating Engineer - Residential

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 then north along Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Route 44 and along Route 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

WAGES

IMPORTANT NOTE: Applies to all rehabilitation work on residential structures. "Rehabilitation" shall be defined to include all work, including demolition, repair and alteration on any existing structure which is intended for residential use. On new housing, applicable only to site construction of all new work done by the Employer on one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories above ground level and are used as dwellings.

Per hour

07/01/2023

Journeyperson

All Classifications \$ 46.52

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson

All Classifications \$ 23.62

OVERTIME PAY

See (B, E2, *H) on OVERTIME PAGE

*If Labor Day is worked, the rate of pay shall be at double time rate.

HOLIDAY

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

1-158r Alb

Sheetmetal Worker - Residential

10/01/2023

JOB DESCRIPTION Sheetmetal Worker - Residential

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

***IMPORTANT NOTE: HVAC work on single family dwellings, multiple family housing units, apartments and condominium homes where each individual family apartment is individually conditioned by separate and independent unit or system.

Per hour:

07/01/2023

Sheetmetal Worker \$ 33.10
 + 1.85

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
 10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 22.61

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES - Per hour:

(1/2) year terms at the following rates.

1st	2nd	3rd	4th	5th	6th	7th	8th
\$17.40	\$19.03	\$20.64	\$22.19	\$24.15	\$25.97	\$27.96	\$29.69
+\$.93	+\$1.03	+\$1.14	+\$1.25	+\$1.35	+\$1.44	+\$1.55	+\$1.66

Supplemental Benefits - Per hour:

1st	\$ 13.31
2nd	14.46
3rd	15.62
4th	16.84
5th	17.66
6th	18.63
7th	19.41
8th	20.45

8-38r

Sprinkler Fitter - Residential

10/01/2023

JOB DESCRIPTION Sprinkler Fitter - Residential

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Per hour

07/01/2023

Sprinkler \$ 41.21
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 30.19

OVERTIME PAY

See (B, H) on OVERTIME PAGE

HOLIDAY

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

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

1-669r2

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

PREVAILING **FEDERAL** WAGE SCALE

Included in the next pages.

Where the New York State and Federal Wage Rates differ, the higher of the two shall be paid.

A. APPLICABILITY

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

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

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

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

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

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

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

"General Decision Number: NY20230007 09/22/2023

Superseded General Decision Number: NY20220007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023
3	02/24/2023
4	06/30/2023
5	08/25/2023
6	09/22/2023

ASBE0040-003 05/01/2022

SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems.....	\$ 38.40	24.42
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 38.40	24.42

* ASBE0091-002 05/29/2023

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER		
Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....	\$ 44.97	47.35
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 44.97	47.35

BOIL0005-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 63.38	33%+47.22+a

FOOTNOTE:

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

 BRNY0005-001 06/01/2022

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone		
Masons.....	\$ 43.94	35.94
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone		
Masons.....	\$ 44.79	36.50
BRICKLAYER (HEAVY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone		
Masons.....	\$ 44.44	35.94
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone		
Masons.....	\$ 45.29	36.50
BRICKLAYER (HIGHWAY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone		
Masons.....	\$ 44.44	35.94

 CARP0279-005 07/01/2021

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers.....		
	\$ 39.04	28.38
HEAVY & HIGHWAY CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers.....		
	\$ 39.04	28.38

 CARP0740-002 07/01/2022

DUTCHESS AND ORANGE COUNTIES		
	Rates	Fringes

MILLWRIGHT.....\$ 45.50 41.86

CARP1556-005 07/01/2022

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Diver Tender.....	\$ 52.57	53.56
Diver.....	\$ 73.03	53.56
Dock Builder & Piledrivermen.....	\$ 58.16	53.56

ELEC0363-001 04/01/2023

	Rates	Fringes
ELECTRICIAN DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....	\$ 45.50	3%+37.67+a
ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES.....	\$ 49.50	3%+37.67+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

ELEC1249-002 05/02/2022

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 28.91	7%+34.90
Groundman (Digging Machine Operator).....	\$ 43.37	7%+34.90
Groundman (Truck Driver)....	\$ 38.55	7%+34.90
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 40.96	7%+34.90
Lineman and Technician.....	\$ 48.19	7%+36.90
Mechanic.....	\$ 38.55	7%+34.90

PAID HOLIDAYS:

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

ELEC1249-004 05/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction)		
Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :		
Flagman.....	\$ 32.82	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Groundman Truck driver.....	\$ 43.76	7%+34.40
Lineman and Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Substation:		
Cable Splicer.....	\$ 60.17	7%+35.40
Flagman.....	\$ 32.82	7%+34.40
Ground man truck driver....	\$ 43.76	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Lineman & Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40
Mechanic.....	\$ 44.82	7%+34.40

FOOTNOTE:

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

 ELEC1249-005 05/06/2019

SULLIVAN COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)		
Flagman.....	\$ 27.00	6.75%+24.15
Groundman (Digging Machine Operator).....	\$ 40.50	6.75%+24.15
Groundman (Truck Driver)....	\$ 36.00	6.75%+24.15
Groundman Truck Driver (tractor trailer unit).....	\$ 36.00	6.75%+24.15
Lineman & Technician.....	\$ 45.00	6.75%+24.15
Mechanic.....	\$ 36.00	6.75%+24.15

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

 ELEC1249-008 01/01/2022

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 36.28	3%+5.14
Groundman.....	\$ 18.25	3%+5.14
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 34.43	3%+5.14
Tree Trimmer.....	\$ 28.25	3%+10.23

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0138-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 67.35	37.335+a+b

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
- b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

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

NOTES: Hazmat: 20% above regular rate

Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd)1.00

FOOTNOTE:

- a. New Years Day, Memorial Day, Independence Day, Labor Day Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hlift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver

88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

	Rates	Fringes
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,
(Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and similar machines; Boat Captain; Boring Machine (all types); Bull Dozer-all sizes; Central Mix Plant Operator; Chipper-all types; Close circuit t.v.; Compactor with Blade; Concrete Portable Hoist; C.M.I. or similar; Conway or similar mucking machines; Gradall, Shovel Backhoe, etc. Grader; Derrick, (Stone- Steel; Elevator & cage, materials or passengers; Front end loaders over 1 1/2 yds.; Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit; Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist Engineer-Material, Hydraulic Boom; Letourneau or Tournapull (Scrapers over 20 yds. struck); Log Skidder; Movable Concrete Barrier Transfer & Transport Vehicle; mucking machines; overhead crane; paver (concrete); pulsemeter; push button (buzz box) elevator; road mix machines; Robot Hammer (brock or similar), Ross carrier and similar machines; shovels (tunnels); side boom; Slip Form Machine; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yards; trenching machines; telephies- vermeer concrete saw trencher and/or similar; tractor-type demolition equipment, Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton and over; Scrapers - 20 yards struck; Switch Tampers; Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

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

ENGI0158-006 07/01/2022

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 47.81	30.74
1.....	\$ 49.06	30.74
2.....	\$ 50.06	30.74
GROUP A.....	\$ 47.32	30.74
GROUP B.....	\$ 46.30	30.74
GROUP C.....	\$ 43.40	30.74

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, Oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

	Rates	Fringes
Power Equipment Operator		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 49.42	29.55
GROUP 2.....	\$ 48.51	29.55
GROUP 3.....	\$ 45.94	29.55
GROUP 4.....	\$ 53.42	29.55
GROUP 5.....	\$ 52.42	29.55
GROUP 6.....	\$ 51.42	29.55
GROUP 7.....	\$ 51.03	29.55

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Guniting Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule,

Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

 ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING, HEAVY & HIGHWAY		
GROUP 1.....	\$ 50.57	30.30
GROUP 2.....	\$ 48.98	30.30
GROUP 3.....	\$ 47.07	30.30
GROUP 4.....	\$ 45.44	30.30
GROUP 5.....	\$ 43.73	30.30
GROUP 6.....	\$ 52.39	30.30

NOTES:

Hazmat Premium 20%
 Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types);Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type);

Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chooper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); 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 lower hoist"; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement

Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee work one day during the calendar week in which the holiday occurs.

ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

Rates Fringes

Power equipment operators:
BUILDING CONSTRUCTION
STEEL ERECTION

GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: ""A"" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, 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.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's

Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

NOTES: Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, ets with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, ets with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Comgressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All ""Dual Purpose"" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:	
Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small,

Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks (Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inches suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Multiple Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

IRON0417-001 07/01/2022

	Rates	Fringes
IRONWORKER.....	\$ 41.38	49.95+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

* LAB00017-002 06/01/2019

	Rates	Fringes
LABORER		
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15

DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY &

HIGHWAY:)		
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
ORANGE AND ULSTER COUNTIES		
(BUILDING CONSTRUCTION:)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15
ORANGE, ULSTER, AND		
SULLIVAN COUNTIES (HEAVY &		
HIGHWAY)		
GROUP 1.....	\$ 33.15	27.15+a
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
GROUP 4.....	\$ 46.75	27.15+a
TUNNEL, SHAFT & CAISSON		
WORK		
GROUP 1.....	\$ 48.05	29.50+a

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind durface planner, wagon drill, welding; * asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are

not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striping, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work

including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy duty crawler master type HCMZ any drill using 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tuggler scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

LAB00235-003 05/01/2016

DUTCHESS COUNTY

Rates Fringes

Laborers:

BUILDING CONSTRUCTION		
GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25
GROUP 3.....	\$ 33.30	26.25

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold

builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LAB00235-005 05/01/2023

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 36.45	27.80+a
GROUP 2.....	\$ 42.80	27.80+a
GROUP 3.....	\$ 43.90	27.80+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

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

PAIN0009-004 05/01/2023

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 47.95	52.77

PAIN0155-003 05/01/2021

	Rates	Fringes
Painters:		
Drywall Finishers.....	\$ 35.94	24.66
Lead Abatement Work.....	\$ 35.94	24.66
Painter/Paperhanger.....	\$ 35.94	24.66

Spray Rate.....\$ 36.94 24.66

PAIN0806-008 10/01/2022

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

Rates Fringes

PAINTER

Structural steel and Bridge.\$ 54.50 52.73

PLUM0021-005 05/01/2022

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

Rates Fringes

PLUMBER/PIPEFITTER.....\$ 54.83 45.05

PLUM0373-002 05/01/2022

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

Rates Fringes

Plumber; Steamfitter.....\$ 49.45 43.07

REFRIGERATION MECHANIC.....\$ 37.34 35.07

PLUM0373-003 05/01/2022

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

Rates Fringes

Plumber; Steamfitter.....\$ 49.45 43.07

* ROOF0008-002 05/01/2023

Rates Fringes

ROOFER.....\$ 46.50 38.37

SFNY0669-002 04/01/2023

Rates Fringes

SPRINKLER FITTER.....\$ 50.86 30.19

* SHEE0038-001 07/01/2023

Rates Fringes

Sheet metal worker.....\$ 50.60 45.62

TEAM0445-001 05/01/2023

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.58	44.59+a
GROUP 1A.....	\$ 35.72	44.59+a
GROUP 2.....	\$ 34.02	44.59+a
GROUP 3.....	\$ 33.80	44.59+a
GROUP 4.....	\$ 33.69	44.59+a
GROUP 5.....	\$ 33.57	44.59+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

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

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their

own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage

payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISIO"

GENERAL CONDITIONS OF THE CONTRACT

DEFINITIONS	GC – 1 through GC – 4
MATERIALS AND WORKMANSHIP	GC – 5 and GC – 6
SPECIFICATIONS AND DRAWINGS	GC – 6
CONTROL OF WORK	GC – 6 through GC – 8
PROGRESS OF WORK	GC – 8 and GC – 9
PAYMENT	GC – 9 through GC – 12
ARBITRATION	GC – 13
NO COLLUSION OR FRAUD	GC – 13
SPECIAL REQUIREMENTS OF THE DEPARTMENT OF LABOR	GC – 13 and GC – 14
COMPLIANCE WITH GENERAL MUNICIPAL LAW	GC – 15
COMPLIANCE WITH FEDERAL LAW	GC – 15
ENGINEER NOT RESPONSIBLE	GC – 16
INDEMNIFICATION	GC – 16
SEPARATE CONTRACTS	GC – 16 and GC – 17
SUBCONTRACTING	GC – 17
ENGINEER’S AUTHORITY	GC – 17
LAND AND RIGHTS-OF-WAY	GC – 18
PERMIT AND CODES	GC – 18

GENERAL CONDITIONS

DEFINITIONS:

Wherever used in the Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

ADDENDA:

Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications, by additions, deletions, clarifications or corrections.

ATTORNEY:

The Village Attorney of the Village of Wappingers Falls or his Deputy.

BID:

The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the work to be performed.

BID DEPOSIT:

The security by the Bidder with his proposal for a project, as guarantee he will enter into a Contract for the work if his proposal is accepted.

BIDDER:

An individual, firm or corporation formally submitting a proposal for the work contemplated acting directly or through a duly authorized representative.

BONDS:

Bid, Performance and Payment Bonds (Materials & Labor) and other instruments of security, furnished by the Contractor and his surety in accordance with the Contract Documents.

CHANGE ORDER:

A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents, or authorizing an adjustment in the Contract price or Contract time.

CONTRACT DOCUMENTS:

The Contract, including Advertisement for Bids, Information for Bidders, Bid, Bid Bond, Agreement, Payment Bond, Performance Bond, Notice of Award, Notice to Proceed, Change Order, Drawings, Specifications and Addenda.

CONTRACT PRICE:

The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

CONTRACT TIME:

The number of calendar days stated in the Contract Documents for the completion of the work.

CONTRACTOR:

The individual, firm or corporation undertaking the execution of the work under the terms of the Contract and acting directly or through his/her, their, or its agents or employees.

DRAWINGS OR PLANS:

The part of the Contract Documents which show the characteristics and scope of the work to be performed and which have been prepared or approved by the Engineer.

ENGINEER:

The Engineer for the Project, authorized representatives of the Owner.

FIELD ORDER:

A written order effecting a change in the work not involving an adjustment in the Contract Price or an extension of the Contract Time issued by the Owner's Representative to the Contractor during construction.

FINAL COMPLETION:

The date of the Owner's acceptance of the Work from the Contractor upon written confirmation from the Owner's Representative and the Contractor that the Work is totally complete in accordance with the terms and conditions set forth in the Contract documents. Warranties required by the contract documents will commence on the date of final completion of the work unless otherwise provided in the certificate of substantial completion or contract documents.

MAYOR:

The presiding executive officer of the Village of Wappingers Falls, County of Dutchess, State of New York, being elected and duly sworn as same, to represent the Village of Wappingers Falls.

NOTICE OF AWARD:

The written notice of the acceptance for the Bid from the Owner to the successful Bidder.

NOTICE TO PROCEED:

Written communication issued by the Owner to the Contractor authorizing him to proceed with the work and establishing the date of commencement of the work.

OWNER:

The Village of Wappingers Falls, County of Dutchess, State of New York.

OWNER'S REPRESENTATIVE:

The authorized representative of the Owner who is assigned to the Project site or any part thereof.

PROJECT:

The undertaking to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE:

The authorized representative of the Owner who is assigned to the Project site or any part thereof.

SHOP DRAWINGS:

All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the work shall be fabricated or installed.

SPECIFICATIONS:

A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

STATE:

The State of New York.

SUBCONTRACTOR:

An individual firm or corporation having a direct Contract with the Contractor or with any other Subcontractor for the performance of a part of the work at the site.

SUBSTANTIAL COMPLETIONS:

That date as certified by the Owner's Representative when the construction of the project or a specified part thereof is sufficiently completed in accordance with Contract Documents so that the project or specified part can be utilized for the purpose for which it is intended.

SUPPLEMENTAL GENERAL CONDITIONS:

Modifications to General Conditions or such requirements that may be imposed by applicable State Laws.

SUPPLIER:

A person or organization who supplies materials or equipment for the work, including that fabricated to a special design, but who does not perform labor at the site.

SURETY:

The corporate body bound with and for the Contractor, for the full and complete performance of the Contract, and for the payment of all debts, pertaining to the work.

VILLAGE:

The Village of Wappingers Falls, County of Dutchess, State of New York, a municipal corporation comprising the inhabitants within its boundaries, and formed for the purpose of exercising such powers and discharging such duties of local government and administration of public affairs as have been, or may be conferred or imposed upon it by law.

WORK:

All labor necessary to produce the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in the project.

WRITTEN NOTICE:

Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party of his authorized representative on the work.

MATERIALS AND WORKMANSHIP:

These Specifications contemplate the use of first class materials throughout, used in such a manner as to produce completed construction which is workmanlike and acceptable in every detail. Only materials conforming to the requirements of these Specifications and approved by the Owner's Representative shall be used in the work.

Wherever a trade name or the name of a certain manufacturer appears in these Specifications, it is included to establish a quality of construction and design only. The absence of the "or equal" clause in any instance is not meant to exclude competition. Similar products of any manufacturers which are equal in quality, as determined by the Engineer, will be approved.

All work under this Contract shall be done in a manner acceptable to the Owner's Representative, who shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions which may arise to measurement of quantities and the fulfillment of the conditions of this Contract on the part of the Contractor.

All work, all materials whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the observation of the Owner's Representative, who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected material shall immediately be removed from the site. Acceptance of material and workmanship by the Owner's Representative shall not relieve the Contractor from any other obligations under this contract.

If in the opinion of the Owner's Representative it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Owner's Representative shall be equitable.

Material shall be stored so as to ensure the preservation of their quality and fitness for the work. Stored material shall be located so as to facilitate prompt inspection.

All materials not conforming to the requirements of these Specifications shall be considered as defective. No defective material, the defects of which have been subsequently corrected, shall be used until approval has been given.

The apparent silence of Specifications, Plans, special provisions and supplemental Specifications as to any detail or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of first quality are to be used. All interpretations of these Specifications shall be made upon the basis above stated.

The Contractor shall give his constant personal attention to the work while it is in progress or he shall place it in charge of a competent and reliable English-speaking Superintendent, who shall have authority to act for the Contractor and who shall be acceptable to the Owner's Representative. The Contractor shall, at all times, employ labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workmen must have sufficient skill and experience to properly perform the work assigned them.

All workman engaged in special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved. Any person employed by the Contractor whom the Owner's Representative may deem incompetent or unfit to perform the work shall be at once discharged, and shall not be again employed.

The work under construction shall be kept clean, and as the work progresses, the Contractor shall systematical and thoroughly clean and make any needed repairs to all portions of the work under the Contract. He shall furnish at his own expense suitable tools and labor for removing all work and cleaning out all dirt, mortar and foreign substances.

Any undue leakage of water into or from any structure such as to make the work fall short of first class shall be promptly corrected by the Contractor at his own expense. Cleaning and repairs shall be arranged, so far as practicable, to be finished upon completion of the construction work. Final observation of the work will be made upon completion of cleaning and any necessary repairs. The Contractor at his own expense shall furnish suitable provisions for any needed drainage, workmen and appurtenances for such final observation. The Owner's Representative will not prepare the final estimate until after the final observation is made.

SPECIFICATIONS AND PLANS:

The Specifications and Plans are intended to cover all of the work that is known to be required to effect a complete installation. They are intended to be mutually explanatory of each other, but should any discrepancy or inconsistency appear or any misunderstanding arise as to the importance of anything contained in either of the Specifications or the Plans, the interpretation of the doubtful portions will be made by the Engineer, whose decision shall, in all cases, be final and binding on the Contractor. Any material or workmanship obviously necessary to satisfactory completion shall be furnished and installed whether or not specifically shown or mentioned. Any correction or errors or omissions in the Specifications or Plans or both, may be made by the Engineer when such correction is necessary for the proper fulfillment of their intention as determined by him. Figures shall have preference over scale in reading dimensions. Copies of the Specifications and Drawings shall be kept constantly at the work site.

If the Contractor, in the course of the work, finds any discrepancy between the plans and the physical conditions of the locality, or any errors or omissions in the plans or in the layout as given by the points and instructions furnished by the Engineer, it shall be his duty to immediately inform the Owner's Representative, in writing, and the Owner's Representative shall promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk.

In case, by inadvertence or otherwise, the Plans and Specifications do not require some work or material necessary for that purpose, the Contractor shall, nevertheless be required to provide the same so that the work may be completed according to the true intent and purpose of the Plans and Specifications.

CONTROL OF WORK:

In the performance of the work, the Contractor shall abide by all orders, directions and requirements of the Owner's Representative and shall perform all work to the satisfaction of the Owner's Representative. The contractor is responsible for all construction means, methods, techniques, sequences and procedures, along with installation or performance of equipment systems or safety precautions. The Owner's Representative's review shall not constitute approval of safety precautions.

The enumeration herein or elsewhere in the Contract Documents of particular instances in which the opinion, judgment, discretion or determination of the Owner's Representative shall control or in which work shall be performed to his satisfaction or subject to his approval or observation, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be governed and so performed.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

The Contractor shall not sublet any part of the work under this Contract, nor assign any monies, due him hereunder, without first obtaining the written consent of the Owner. This Contract shall inure to the benefit of and shall be binding upon the parties hereto and upon their respective successors and assigns; but neither party hereto shall assign or transfer his interest herein in whole or in part without the consent of the other.

The Contractor shall assume all responsibility for, and shall take all precautions for preventing injury to work completed or in progress by other Contractors in or about the work; he shall cover and protect such work from damage, and all injury to same before completion of this Contract shall be made good by him.

The Contractor shall pay to the Owner all expenses, losses and damages as determined by the Owner's Representative incurred by said Owner in consequences of any defect, omission or mistake of the Contractor, his Agents, Subcontractors, or Employees, or be responsible for the making good thereof, and the Owner's Representative is hereby authorized to deduct the same, as determined, from the monthly and final payments.

If the work to be done under this Contract shall be abandoned, or if the Contract or any claim there under shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Owner's Representative shall be of the opinion, and shall so certify in writing to the Owner, that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any provisions of this Contract, the Owner may notify the Contractor to discontinue all work, or any part thereof as the Owner may designate, and the Owner may thereupon, by Contract or otherwise as he may determine, complete the work or such part hereof, and charge the entire expense of so completing the work or part thereof to the Contractor; and for such completion the Owner, for itself or its Contractors; may take possession of, and use or cause to be used in the completion of the work or part thereof, any of such materials, equipment, machinery, implements and tools of every description as may be found upon the site of said work.

All expenses incurred under this section shall be deducted and paid by the Owner out of any money then due or to become due the Contractor under this Contract, or any part thereof; and in such accounting the Owner shall not be held to obtain the lowest figures for the work of completing the Contract, or any part thereof, or for insuring the proper completion, but all sums actually paid thereof shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference; and in case such expenses shall exceed the said sum the Contractor shall pay the excess amount to the Owner upon completion of the work without further demand being made therefor.

This Contractor shall procure and pay for all permits and licenses necessary for the execution of his work and use of such work when completed.

The Contractor shall observe all rules and regulations of the State and Local Health Officials, and must take such precautions as are necessary to avoid creating unsanitary conditions.

The Contractor shall indemnify and save harmless the Owner, Owner's Representative, and Engineer, its officers and employees, from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act", or any other law ordinance, order or decree.

Until final acceptance of the work by the Owner, as evidence in writing, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part thereof by the action of elements, or any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expenses thereof.

In case of suspension of work from any cause whatever, the Contractor shall be responsible for all materials, and shall properly store them, if necessary, and shall provide suitable drainage of the roadway and erect necessary temporary structures at his expenses.

The Contractor shall not, without consent from the proper parties, enter or occupy with men, tools, or material, any land outside of the rights of way or property of the Owner.

The Owner shall not be precluded or delayed by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from showing the true amount and character of work performed and materials furnished by the Contractor, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that the work or materials do not conform in fact to the Contract.

The Owner shall not be precluded or delayed, notwithstanding any such measurement, estimate or certificate, and payment in accordance therewith, from recovering from the Contractor and sureties such damages as it may sustain by reason of his failure to comply with the terms of the Contract.

Neither the acceptance by the Owner or by any representative of the Owner, nor any payment for, nor extension of time, nor any possession taken by the Owner, shall operate as a waiver of any portion of the Contract, or of any power herein reserved, nor any right to damage herein provided. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

PROGRESS OF WORK:

The Contractor shall commence the work as herein contracted for within ten (10) days from the date of written notice to proceed, or by mutual consent on a date specifically stated in said written notice, and proceed with due diligence and dispatch, so as to complete the entire work under this Contract, within the time specified unless and except as a part may be delayed under the provisions herein.

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to, acts of God or of the public enemy, acts of neglect of the Owner, acts of neglect of any other Contractor, fires, floods, epidemics,

quarantine restrictions, strikes, riots, civil commotion or freight embargoes, the period herein before specified for completion of his work shall be extended by such time as shall be fixed by the Owner.

This project requires Night Work. No work requiring the presence of the Owner's Representative or Inspectors shall be done on Sunday and recognized legal holidays, except such as is necessary for the proper care and protection of work already performed, or except in case of an emergency and then only with the permission of the Owner's Representative.

During stormy or inclement weather, no work shall be done, except such as can be done satisfactorily and in a manner to give first class construction throughout. This decision is solely that of the Owner's Representative.

If at any time the rate of progress is such that, in the judgment of the Owner's Representative, the work will not be completed within the time specified, he may so notify the Contractor who thereupon will proceed at once with such additional force, machinery, equipment and methods as to finish the work on time, but the failure of the Owner's Representative to give such notice shall not relieve the Contractor of his obligation to complete the work at the time specified in this Contract.

The Contract will be considered complete when all work has been finished, the final observation made by the Owner's Representative, and the project accepted by the Owner.

PAYMENT:

The Contractor will, from time to time as work progresses, but not more than once a month, on such days as the Owner's Representative may fix, make an approximate estimate in writing such as in his opinion shall be just and fair, of the amount and value of the work done and materials incorporated into the work since the commencement of the Contract. This estimate shall be submitted to and approved by the Owner's Representative before payment will be made (See Special Provisions).

The amount of any estimate, based upon the schedule of values contained in the proposal and including any allowance for approved extra work less a fixed percentage retained and less the total sum previously paid on former estimates, shall constitute the payment due and to be made to the Contractor within a reasonable time after the date of such estimate (except in case of final estimate). On all estimates the fixed percentage retained shall be five percent (5%), in accordance with Section 106-b of New York State General Municipal Law.

An additional ten percent (10%) should be retained on pipe and manhole unit prices contained in the proposal, until such time as that section successfully passes the required tests as described in the Detailed Specifications.

No monthly estimate, except the one preceding the final estimate, will be paid unless the net payment on sum exceeds fifty thousand dollars (\$50,000.00) without special permission of the Owner's Representative.

To assist the financial burden of the successful Bidder, the Owner's Representative will include in each monthly estimate seventy-five percent (75%) of the material cost stored onsite. This will only be paid if the following criterion are met:

- A. Material must be stored on site prior to monthly estimate.

- B. Owner's Representative must receive legible copies of the actual billing slips showing date material delivered, amount, and cost.

Any estimate shall be subject to correction in any succeeding estimate.

The final estimate will be prepared after the work has been tested and approved by the Owner's Representative as required elsewhere herein and after acceptance has been given by the Owner. The fixed percentage retained on the final estimate for the one year guarantee period shall be three (3%) percent of the total value of the work done and materials incorporated therein.

Any estimate shall be subject to correction in any succeeding estimate.

The final estimate will be prepared after the work has been tested and approved by the Owner's Representative as required elsewhere herein and after acceptance has been given by the Owner.

Payment on the final estimate shall not be made prior to the expiration of thirty-one (31) days from the date of acceptance of the work by the Owner.

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liabilities to the Contractor other than claims in stated amounts as may be specifically expected by the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. Any payment, however, final or otherwise, shall not release the Contractor or his sureties from any obligations under the Contract Documents or the Performance Bond and Payment Bonds.

All estimates, including the final will be made for actual quantities of work performed and materials in place as determined by measurements approved by the Owner's Representative and this determination as to quantities involved in the Contract shall be accepted as final, conclusive, and binding upon Contractor.

An increase or decrease in quantity for any item of the proposal shall not be regarded as a sufficient ground for an increase or decrease in the Unit Price.

If the Contractor is of the opinion that any work ordered to be done as Contract work by the Owner's Representative is extra work, and not Contract work, or that any order of the Owner's Representative violates the provisions of the Contract, the Contractor shall promptly notify the Owner in writing of his contentions with respect thereto, and the Owner shall make a finding thereon; the work shall in the meantime be progressed by the Contractor as required and ordered.

During the progress of such disputed work the Contractor and Owner's Representative shall keep daily records of all labor, materials, and equipment used in connection with such work and the cost thereof.

If the Owner determines that the work in question is Contract work, and not extra work, or that the order complained of is proper, he shall direct the Contractor to proceed and the Contractor must promptly comply. The Contractor's right to file a claim for extra compensation or damages will not be affected in any way in complying with the above directions of the Owner, provided the Contractor shall furnish the Owner's Representative with the signed records above referred to.

If the Owner determines that such work is extra work, not Contract work, or that the order complained of is not proper, then the Owner shall have prepared, if necessary, a supplemental agreement covering such work, and the supplemental agreement shall be submitted to the Contractor for execution.

At any time during the progress of the work, the Owner may alter the plans or omit any portion of the work and shall make allowances for additions and deductions as hereinafter provided, without constituting grounds for any claim by the Contractor for damages or for loss of anticipated profits for any variations between the approximate quantities and the quantities of the work as done.

No instructions, either written or verbal, shall be construed as an order for changes unless it be in the form of a supplemental agreement bearing the signed approval of the Owner and the signed acceptance of the Contractor, and such supplemental agreement shall not be effective until it has first been approved by the Village Board. The supplemental agreement shall describe the nature of the work to be performed and the variations of quantities shown by the alterations, increases or decreases, additions or omissions from the plans and specifications and an estimate of cost of any extra work.

When a supplemental agreement provides for similar items of work or materials which increase or decrease the itemized quantity provided for in the Contract, the price to be paid therefore shall not exceed the Unit Bid Price in the proposal for such items.

Agreed prices for new items of work or materials may be incorporated in a supplemental agreement, and these prices will be used in computing the final estimate. Agreed prices must be used in computing the final estimate and supported by a complete price analysis on the supplemental agreement.

Where there are not applicable unit prices for extra work ordered pursuant to this specification and agreed prices cannot be readily substantiated, the Contractor shall be paid the actual and reasonable cost of all of the following:

- A. Necessary materials (including transportation to the site).
- B. Necessary direct labor including payroll insurance.
- C. Payment required to be made to labor organizations under existing labor agreements.
- D. Sales taxes, if any, required to be paid on material incorporated into the work under the supplemental agreement.
- E. Equipment and plant rentals, other than small tools as follows:
 - 1) The base hourly rate shall be the daily rate as listed in the current "rent rate for construction equipment" prepared by the "Associated Equipment Distributors" divided by eight (8).
 - 2) The first 20 hours will be paid at 90% of the above hourly rate.
 - 3) For 21 to 50 hours, the rate will be 80% of the above base hourly rate.
 - 4) For over 50 hours, the rate will be 45% of the above base hourly rate.
 - 5) The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used on the specified extra work.
 - 6) Equipment to be used by the Contractor shall be specifically described and be of suitable size and suitable capacity required for the work to be performed. In the event that the Contractor elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as part of the record for force account work. The Owner's Representative shall determine the suitability of the equipment. If there is a difference in the rate of pay of the operator

of oversize or higher rate equipment, the rate pay for the operator will likewise be that for the suitable equipment.

- 7) In the event that a rate is not established in the “Associated Equipment Distributor Rent Rates” for a particular piece of equipment or plant, the Owner shall establish a rate for that piece of equipment or plant that is consistent with its cost and use.
- 8) It is mutually understood that the base daily rates include all costs incidental to equipment and plant rental including cost of moving to and from the site in addition to:
 - a) Fifteen percent (15%) of the total of material and direct labor only as compensation for profit and overhead.

If any of the work is performed by a Subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined above, plus and an additional allowance of five percent (5%) of materials and direct labor to cover the Contractor’s profit, superintendence, administration, insurance and other overhead. The cost of transportation of materials shall be excluded when computing the above described charges for profit and overhead.

Overhead may be defined to include the following items:

- A. Premium on Bond.
- B. Premium on Insurance required by the other, other than Workman’s Compensation Insurance, Public Liability and Property Damage Insurance, Unemployment insurance, Federal Old Age Benefits and other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his employee.
- C. All salary and expenses of executive officers, supervising officers and supervising employees. All clerical or stenographic employees.
- D. All charges for minor equipment, such as small tools including shovels, picks, axes, saws, bars, etc., and other miscellaneous supplies and services.
- E. All drafting room accessories such as paper, tracing cloth, blueprinting, etc.

Payment for force account work will be made on the basis of the following reports.

The Contractor will deliver to the Owner’s Representative a daily summary of force account work done on the Contract. The daily summary will be delivered to the Owner’s Representative, not later than closing time on the day following that for which the work is reported.

Summary shall contain:

- A. A list of materials used indicating the amount and nature of each material. The cost (if known) should be included. This must be later documented by proper receipts.
- B. A list of equipment used indicating the number of hours used and the kind, type and size of equipment.
- C. A list of personnel by name, including the hours and rate at which they were used on the force account work.
- D. A statement of the work accomplished by force account for that day.

- E. This summary will be dated and signed by the Contractors authorized representative and the Owner's Representative in charge.
- F. The Contract number and other identification as well as the name of the Contractor shall appear on the statement.
- G. The Owner's Representative will make any notations, remarks or comments on this form that may assist in final payment.

ARBITRATION:

- A. All claims, disputes and other matters in question arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making and acceptance of final payment as provided by Section 20, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgement may be entered upon it in any court having jurisdiction thereof.
- B. Notice of the demand for arbitration shall be filed in writing with other party to the Contract Documents and with the American Arbitration Association, and a copy shall be filed with the Owner's Representative. Demand for arbitration shall in no event be made on any claim, dispute or other matter in question which would be barred by the applicable statute of limitations.
- C. The Contractor will carry on the work and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

NO COLLUSION OR FRAUD:

The Contractor hereby agrees that the only person or persons interested as Principal or Principals in the Bid or proposal submitted by the Contractor for this Contract are named therein, and that no person other than those mentioned therein has any interest in the above mentioned proposal, or in the securing of the award, and that this Contract has been secured without any connection with any person or persons other than those named, and that the proposal is in all respects fair and was prepared and the Contract was secured without collusion of fraud and that neither any officer or employee of the Village has or shall have a financial interest in the performance of the Contract or in the supplied work or business to which it relates or in any portion of the profits thereof.

SPECIAL REQUIREMENT OF THE DEPARTMENT OF LABOR:

The Contractor and subcontractors, if any, shall keep the following informative records on the site of this public work project:

- A. Record of hours worked by each workman, laborer and mechanic on each day.
- B. Record of hours worked by each workman, laborer and mechanic.
- C. Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week.
- D. Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.

- E. Schedule of hours that each piece of major equipment is being actually operated each day.
- F. Preference in employment shall be shown to citizens of the State of New York who have been residents for at least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed in the construction of public works shall furnish satisfactory proof of residence in accordance with the rule adopted by the industrial Commission, and each Contractor and Subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native born citizens or naturalized, and in case of naturalization, the date thereof and the name of the court in which granted.

Payment of wages earned by employees upon public works shall be as covered by Section 220 and 220-D of the Labor Law.

Insurance against accident for all persons employed shall be as provided by the Workmen's Compensation Laws of the State of New York.

- G. The Contractor shall comply with all requirements of the State Labor Law applicable to Contracts on behalf of a municipality for the construction, alteration or repair of any public building or public work, including particularly, but without limitation of the foregoing, the provisions relating to hours and wages, discrimination on account of race or color and preference in employment to citizens of the State of New York.
- H. Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides among other things, that it shall be the duty of the fiscal officer to make determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects. The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

The Contract shall make provision for Disability Benefits, Workmen's Compensation, Unemployment Insurance and Social Security, as required by law.

COMPLIANCE WITH GENERAL MUNICIPAL LAW

GENERAL MUNICIPAL LAW 109 (1)

Limitation and Consent:

- A. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or his right, title, or interest in or to it or any part thereof, or his power to execute it, or assign, by Power of Attorney or otherwise, any of the monies due or to become due under this Agreement, unless the previous written consent of the Owner shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments.
- B. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services.

SECTION 220-e

The Contractor Agrees:

- A. That in the hiring of any employees for the performance of work under this Contract or any subcontract hereunder, neither the Contractor nor any Subcontractor, 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, nor discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, creed, color, disability, sex, or national origin and that there may be deducted from the amount payable to the Contractor by the Owner under this Contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220-e of the Labor Law.

COMPLIANCE WITH FEDERAL LAW:

All equipment, tools, devices as wells as the manner in which the work is conducted shall be in compliance with applicable Federal Laws. Particular attention is drawn to the Department of Labor, Bureau of Labor Standards "Safety and Health Regulations for Construction", Title 29 Labor, Chapter XIII, Part 1518 and to the Department of Labor "Occupational Safety and Health Administration (OSHA) Standards", Title 29, Chapter XII, Part 1910.

ENGINEER NOT RESPONSIBLE:

The undertaking of daily observation by the Engineer shall not be construed as supervision of actual construction nor make him responsible for providing a safe place for the performance of work by the Contractor, his employees, Subcontractors, his employees and the suppliers for access, visits, use, work, travel or occupancy by any person.

Approval by the Engineer of Shop Drawings for any material, apparatus, devices and layouts shall not relieve this Contractor from the responsibility of furnishing same of proper dimension, size, quality, quantity and all performance characteristics to efficiently perform the requirements and intent of the Contract Documents. Such approval shall not relieve this Contractor from responsibility for errors of any sort on the Shop Drawings. If the Shop Drawings deviate from the Contract Documents, this Contractor shall advise the Engineer of the deviations in writing accompanying the Shop Drawings, including the reason for the deviations.

INDEMNIFICATION:

- A. The Contractor will indemnify and hold harmless the Owner, Owner's Representative, and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work, provided that any such claims, damages, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from: and is caused in whole or in part by any negligent or willful act or omission of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable.
- B. In any and all claims against the Owner, Owner's Representative, or Engineer, or any of their agents or employees, by any employee of the Contractor, Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages compensation or benefits payable by or for the Contractor or any Subcontractor under Workmen's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.
- C. The obligation of the Contractor under this paragraph shall not extend to the liability of the Engineer, his agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications.

SEPARATE CONTRACTS:

- A. The Owner reserves the right to let other Contracts in connection with this project. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs. If the proper execution or results of any part of the Contractors work depends upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Owner's Representative any defects in such work that render it unsuitable for such proper execution and results.
- B. The Owner may perform additional work related to the project by himself, or he may let other Contracts containing provisions similar to these. The Contractor will afford the other Contractors who are parties to such Contracts (or the Owner, if he is performing the additional work himself),

reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

- C. If the performance of additional work by other Contractors or the Owner is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional work. If the Contractor believes that the performance of such additional work by the Owner or others involves him in additional expense or entitles him to an extension of the Contract time, he may make a claim therefor as provided in Sections 14 and 15.

SUBCONTRACTING:

- A. The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.
- B. The Contractor shall be fully responsible to the Owner for the acts and omissions of his Subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- C. The Contractor shall cause appropriate provisions to be inserted in all Subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any Subcontractor that the Owner may exercise over the Contractor under any provision of the Contract Documents.
- D. Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

OWNER'S REPRESENTATIVE'S AUTHORITY:

- A. The Owner's Representative shall act as the Owner's representative during the construction period. They shall decide questions which may arise as to quality and acceptability of materials furnished and work performed. He shall interpret the intent of the Contract Documents in a fair and unbiased manner. The Owner's Representative will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents.
- B. The Contractor will be held strictly to the intent of the Contract Documents in regard to the quality of materials, workmanship and execution of the work. Inspections may be made at the factory or fabrication plant of the source of material supply.
- C. The Owner's Representative will not be responsible for the construction means, controls, techniques, sequences, procedures or construction safety or site safety.
- D. Owner's Representative's response to such requests relative to interpretations of the Contract Documents will be made in writing within (3) three days of receipt of a written request of interpretation of Contract Documents.

LANDS OF RIGHTS-OF-WAY:

- A. Prior to issuance of Notice to Proceed, the Owner shall obtain all land and rights-of-way necessary for carrying out and for the completion of the work to be performed pursuant to the Contract Documents, unless otherwise mutually agreed.
- B. The Owner shall provide to the Contractor information which delineates and describes the lands owned and rights-of-way acquired.
- C. The Contractor shall provide at his own expense and without liability to the Owner any additional land and access thereto that the Contractor may desire for temporary construction facilities or for storage of materials.

PERMITS AND CODES:

- A. The Contractor shall give all notices required by and shall observe and comply with all Federal and State Laws and Local By-Laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Owner and Owner's Representative and all of its officers, agents, and servants against any claim of liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. All construction work and/or utility installations shall comply with all applicable ordinance and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc., and shall immediately report any discrepancy to the Owner. Where the requirements of the Contract Drawings and Specification fail to comply with such applicable ordinances, codes, etc., the Owner will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated Unit Prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change has been made before the Contractor commenced work on the Items involved.

- B. Unless otherwise specified, the Contractor shall at his own expense, secure and pay to the appropriate Department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for New York State Department of Transportation Permits, Dutchess County Department of Public Works Permits, New York State Department of Environmental Conservation and any required by the regulatory body or any of its agencies.
- C. The Contractor shall comply with applicable Local/State/Federal Laws, ordinances, codes, etc., governing the disposal of surplus excavation materials, debris and rubbish on or off the Project Area, and commit no trespassing on any public or private property, in any operations due to or connected with the work under this Contract.

SUPPLEMENTAL GENERAL CONDITIONS

PRELIMINARY MATTERS	SGC – 1 and SGC – 2
RECORD DOCUMENTS	SGC – 2
WARRANTY AND GUARANTEE	SGC – 2 and SGC – 3
PAYMENTS TO CONTRACTOR AND COMPLETION	SGC – 4 through SGC – 7

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 2 – PRELIMINARY MATTERS:

DELIVERY OF BONDS:

- 2.1 When Contractor delivers the executed Agreements to Owner, Contractor shall also deliver to Owner such Bonds as Contractor may be required to furnish.

COPIES OF DOCUMENTS:

- 2.2 Owner shall furnish to Contractor up to three (3) (unless otherwise specified in the Supplementary Conditions) sets of the Contract Documents as are reasonably necessary for the execution of the work. Additional copies will be furnished upon request, at the cost of reproduction.

COMMENCEMENT OF CONTRACT TIME – NOTICE TO PROCEED:

- 2.3 The Contract Time will commence to run on the thirtieth (30th) day after the effective date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the effective date of the Agreement. In no event will the Contract time commence to run later than the seventy-fifth (75th) day of the Bid opening or the thirtieth (30th) day after the effective date of the Agreement, whichever date is earlier.

STARTING THE PROJECT:

- 2.4 Contractor shall start to perform the work on the date when the Contract time commences to run, but no work shall be done at the site prior to the date on which the Contract time commences to run.

BEFORE STARTING CONSTRUCTION:

- 2.5 Before undertaking each part of the work, the Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any work affected thereby; however, Contractor shall be liable to Owner or Engineer for failure to report any conflict, error or discrepancy in the Contract Documents.
- 2.6 Within ten (10) days after the effective date of the agreement (unless otherwise specified in the general Requirements), Contractor shall submit to Owner's Representative for review:
- 2.6.1 An estimated progress schedule indicating the starting and completion dates of the various stages of the work.

2.6.2 A preliminary schedule of Shop Drawings submission.

2.7 Before any work at the site is started, Contractor shall deliver to Owner, with a copy to Owner's Representative, certificates (and other evidence of insurance requested by Owner) which Contractor is required to purchase and maintain, and Owner shall deliver to Contractor certificates (and other evidence of Insurance requested by Contractor) which Owner is required to purchase and maintain.

ARTICLE 6 – RECORD DOCUMENTS:

6.19 Contractor shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders and Written Interpretations and Clarifications in good order and annotated to show all changes made during construction. These record documents together with all approved samples and a counterpart of all approved Shop Drawings, will be available to Owner's Representative for reference. Upon completion of the work, these record documents, samples and Shop Drawings will be delivered to Owner's Representative for Owner.

ARTICLE 13 – WARRANTY AND GUARANTEE:

WARRANTY AND GUARANTEE:

13.1 Contractor warrants and guarantees to Owner and Owner's Representative that all work will be in accordance with the Contract Documents and will not be defective. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

WARRANTY AND GUARANTEE:

13.2 Owner's Representative, other representatives of Owner, testing agencies and governmental agencies with jurisdictional interest will have access to the work for their observation, inspection, testing and for compliance with Contract schedule, plans and specifications. Contractor shall provide proper and safe conditions for such access.

TESTS AND INSPECTIONS:

13.3 Contractor shall give Owner's Representative timely notice of readiness of the work for all required inspections, tests or approvals.

13.4 All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to Owner and Contractor (or by Engineer if so specified).

13.5 If any work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of Owner's Representative, it must, if requested by Owner's Representative, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given Owner's Representative timely notice of

Contractor's intention to cover the same and Owner's Representative has not acted with reasonable promptness in response to such notice.

- 13.6 Neither observations by Owner's Representative nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the work in accordance with the Contract Documents.

OWNER MAY STOP THE WORK:

- 13.7 If the work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment or fails to furnish or perform the work in such a way that the completed work will conform to the Contract Documents, Owner or Owner's Representative may order Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated, however, this right of Owner or Owner's Representative to stop the work shall not give rise to any duty on the part of the Owner or Owner's Representative to exercise this right for the benefit of Contractor or any other party.

CORRECTION OR REMOVAL OF DEFECTIVE WORK:

- 13.8 If required by Owner's Representative, Contractor shall promptly, as directed, either correct all defective work, whether or not fabricated, installed or completed, or if the work has been rejected by Owner's Representative, remove it from the site and replace it with non-defective work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including but not limited to fees and charges of Engineers, Architects, Attorneys and other Professionals) made necessary thereby.

ACCEPTANCE OF DEFECTIVE WORK:

- 13.9 If, instead of requiring correction or removal and replacement of defective work, Owner (and prior to Owner's Representative's recommendation of final payment) prefers to accept it, Owner may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Owner's evaluation of and determination to accept such defective work (such costs to be approved by Owner's Representative as to reasonableness and to include but not be limited to fees and charges of Engineers, Architects, Attorneys and other Professionals). If any such acceptance occurs prior to Owner's Representative's recommendation of final payment, a change order will be issued incorporating the necessary revisions in the Contract Documents with respect to the work; and Owner shall be entitled to an appropriate decrease in the Contract Price, and if the parties are unable to agree as to the amount thereof, Owner may make a claim therefore. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

ARTICLE 14 – PAYMENTS TO CONTRACTOR AND COMPLETION:

PAYMENTS:

14.1 Payment is based upon the work done in accordance with the specifications.

APPLICATION FOR PROGRESS PAYMENT:

14.2 Contractor shall submit to Owner's Representative for review an Application for Payment filled out and signed by Contractor covering the work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitable stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property insurance and other arrangement to protect Owner's interest therein, all of which will be satisfactory to Owner.

CONTRACTOR'S WARRANTY OF TITLE:

14.3 Contractor warrants and guarantees that title to all work, materials and equipment covered by any Application for Payment, whether incorporated in the project or not, will pass to Owner no later than the time of payment free and clear of all liens.

REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:

14.4 Owner's Representative will, within five (5) working days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the application to Owner, or return the application to Contractor indicating in writing Owner's Representative's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the application.

14.5 Owner's Representative's recommendation of any payment requested in an Application for Payment will constitute a representation by Owner's Representative to Owner, based on Owner's Representative's onsite observations of the work in progress as an experienced and qualified design professional and on Owner's Representative's review of the Application for Payment and the accompanying data and schedules that the work has progressed to the point indicated that, to the best of Owner's Representative's knowledge, information and belief, the quality of the work is in accordance with the Contract Documents (subject to an evaluation of the work as a functioning whole prior to or upon substantial completion, to the result of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for unit price work, and to any other qualifications stated in the recommendation); and that Contractor is entitled to payment of the amount recommended. However, by recommending any such payment, Owner's Representative will not thereby be deemed to have represented that exhaustive or continuous onsite observations have been made to check the quality or the quantity of the work beyond the responsibilities specifically assigned to Owner's Representative in the Contract Documents or that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or Owner to withhold payment to Contractor.

14.6 Owner's Representative's recommendation of final payment will constitute an additional representation by Owner's Representative to Owner that the conditions precedent to Contractor's being entitled to final payment as set forth in Paragraph 14.13 have been fulfilled.

14.7 Owner's Representative may refuse to recommend the whole or any part of any payment if, in Owner's Representative's opinion, it would be incorrect to make such representations to Owner. Owner's Representative may also refuse to recommend any such payment, or because of subsequently discovered evidence or the results of subsequent observations, inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in Owner's Representative's opinion to protect Owner from loss because:

14.7.1 The work is defective, or completed work has been damaged requiring correction or replacement.

14.7.2 The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3 Owner has been required to correct defective work or complete work.

Owner may refuse to make payment of the full amount recommended by Owner's Representative because claims have been made against Owner on account of Contractor's performance or furnishing of the work or liens have been filed in connection with the work or there are other items entitling Owner to a set-off against the amount recommended, but Owner must give Contractor immediate written notice (with a copy to Owner's Representative) stating the reasons for such action.

SUBSTANTIAL COMPLETION:

14.8 That date, as certified by the Owner's Representative when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

14.9 Owner shall have the right to exclude Contractor from the work after the date of substantial completion, but Owner shall allow Contractor reasonable access to complete or correct Items on the tentative list.

PARTIAL UTILIZATION:

14.10 Use by Owner of any finished part of the work, which has specifically been identified in the Contract Documents, or which constitutes a separately functioning and useable part of the work that can be used by Owner without significant interference with Contractor's performance of the remainder of the work, may be accomplished prior to substantial completion of all the work.

14.10.1 No occupancy or separate operation of part of the work will be accomplished prior to compliance with the requirements in respect of property insurance.

FINAL OBSERVATION:

- 14.11 Upon written notice from Contractor that the entire work of an agreed portion thereof is complete, Owner's Representative will make a final observation with Owner and Contractor and will notify Contractor in writing of all particulars in which this observation reveals that the work is incomplete or defective. Contractor shall immediately take such measures as are necessary to remedy such deficiencies.

FINAL APPLICATION FOR PAYMENT:

- 14.12 After the Contractor has completed all such corrections to the satisfaction of Owner's Representative and delivered all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, marked up record documents (as provided in Paragraph 6.19) and other documents, all as required by the Contract Documents, and after Owner's Representative has indicated that the work is acceptable (subject to the provisions of Paragraph 14.16), Contractor may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents together with complete and legally effective releases or waivers (satisfactory to Owner) of all liens of material, suppliers, and laborers, arising out of or filed in connection with the work. In lieu thereof and as approved by Owner, Contractor may furnish receipts or releases in full, an affidavit of Contractor that the releases and receipts include all labor services, material and equipment for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the work for which Owner or Owner's property might in any way be responsible, have been paid or otherwise satisfied, and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to owner to indemnify Owner against any lien.

FINAL PAYMENT AND ACCEPTANCE:

- 14.13 If on the basis of Owner's Representative's observation of the work during construction and final observation, and Owner's Representative's review of the final Application for Payment and accompanying documentation, all as required by the Contract Documents, Owner's Representative is satisfied that the work has been completed and the Contractor's other obligations under the Contract Documents have been fulfilled, Owner's Representative will within ten (10) days after receipt of the final Application for Payment, indicate in writing Owner's Representative's recommendation of payment and present the Application to Owner for payment. Thereupon Owner's Representative will give written notice to Owner and Contractor that the work is acceptable subject to the provisions of Paragraph 14.15. Otherwise Owner's Representative will return the application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the application.

Thirty (30) days after presentation to Owner of the application and accompanying documentation, in appropriate form and substance, and with Owner's Representative's recommendation and notice of acceptability, the amount recommended by Owner's Representative will become due and will be paid by Owner to Contractor.

- 14.14 Contractor's obligation to perform and complete the work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by Owner's Representative, nor the issuance of a certificate of substantial completion, nor any payment by Owner to Contractor under the Contract Documents, nor any use or occupancy of the work or any part thereof by Owner, nor any act of acceptance by Owner nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission nor the issuance of a notice of acceptability by Owner's Representative pursuant to Paragraph 14.13, nor any correction of defective work by Owner will constitute an acceptance of work not in accordance with the Contract Documents or a release of Contractor's obligation to perform the work in accordance with the Contract Documents.

ACCEPTANCE OF FINAL PAYMENT:

- 14.15 The acceptance by the Contractor or by anyone claiming by or through him of the final payment shall constitute and operate as a release to the Owner for any and all claims of any liability to the Contractor for anything theretofore done or furnished for or relating to or arising out of work done thereto and for any price, act, neglect, or default on the part of the Owner or any of its Officers, Agents, or Employees unless the Contractor serves a detailed verified statement of claim upon the Owner prior to the submission of the final estimate. Such statement shall specify the items and details upon which the claim will be based and any such claim shall be limited to such items. The Contractor further understands and agrees that any action to recover for any claims resulting from the Contract herein shall be commenced within six (6) months from the date of substantial completion, and will be limited only to those claims detailed on the statement of claim.

SPECIAL PROVISIONS

CONDUCT AND SCHEDULING OF THE WORK	SP – 1
CONTACTS AND TELEPHONE NUMBERS	SP – 1
PROGRESS PAYMENTS AND COST CONTROL	SP – 1
UNIT PRICES AND LUMP SUM PRICES	SP – 2
REQUEST FOR SUBSTITUTION	SP – 2
CERTIFIED PAYROLL	SP – 2

CONDUCT AND SCHEDULING OF THE WORK:

At the pre-construction meeting, the Contractor shall present a detailed schedule of operations. Prior to arriving at the site, the Contractor must notify the Owner’s Representative for the Project that he is about to begin work. A detailed updated schedule shall be provided to the Owner’s Representative at each monthly progress meeting.

CONTACTS AND TELEPHONE NUMBERS:

Village of Wappingers Falls Mayor	Hon. Kevin Huber (845) 297-8773, X6
Village of Wappingers Falls- Planning Board Chair and Bain Park Program Lead	Tom Morris (914) 475-6353
Engineer for the Project:	Rahul Verma, P.E. Verma Engineering and Consulting (914) 924-7816
Village Superintendent of Public Works:	John Nuculovic (845) 297-9758
Central Hudson Gas & Electric	(845) 452-2000
Verizon Telephone	(800) 962-7962
Village of Wappingers Falls Water Department	Heather McCormick/ John Kozak (845) 297-8773, X8

The Contractor’s attention is particularly called to the following provisions:

PROGRESS PAYMENTS AND COST CONTROL:

Contractor shall be required to maintain accurate daily records of his costs and quantities. All costs and quantities shall be submitted and approved by the Engineer on a weekly basis. The approved weekly costs and quantities shall be utilized in the preparation of the monthly progress payments. Payments to the Contractor will be made only for actual quantities of work performed or materials furnished in accordance with the Contract and it is understood that the scheduled quantities of work to be done and materials to be furnished may each be increased, diminished or omitted without in any way invalidating the Unit Price Bid or Lump Sum Bid as appropriate.

UNIT PRICES AND LUMP SUM PRICES:

- A. The Unit Price for any of the Items and the Lump Sum Price in the proposal of each Bidder shall include its pro-rata share of overhead and profit so that the sum of the products obtained by multiplying the quantity for each Item by the Unit Price Bid represents the total bid for that Item. The quantities described in the Contract Documents, in the Detailed Specifications, and on the Contract Drawings are approximate estimated quantities only and are given only as a basis of calculation upon which the Contractor may determine a Lump Sum Bid Price and which the award of the Contract is to be made. The Owner does not assume any responsibility that these quantities shall remain unchanged in the actual construction, and the Contractor shall not plead misunderstanding or deception because of any variation between the estimated and final quantities. The Unit Price and the Lump Sum Bid Proposal(s) shall also include an allowance for increased prices due to changed market conditions during the period of the Contract. Any Bid not conforming to all Bidders is called to these provisions, for should conditions make it necessary to revise the quantities, no limit will be fixed for such increased or decreased quantities nor extra compensation allowed, except for work not covered in the Drawing and Technical Specifications as provided for in the General Conditions.
- B. Proposals in which the prices obviously are unbalanced may be rejected. Unbalanced prices shall be interpreted to mean that the Lump Sum Price for any Item is such that it is unreasonable for that particular Item when considered by itself and not considered in connection with the Bid submitted on any other Item or Items.
- C. All Unit Price and Lump Sum price work will include the cost of performing any incidental work, not specifically covered by a unit or lump sum description, but necessary and/or convenient for the completion of the total work (i.e. any excavation will include any necessary pumping and/or sheeting/shoring unless there are separate Contract Unit prices for pumping and/or sheeting/shoring).
- D. It is the intent of these Detailed Specifications as well as of the entire Contract that all disturbed areas within the work site but outside of the work limits shall be restored to an acceptable condition as specified and satisfactory to the Owner's Representative. Disturbed areas within the work limits shall be restored. Restoration shall include the removal of all equipment, rubbish, excess material and debris of all kinds, as well as grading to blend into the surrounding ground forms to the satisfaction of the Owner's Representative. All of this restoration work shall be accomplished prior to the acceptance of the Contract. No payment will be made for any labor, material or equipment necessary for the restoration of the disturbed areas. The cost of such work shall be included in the Bid.

It is distinctly understood that damage to existing public roadways or private roadways, because of the Contractor's equipment shall be repaired without cost to the Village.

REQUEST FOR SUBSTITUTION:

The Contractor shall reimburse the Village for all Engineering costs resulting from any request for substitution of materials and/or design changes. Any request for substitution will only be considered after awarding of the Contract.

CERTIFIED PAYROLL:

The Contractor shall be required to submit certified payroll weekly to Owner's Representative in charge.

TABLE OF CONTENTS - TECHNICAL SPECIFICATIONS

BAIN PARK PLAY EQUIPMENT AREA VILLAGE OF WAPPINGERS FALLS

	DIVISION 1 - GENERAL REQUIREMENTS
01 11 00	SUMMARY OF WORK
01 14 00	WORK RESTRICTIONS
01 21 00	ALLOWANCES
01 22 00	UNIT PRICES
01 25 00	SUBSTITUTION PROCEDURES
01 26 00	CONTRACT MODIFICATION PROCEDURES
01 29 00	PRICE AND PAYMENT PROCEDURES
01 31 19	PRECONSTRUCTION MEETINGS
01 32 16	CONSTRUCTION PROGRESS SCHEDULE
01 32 33	PHOTOGRAPHIC DOCUMENTATION
01 33 00	SUBMITTAL PROCEDURES
01 40 00	QUALITY REQUIREMENTS
01 55 26	TRAFFIC MAINTENANCE AND PROTECTION
01 60 00	MATERIALS AND EQUIPMENT
01 70 00	EXECUTION AND CLOSEOUT REQUIREMENTS
01 77 00	CLOSEOUT PROCEDURES
	DIVISION 2 – EXISTING CONDITIONS
02 33 13	UNDERGROUND UTILITY LOCATOR SERVICE
	DIVISION 3 - CONCRETE
03 30 00	CAST-IN-PLACE CONCRETE
	DIVISION 31 - EARTHWORK
31 00 00	SITE CLEARING
31 20 00	EXCAVATION AND FILL
31 23 16	ROCK REMOVALS
31 23 19	DEWATERING
31 25 13	EROSION AND SEDIMENT CONTROL
	DIVISION 32 - EXTERIOR IMPROVEMENTS
32 12 16	ASPHALT PAVING
32 17 23	PAVEMENT MARKINGS
32 18 16	PLAYGROUND PROTECTIVE SURFACING
32 31 19	DECORATIVE METAL FENCES AND GATES
32 92 00	TOPSOIL AND SEEDING

SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 Project Identification:

- A. Village of Wappingers Falls, Bain Park Play Equipment Area, CDBG Project.

1.02 The project consists of the following:

- A. Filling and grading for the proposed playground area at Bain Park.
- B. Site work preparation.
- C. Install rubber surface in the playground equipment area.
- D. Install playground equipment provided by Owner.
- E. Install protective mow strip / concrete curbing around the playgroup equipment area.
- F. Construct asphalt parking area and walking paths.
- G. Install fencing and gates.
- H. Landscape restoration for proposed grass areas.

1.03 Engineer Identification:

- A. The Contract Documents (Plans and Technical Specifications), dated October 9, 2023, were prepared by Verma Engineering & Consulting., 31 Elk Road, Hopewell Junction, NY 12533

1.04 Owner:

- A. Village of Wappingers Falls, 2582 South Avenue, Wappingers Falls, NY 12590.

1.05 Project Location:

- A. Bain Park, at the corner of Clapp Avenue and Lower Henry Street in the Village of Wappingers Falls, New York.
- B. Project will be done under one (1) contract (General).

C. Project Coordination and Responsibilities

1. The General Contractor shall complete the entire project.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 11 00

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 GENERAL

1.01 Use of Premises:

- A. Limit use of premises to work in areas in which the work is proposed. Do not disturb portions of the site beyond areas in which the Work is indicated.

1.02 Owner Occupancy:

- A. Allow for Owner occupancy of site, including Owner's work and/or to retain other Contractors on portions of the Project.

1.03 Use of Existing Buildings and Facilities:

- A. Protect existing buildings and facilities and the occupants during construction period. Repair any damage caused by construction operations.

1.04 Full Owner Occupancy:

- A. Owner will occupy site and existing buildings during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.
- B. Project construction will take place in locations as shown on the Drawings.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 14 00

SECTION 01 21 00

ALLOWANCES

PART 1 GENERAL

- A. The allowances are established for unforeseen items or conditions, which can be determined only during construction.

1.02 Types of allowances include the following:

- A. Lump-Sum Allowances
- B. Unit-Cost Allowances

1.03 Related Sections:

- A. Section 01 26 00 "Contract Modification Procedures"
- B. Section 01 22 00 "Unit Prices"
- C. Section 01 40 00 "Quality Requirements"

1.04 Submittals:

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.
 - 1. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

- A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.
- B. Preparation:
 - 1. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

END OF SECTION 01 21 00

SECTION 01 22 00

UNIT PRICES

PART 1 GENERAL

- A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services. This unit price will be used to add or deduct from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.
- B. Unit prices include all necessary material, plus cost for delivery, installation, insurance, overhead, and profit. The unit price also includes excavation, sheeting and shoring, backfilling, compaction, dewatering and testing. See Project Bid Documents.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 List of Unit Prices:

- A. See bid form for list of unit prices. If an item is shown on the plans and/or noted in the specifications, and there is no unit price item listed in the bid sheet, the cost of that item should be included in the unit price for the first item in the bid sheet.
- B. If the quantities of work for a bid item on a unit price bid is increased or decreased by 15%, the owner may negotiate a revised price, if in the opinion of the owner, the price should be reduced. The Contractor should not unbalance his bid prices. No increase in price shall be allowed because of the increase or decrease in quantities.

END OF SECTION 01 22 00

SECTION 01 25 00

SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 Related Documents

- A. Plans and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 Summary

- A. Section includes administrative and procedural requirements for substitutions.
- B. Related requirements:
 - 1. Section 01 21 00- Allowances.
 - 2. Section 01 60 00- Materials and Equipment

1.03 Definitions

- A. Substitutions:
 - 1. Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- B. Substitutions for Cause:
 - 1. Changes proposed by Contractor that are required due to changed Project conditions, such as unavailability of product, regulatory changes, or unavailability of required warranty terms.
- C. Substitutions for Convenience:
 - 1. Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.04 Action Submittals

- A. Substitution Requests:
 - 1. Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- B. Substitution Request Form:
 - 1. Use facsimile of form provided in Project Manual.

1.05 Documentation:

- A. Show compliance with requirements for substitutions and the following, as applicable:
1. Statement indicating why specified product or fabrication, or installation cannot be provided, if applicable.
 2. Coordination information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 3. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.
 4. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 5. Samples, where applicable or requested.
 6. Certificates and qualification data, where applicable or requested.
 7. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
 8. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 9. Research reports evidencing compliance with building code in effect for Project.
 10. Detailed comparison of Contractor's construction schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.
 11. Cost information, including a proposal of change, if any, in the Contract Sum.
 12. Contractor's certification that proposed substitution complies with requirements in the Contract Documents except as indicated in substitution request, is compatible with related materials, and is appropriate for applications indicated.
 13. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results. Repeat above as often as necessary to include all allowances for Project.

1.06 Quality Assurance

- A. Compatibility of Substitutions:
1. Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.07 Procedures

- A. Coordination:
1. Revise or adjust affected work as necessary to integrate work of the approved substitutions.

PART 2 PRODUCTS

2.01 Substitutions

- A. Substitutions for Cause:
 - 1. Submit requests for substitution immediately on discovery of need for change, but not later than 15 days prior to time required for preparation and review of related submittals.
- B. Conditions:
 - 1. Owner's Representative will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Owner's Representative will return requests without action, except to record noncompliance with these requirements:
- C. Requested substitution is consistent with the Contract Documents and will produce indicated results.
- D. Requested substitution provides sustainable design characteristics that specified product provided for achieving LEED prerequisites and credits.
- E. Substitution request is fully documented and properly submitted.
- F. Requested substitution will not adversely affect Contractor's construction schedule.
- G. Requested substitution has received necessary approvals of authorities having jurisdiction.
- H. Requested substitution is compatible with other portions of the Work.
- I. Requested substitution provides specified warranty.
- J. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.
- K. Substitutions for Convenience are not allowed.

PART 3 EXECUTION (Not Used)

END OF SECTION 01 25 00

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 Related Documents

- A. Plans and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 Summary

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications. Construction Manager shall develop and implement a system acceptable to Owner for the preparation, review and processing of Change Proposals, contingency and allowance expenditure authorizations, Change Orders, and requests for information.
- B. Related requirements:
 - 1. Section 01 25 00- Substitution Procedures

1.03 Minor Changes in the Work

- A. Owner's Representative will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions" or similar form.

1.04 Proposal Requests

- A. Owner-Initiated Proposal Requests:
 - 1. Owner's Representative will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 2. Work Change Proposal Requests issued by Owner's Representative are not instructions either to stop work in progress or to execute the proposed change.
 - 3. Within time specified in Proposal Request or 14 days, when not otherwise specified, after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
- B. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
- C. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
- D. Include costs of labor and supervision directly attributable to the change.

- E. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- F. Contractor-Initiated Proposals:
1. If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner's Representative.
 2. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 3. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 4. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
 5. Include costs of labor and supervision directly attributable to the change.
 6. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 7. Comply with requirements in Section 01 25 00 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 8. Proposal Request Form: Use form AIA Document G709 or similar format.

1.05 Administrative Change Orders**A. Allowance Adjustment:**

1. See Section 01 21 00 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.

B. Unit-Price Adjustment:

1. See Section 01 22 00 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.06 Change Order Procedures

- A. On Owner's approval of a Work Changes Proposal Request, Owner's Representative will issue a Contract Change Order for signatures of Owner and Contractor on Owner's standard form.

PART 2 PRODUCTS (Not Used)**PART 3 EXECUTION (Not Used)**

END OF SECTION 01 26 00

SECTION 01 29 00

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 Schedule of Values

- A. Submit the Schedule of Values to Owner at earliest possible date, but no later than **seven** days before the date scheduled for the commencement of the work.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for Schedule of Values.
- C. Identification: Include the following Project identification on the Schedule of Values:
 - 1. Project Name and Location
 - 2. Name of Engineer
 - 3. Engineer's Project Number
 - 4. Contractor's Name and Address
 - 5. Date of Submittal
- D. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - 1. Related Specification Section or Division
 - 2. Description of the Work
 - 3. Name of Subcontractors
 - 4. Name of Manufacturer or Fabricator
 - 5. Name of Supplier
 - 6. Change Orders (numbers) that Affect Value
 - 7. Dollar Value - Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
- E. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
- F. Mobilization / Demobilization Items is to include, but is not limited to, survey work, utility location, temporary services, all mobilization and demobilization, permits, shop drawings and submittals, bonds, insurance, and pre-financing, setting up any project staging area, including shops, storage areas, office, temporary sanitary services, temporary auxiliary power, transportation of equipment to and from the site, and other facilities as required by local or state law or regulation or as required to complete the project as specified within the contract documents, all costs for labor, materials, machinery, equipment, tools, transportation, tolls, disposal and any other work and materials necessary for or incidental to the satisfactory completion of this item. The amount bid for mobilization shall not exceed four percent (4%) of the total contract bid price, excluding the bid price for Mobilization / Demobilization.

- G. Provide a separate line item for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
- H. Allowances: Provide a separate line item for each allowance, where applicable. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
- I. Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.
- J. Applications for Payment shall be consistent with previous applications and payments as certified by Owner's Representative and paid for by Owner.
 - 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
 - 2. Payment Application Times: The date for each progress payment is the SECOND Wednesday of each month. Submit Application for Payment by the 15th of the month to be considered complete and eligible to be paid in the next payment schedule.

1.02 Payment Application Forms:

- A. Use AIA Document G702 and AIA Document G703 Continuation Sheets, as form for Applications for Payment.

1.03 Application Preparation:

- A. Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner's Representative will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 - 3. Include the municipal voucher with all payment applications.
 - 4. Include certified payrolls for the payment period in the payment application.
 - 5. Include a Waiver of Liens with each payment application.

1.04 Transmittal:

- A. Submit four signed and notarized original copies of each Application for Payment to Owner's Representative. One copy shall include waivers of lien and similar attachments. Transmit each application with a transmittal form listing attachments and recording appropriate information about application.

1.05 Initial Application for Payment:

A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of Subcontractors
2. Schedule of Values
3. Contractor's Construction Schedule
4. Submittals Schedule
5. List of Contractor's Staff Assignments, with Telephone Numbers
6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
7. Certificates of insurance and insurance policies.
8. Funder paperwork and AIS certifications.

B. Application for Payment at Substantial Completion:

1. After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
2. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
3. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited to, the following:
 - a. Evidence of completion of Project closeout requirements.
 - b. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 - c. Updated final statement, accounting for final changes to the Contract Sum.
 - d. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 - e. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 - f. AIA Document G707, "Consent of Surety to Final Payment."
 - g. Evidence that claims have been settled.
 - h. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

1.06 Records.

- A. Four complete copies of all applications for payment shall be submitted to the Owner's Representative.
- B. This section supplements the General Conditions. In case of any difference between the two, the General Conditions will prevail.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 29 00

SECTION 01 31 19
PRECONSTRUCTION MEETING

PART 1 GENERAL

1.01 Date, Time and Location:

- A. Conference will be held after execution of the Contract, but before any Work is started on the Site. Owner will fix the date, time and location of the conference.
- B. Owner's Representative will prepare agenda, preside at the conference, record minutes to include significant proceedings and decisions, and distribute the minutes to all parties in attendance.
- C. Unless previously submitted to Owner's Representative, Contractor shall bring to the conference a preliminary schedule of each of the following:
 - 1. Progress Schedule
 - 2. Equipment Delivery Schedule
 - 3. Shop Drawing and Sample Submittals
 - 4. Schedule of Values
 - 5. Contractor shall provide any other data required, contribute appropriate items for discussion, and be prepared to discuss all items on agenda.
- D. Purpose of the conference is to designate responsible personnel and establish working relationships. Matters requiring coordination will be discussed and procedures for handling such matters will be discussed.

1.02 Agenda

- A. Status of Contractor's Insurance
- B. Designation of Responsible Personnel
- C. Subcontractors
- D. Coordination with Other Contractors
- E. Contractor's Preliminary Schedule
- F. Transmittal, Review and Distribution of Contractor's Submittals
- G. Processing of Requests for Clarifications, Field Orders, Changer Orders and Applications for Payment
- H. Requirements for Copies of Contract Documents
- I. Use of Site, Office and Storage Areas, Security, Housekeeping and Owner's Needs
- J. Contractor(S) Responsibilities for Safety and First Aid.

K. Major Equipment Deliveries and Priorities.

L. Critical Work Sequencing.

M. Scheduling of Pre-Submittal Conference (s)

N. Maintaining Record Documents, Record Drawings

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 31 19.13

SECTION 01 32 16

CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.01 Provide construction schedule, which conforms to the requirements below.

1.02 Provide Construction Sequence of Events

- A. Sequence of Events is critical and an important part of this project.
- B. Sequence of Events must be submitted and approved prior to commencing with any work at the project site.
- C. Project tasks must be sequenced correctly to provide access for installation of the playground equipment.

1.03 Update schedules every week as directed by Engineer.

- A. Content
 - 1. Shop drawing submittal dates and required approval dates.
 - 2. Product delivery dates. Note down all equipment and critical materials required on this project and provide delivery dates.
 - 3. Factory and field-testing dates for all items, which requires factory and/or field-testing.
 - 4. Dates for beginning and completing each phase of the work by activity and by trades.
- B. Format:
 - 1. Gantt Chart or approved equal

1.04 Submittals

- A. Submit initial schedule at least twenty (20) days prior to submitting first application for a progress payment, but no later than ten (10) days after date of execution of Agreement.
- B. Submit updated schedules at progress meetings. If a schedule remains unchanged from one period to the next, submit a written notice to that effect. Distribute copies to other Contractors.
- C. Payment to the Contractor may be delayed for non-submittal of construction schedules.
- D. Unless otherwise specified, submit two (2) copies of each schedule. One (1) copy will be reviewed by the Engineer and returned. The other copy will be retained by the Engineer. Digital copies are acceptable.

- E. Attach a letter of transmittal to each submittal and include the following information in the letter.
1. A listing of items, which have changed since the last submittal.
 2. Discussion of problems causing delays, anticipated length of delays, and proposed countermeasures.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 01 32 16

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.01 Summary:

- A. Contractor shall document daily work with photos in digital format, including:
 - 1. Preconstruction Photographs
 - 2. Periodic Construction Photographs
- B. See Division 1 Section 01 77 00 "Closeout Procedures" for submitting photographs on a Flash Drive as Project Record Documents at Project closeout.

1.02 Submittals

- A. Key Plan:
 - 1. Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph.
- B. Digital Images:
 - 1. Submit a complete set of digital image electronic files as a Project Record Document.

PART 2 PRODUCTS

2.01 Photographic Media

- A. Format in first paragraph below is compatible with all digital cameras. Minimum sensor size is a measure of resolution. See Evaluations.
- B. Digital Images:
 - 1. Provide images in JPEG format.

PART 3 EXECUTION

3.01 Construction Photographs

- A. Photographer:
 - 1. Include photographer name and company.

B. Date Stamp:

1. Date and time stamp each photograph as it is being taken so stamp is integral to photograph.

C. Preconstruction Photographs:

1. Before starting construction, take color photographs of Project site and surrounding properties from different vantage points.

D. Take photographs to show existing conditions adjacent to each property before starting the Work.

E. Take photographs of existing buildings either on or adjoining the property to accurately record the physical conditions at start of construction.

3.02 Additional Photographs:

A. Owner's Representative may issue requests for additional photographs, in addition to preconstruction photographs specified.

B. Circumstances that could require additional photographs include, but are not limited to, the following:

1. Special events planned at Project site.
2. Immediate follow-up when on-site events result in construction damage or losses.
3. Substantial Completion of a major phase or component of the Work.

END OF SECTION 01 32 33

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 Coordination:

- A. Coordinate preparation and processing of submittals with performance of construction activities.

1.02 Processing Time:

- A. Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Owner's Representative's receipt of submittal.
- B. Initial Review:
 - 1. Allow ten (10) days from the time the hard copy is received for initial review of each submittal. Allow additional time, if processing must be delayed to permit coordination with subsequent submittals. Owner's Representative will advise Contractor when a submittal being processed must be delayed for coordination.
- C. Allow ten (10) days for processing each resubmittal.

1.03 Identification:

- A. Place a permanent label or title block on each submittal for identification.
- B. Indicate name of firm or entity that prepared each submittal on label or title block.
- C. Provide a space approximately 4 by 4 inches on label or beside title block to record Contractor's review and approval markings and action taken by Owner's Representative.
- D. Include the following information on label for processing and recording action taken:
 - 1. Project Name
 - 2. Date
 - 3. Name and Address of Contractor
 - 4. Name of Manufacturer
 - 5. Number and Title of Appropriate Specification Section
 - 6. Drawing Number and Detail References, as appropriate
 - 7. Other Necessary Identification

1.04 Deviations:

- A. Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.

1.05 Transmittal:

- A. Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Owner's Representative will return submittals, without review, received from sources other than Contractor.

1.06 Use for Construction:

- A. Use only final submittals with mark indicating action taken by Owner's Representative in connection with construction.

PART 2 PRODUCTS

2.01 Action Submittals:

- A. Prepare and submit Action Submittals required by individual Specification Sections.
- B. Number of Copies:
 - 1. Submit one (1) copy of each submittal, unless otherwise indicated. Owner's Representative will return one (1) copy.
 - 2. Submittals shall be transmitted electronically.

2.02 Product Data:

- A. Collect information into a single submittal for each element of construction and type of product or equipment. It is the responsibility of the Contractor to supply adequate information to the satisfaction of the Owner's Representative.
- B. Mark each copy of each submittal to show which products and options are applicable.
- C. Include the following information, as applicable:
 - 1. Manufacturer's Written Recommendations
 - 2. Manufacturer's Product Specifications
 - 3. Manufacturer's Installation Instructions
 - 4. Manufacturer's Catalog Cuts
 - 5. Wiring Diagrams Showing Factory-Installed Wiring
 - 6. Printed Performance Curves
 - 7. Operational Range Diagrams
 - 8. Compliance with Recognized Trade Association Standards
 - 9. Compliance with Recognized Testing Agency Standards
 - 10. Standard Color Charts

2.03 Shop Drawings:

- A. Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data. Include the following information, as applicable:
1. Dimensions.
 2. Identification of Products
 3. Fabrication and Installation Drawings
 4. Roughing-In and Setting Diagrams
 5. Shopwork Manufacturing Instructions
 6. Templates and Patterns
 7. Schedules
 8. Notation of Coordination Requirements
 9. Notation of Dimensions Established by Field Measurement
 10. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
 11. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 40 inches

2.04 Samples:

- A. Prepare physical units of materials or products, including the following:
1. Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.
 2. Number of Samples for Initial Selection: Submit two (2) full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Owner's Representative will return submittal with options selected.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

2.05 Subcontract List:

- A. Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.

PART 3 EXECUTION**3.01 Contractor's Review:**

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Owner's Representative.

3.02 Owner's Representative's Action:

- A. Owner's Representative will not review submittals that do not bear Contractor's approval stamp and will return them without action.

3.03 Action Submittals:

- A. Owner's Representative will review each submittal, make marks to indicate corrections or modifications required, and return it. Owner's Representative will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- B. The actions described below may be taken by the Owner's Representative:
 - 1. Furnish as Submitted: Contractor shall furnish item in accordance with shop drawing submitted.
 - 2. Furnish as Corrected: Contractor shall furnish item in accordance with submittal and notations made by Owner's Representative.
 - 3. Revise and Resubmit: Contractor shall edit submittal to provide sufficient or appropriate information as requested by the Owner's Representative.
 - 4. Rejected: Item submitted for approval is deemed to not conform to the specifications.

3.04 Informational Submittals:

- A. Owner's Representative will review each submittal and will not return it, or will reject and return it, if it does not comply with requirements. Owner's Representative will forward each submittal to appropriate party. Contractor must submit a list naming all subcontractors that will be working on the project for approval prior to work commencement.
- B. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION 01 33 00

SECTION 01 40 00

QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 Summary

- A. All references to the standards such as ADA, AWWA, ASTM, ANSI, NYSDOT, etc. refer to the year of the latest revision.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
- C. Quality-control services do not include contract enforcement activities performed by Owner's Representative.

1.02 Delegated-Design Performance and Design Criteria:

- A. Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
- B. Fabricator Qualifications:
 - 1. A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Factory-Authorized Service Representative Qualifications:
 - 1. An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- D. Installer Qualifications:
 - 1. A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Manufacturer Qualifications:
 - 1. A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- F. Professional Engineer Qualifications:
 - 1. The Professional Engineer shall be legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services as required.

G. Testing Agency Qualifications:

1. An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.

H. Contractor Responsibilities:

1. Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.

I. Manufacturer's Field Services:

1. Engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.

J. Retesting/Reinspecting:

1. Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

- A. Repair and Protection: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
- B. Submit a written report of all tests performed during the month with the requisition for that month.

END OF SECTION 01 40 00

SECTION 01 55 26
TRAFFIC MAINTENANCE AND PROTECTION

PART 1 GENERAL

1.1 DESCRIPTION

- A. The Work of this Section consists of maintaining traffic and protecting the public from damage to persons and property within the limits of and for the duration of this contract.
- B. Maintain traffic over a reasonably smooth traveled way marked by signs, delineators, guiding devices and other acceptable methods in conformance with the National Manual on Uniform Traffic Control Devices for Streets and Highways 2003 Edition (National MUTCD) and the New York State Supplement to the National Manual on Uniform Traffic Control Devices for Streets and Highways – 2003 Edition (NYS Supplement) available at: <https://www.dot.ny.gov/mutcd>

1.2 APPLICABILITY

- A. The Work of this Section shall be required in all areas within the project limits that will be open to public vehicular traffic.

1.3 RESPONSIBILITY

- A. Assume responsibility for conducting operations in a manner to ensure the safety and convenience of all travelers and adjoining property owners within the limits of and for the duration of the contract.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Comply with the requirements of DOT Section 700 Materials as they apply to the various materials required for the Work of this Section.
- B. Provide sign panels of aluminum, galvanized steel, or plywood with faces of reflective sheet material and non-reflective black characters conforming to DOT Section 730-13.
- C. Provide delineators, barricades, and lighting for construction barricades in accordance with the requirements of National MUTCD and NYS Supplement. Where reflective materials are required, conform to DOT Section 730-05.02 except where glass or plastic buttons are used as delineators. Barricades, cones, and drums may use reflective materials conforming to DOT Section 730-05.01.
- D. Provide pavement delineation of reflective paint or reflective pressure sensitive pavement marking tape. Line segments shall be a minimum of 4 inches wide and 36 inches long applied with the long axis of the segment parallel to the direction of traffic.

PART 3 EXECUTION

3.1 GENERAL

- A. Remove construction equipment and materials from roadway during non-working hours or provide protection in such a manner that they will not constitute a traffic hazard.
- B. Conduct and schedule the Work in a manner that will minimize the time during which the traveling public will be exposed to hazards.
- C. Do not park employees' personal vehicles within the work area in a manner that they will constitute a traffic hazard.
- D. Provide a traveled way suitable for two lanes of moving traffic. Keep traveled way reasonably smooth and hard at all times.
- E. Keep the traveled way of all public highways utilized for hauling materials to or from this project free of foreign objects that may fall or drop from transporting vehicles.
- F. Correct dusty conditions resulting from the Work by the use of calcium chloride and/or water. Distribute water uniformly by the use of suitable spray heads or spray bar. The Owner's Representative will be the sole judge of the need for the application of water for dust control. Apply water at the intervals and locations ordered by the Owner's Representative.
- G. Whenever it becomes necessary to maintain traffic on one lane, provide adequate traffic controls on the Section of Roadway on which vehicle traffic is maintained. Provide competent flag persons or traffic signals at the location which will in the judgment of the Owner's Representative adequately and continuously control one lane traffic.
- H. Provide a sufficient number of competent flag persons in areas where construction operations are in potential conflict with public vehicular traffic. Flag person shall wear orange hats or caps and vests in conformance with National MUTCD and NYS Supplement.
- I. Maintain safe and adequate ingress and egress to and from intersecting highways, residences, and commercial establishments.
- J. The Contractor is not responsible for removal of snow and ice from pavements or traveled ways open to public vehicular traffic.
- K. Maintain existing and new drainage structures, culverts, and ditches to adequately drain the traveled way.
- L. Provide, maintain, move, and remove delineation and guiding devices to properly delineate a safe and reasonable roadway. Delineate areas on which it is unsafe to travel.
- M. Delineate drop-offs less than 6 inches by providing approved delineators at intervals of not more than 200 feet. Where the drop off is between 6 inches and 18 inches, the spacing between delineators shall not be more than 100 feet. Where the drop off is greater than 18 inches, a continuous delineation consisting of 2 inch or wider brightly colored flexible tape shall be used in addition to individual delineators provided they are properly painted and reflectorized in accordance with National MUTCD and NYS Supplement.

- N. Maintain existing highway signs, markers, delineators and their supports. Where necessary, relocate existing signs in conformance with National MUTCD and NYS Supplement. Replace signs lost or damaged as a result of contract operations.

3.2 CONSTRUCTION SIGNS

- A. Provide, maintain, move, and remove reflectorized construction signs in accordance with the requirements of National MUTCD and NYS Supplement
- B. Paint supports and backs of sign panels with two coats of white paint.
- C. Mount construction signs a minimum of 5 feet above the surface of the traveled way.

3.3 CONSTRUCTION BARRICADES

- A. Provide, maintain, move, and remove lighted construction barricades in accordance with the requirements of National MUTCD and NYS Supplement
- B. Provide flashing barricade lights of Type A, low intensity conforming to the requirements of National MUTCD and NYS Supplement
- C. Hours of operation for barricade lights shall be from dusk to dawn.

3.4 PAVEMENT DELINEATION

- A. Provide pavement delineation in accordance with National MUTCD and NYS Supplement on each course of asphalt concrete upon which traffic will be maintained.
- B. Apply pavement delineation before the end of the working day.

3.5 OPENING ROADWAY TO TRAFFIC PRIOR TO CONTRACT ACCEPTANCE

- A. Maintain and protect traffic on any portion of pavement or structure ordered in writing by the Owner or as shown on the drawings to be opened to traffic prior to contract acceptance.

3.6 REMOVAL OF TRAFFIC CONTROL DEVICES

- A. Promptly remove all delineators, signs, barricades, and pavement workings when in the opinion of the Owner's Representative their presence constitutes a hazard or inconvenience to the traveling public.
- B. Remove all remaining traffic control devices upon completion of the Work of this contract unless otherwise ordered in writing by the Owner's Representative.

END OF SECTION

SECTION 01 60 00
MATERIALS AND EQUIPMENT

PART 1 General

1.01 Summary.

A. Related Documents:

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

B. Summary:

1. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

1.02 Submittals:

A. Prepare a list showing products proposed for use in tabular form acceptable to the Owner's Representative. Include generic names of products required. Include the manufacturer's name and proprietary product names for each item listed.

B. Coordinate product list with the Contractor's Construction Schedule and the Schedule of Submittals.

C. Product list shall include information on each item tabulated under the following headings:

1. Specification Section number.
2. Name used in Contract Documents.
3. Proprietary name, model number, and similar designations.
4. Manufacturer's name and address.
5. Supplier's name and address.
6. Installer's name and address.
7. Projected delivery date.

D. Within 10 days after date of commencement of the work, submit three (3) copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

E. Within sixty (60) days after date of commencement of the Work, submit three (3) copies of the completed product list. Provide a written explanation for known variations from Contract requirements.

1.03 Owner's Representative Action:

A. The Owner's Representative will respond in writing to Contractor within four (4) weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Owner's Representative

response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.04 Quality Assurance:**A. Source Limitations:**

1. To the fullest extent possible, provide products of the same kind from a single source.
 2. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Owner's Representative to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.
- B.** When the Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.05 Nameplates

- A.** Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied places. The nameplate shall contain the following information and other essential operating data:
1. Name of product and manufacturer.
 2. Model and serial number.
 3. Capacity.
 4. Speed.
 5. Ratings.

1.06 Product Delivery, Storage, and Handling:

- A.** Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.
- B.** Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- C.** Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
- D.** Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

- E. Store products subject to damage by the elements above ground, under cover in a weathertight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's inspections.

PART 2 MATERIALS.

2.01 Product Selection:

- A. Provide products that comply with the Contract Documents, that are undamaged and new at the time of installation.
 - 1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
 - 2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

2.02 Product Selection Procedures:

- A. The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:
 - 1. Where Specifications specify products or manufacturers by name, accompanied by the term "or equal" or "or acceptable equal", comply with the Contract document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 - 2. Nonproprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning "substitutions" to obtain approval for use of an unnamed product.
 - 3. Descriptive Specification Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 - 4. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.
 - 5. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.
 - 6. Visual Matching: Where Specifications require matching an established Sample, the Owner's Representative's decision will be final on whether a proposed product match satisfactorily.
 - 7. Visual Selection: Where specified product requirements include the phrase "...as selected from manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Owner's Representative will select the color, pattern, and texture from the product line selected.

2.03 Construction Details

A. Installation of Products:

1. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Securely mount each product securely in place, accurately located and aligned with other Work.
2. Clean and protect exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

PART 3 EXECUTION (Not Used)

END OF SECTION 01 60 00

SECTION 01 70 00

EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 Summary

- A. Each Contractor shall be responsible for executing their own work in a manner acceptable to the Owner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 Prior to Work Commencement:

- A. In response to the Notice of Award, Contractor shall submit a list of contacts of responsible people for the Contractor including:
 - 1. Principal and Foreman with email, work hours phone number, and emergency phone number for after hours. The Contractor shall also submit a list of all subcontractors for approval prior to commencing work. The Contractor is responsible for obtaining all permits necessary for the work and any and all costs for said permits including inspection fees.

3.02 Existing Conditions:

- A. The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of underground utilities and other construction affecting the Work. Photo documentation of all existing conditions must be provided prior to commencing work.

3.03 Acceptance of Conditions:

- A. Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.04 Field Measurements:

- A. Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

3.05 Review of Contract Documents and Field Conditions:

- A. Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner's Representative. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.
- B. Establish control points to set lines and levels as needed to locate each element of Project.
- C. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
- D. Inform installers of lines and levels to which they must comply.
- E. Check the location, level and plumb, of every major element as the Work progresses.

3.06 Benchmark:

- A. The Owner will provide a benchmark for the Project site, or the Contractor may establish a benchmark using the coordinate system and datum as the Plans.

3.07 Installation:

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
- B. Make vertical work plumb and make horizontal work level.
- C. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- D. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
- E. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

- G. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.08 Progress Cleaning:

- A. Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

3.09 Starting and Adjusting:

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

3.10 Protection of Installed Construction:

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

3.11 Correction of the Work:

- A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 32.
- B. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
- C. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 01 70 00

SECTION 01 77 00**CLOSEOUT PROCEDURES****PART 1 GENERAL****1.01 Summary**

- A. Functional Completion - Before requesting inspection for determining date of Functional Completion, complete the following. List items below that are incomplete in request.
1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Functional Completion Inspection:
1. Submit a written request for inspection for Functional Completion. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will prepare the Certificate of Functional Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Owner's Representative, that must be completed or corrected before certificate will be issued.
- C. Reinspection:
1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

- D. Final Completion - Before requesting final inspection for determining date of Final Completion, complete the following:
- E. Submit a final Application for Payment according to Division 1 Section 01 29 00 "Payment Procedures."
- F. Submit certified copy of Owner's Representative's Functional Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Owner's Representative. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- G. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- H. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

1.02 Final Completion Inspection:

- A. Submit a written request for final inspection for acceptance. On receipt of request, Owner's Representative will either proceed with inspection or notify Contractor of unfulfilled requirements. Owner's Representative will review a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
- B. Reinspection:
 - 1. Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
- C. List of Incomplete Items (Punch List) - Submit 3 [three] copies of list.
- D. Project Record Documents - Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Owner's Representative's reference during normal working hours.

1.03 Record Plans:

- A. Maintain and submit one set of blue- or black-line white prints of Contract Plans and Shop Drawings.
- B. Mark Record Plans to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Plans.
 - 1. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
- C. Mark Record Plans with permanent, red-colored ink. Use other colors to distinguish between changes for different categories of the Work at the same location.

- D. Identify and date each Record Plan; include the designation "PROJECT RECORD PLAN" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.

1.04 Record Specifications:

- A. Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
- B. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
- C. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.

1.05 Operation and Maintenance Manuals:

- A. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
- B. Operation Data:
 - 1. Include emergency instructions and procedures, system and equipment descriptions, operating procedures, and sequence of operations.
- C. Maintenance Data:
 - 1. Include manufacturer's information, list of spare parts, maintenance procedures, maintenance and service schedules for preventive and routine maintenance, and copies of warranties and bonds.
- D. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.06 Warranties:

- A. Submit written warranties on request of Owner's Representative for designated portions of the Work where commencement of warranties other than date of Functional Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

- C. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.

PART 2 PRODUCTS

2.01 Cleaning Agents:

- A. Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.01 Demonstration and Training:

- A. Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
- B. Provide instructors experienced in operation and maintenance procedures.
- C. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
- D. Schedule training with Owner, through Owner's Representative, with at least **seven** days' advance notice.
- E. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
- F. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for system design and operational philosophy, review of documentation, operations, adjustments, troubleshooting, maintenance, and repair.

3.02 Final Cleaning:

- A. Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning:
 - 1. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
- C. Complete the following cleaning operations before requesting inspection for certification of Functional Completion for entire Project or for a portion of Project:
- D. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
- E. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
- F. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
- G. Remove tools, construction equipment, machinery, and surplus material from Project site.
- H. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- I. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
- J. Sweep concrete floors broom-clean in unoccupied spaces.
- K. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
- L. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
- M. Remove labels that are not permanent.
- N. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

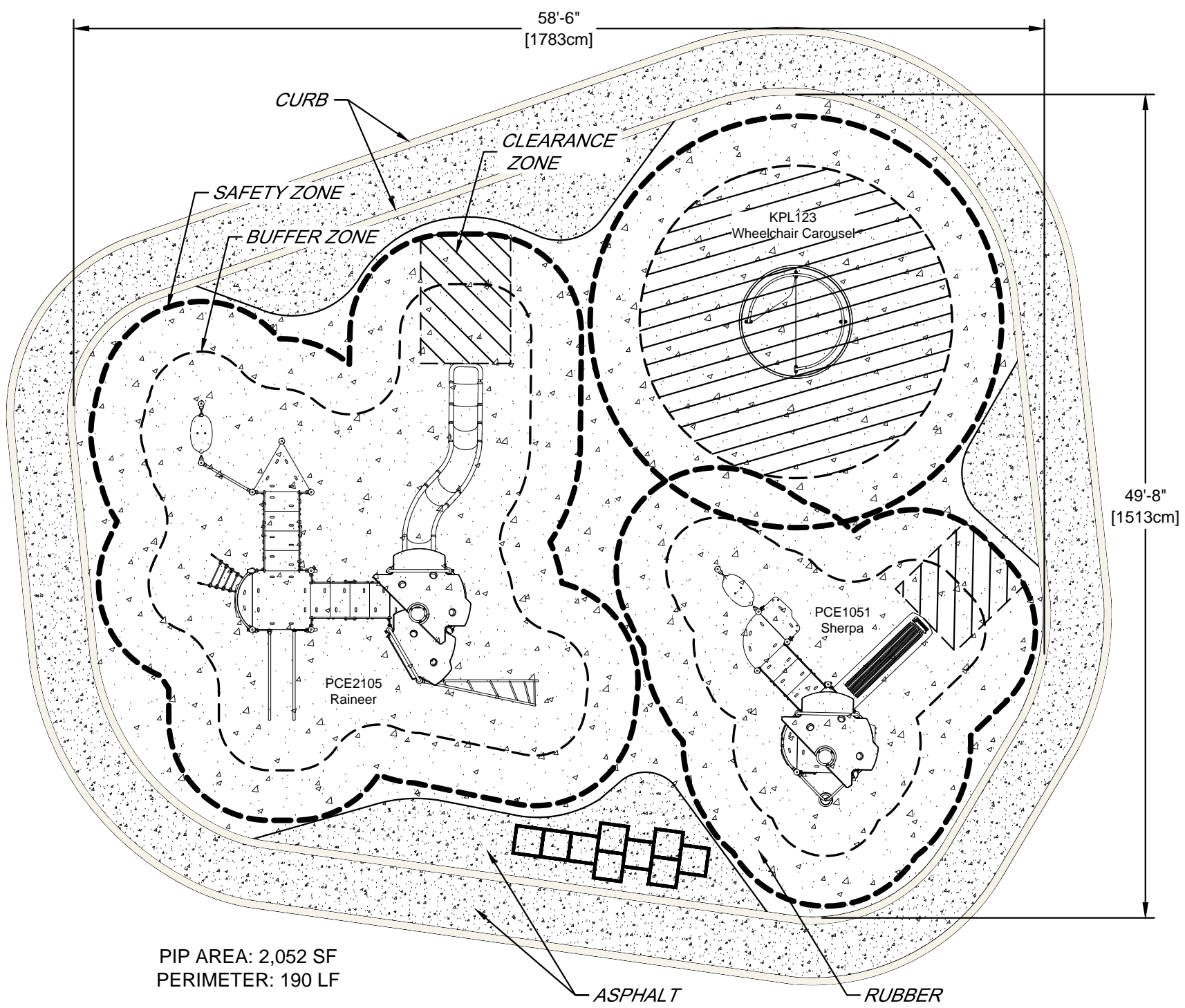
- O. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
- P. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- Q. Clean plumbing fixtures to a sanitary condition, free of stains.
- R. Replace disposable air filters and clean permanent air filters.
- S. Clean light fixtures, lamps, globes, and reflectors. Replace burned-out bulbs, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
- T. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

ATTACHMENTS

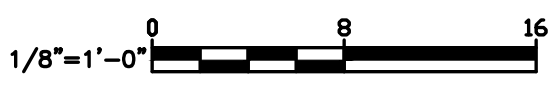
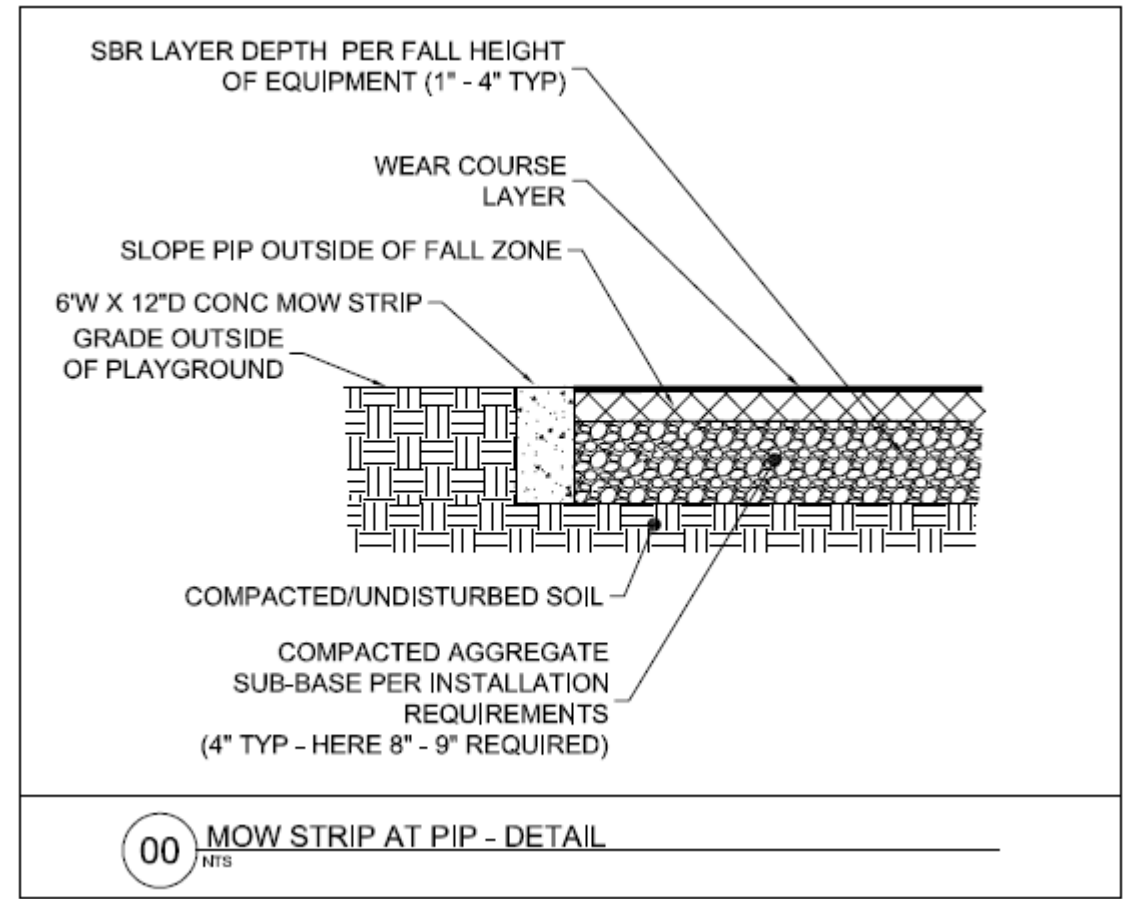
RELATED ITEMS ALREADY PURCHASED BY THE VILLAGE

MODIFIED (FOR PRESENTATION REFERENCE) BY MKWOK 2/19/2021 1:33 PM 11x17



PIP AREA: 2,052 SF
PERIMETER: 190 LF

ASPHALT AREA: 857 SF
OUTER PERIMETER: 203 LF
INNER PERIMETER: 190 LF



2	Equipment	3/5/20
1	Layout	01/29/19
NO.	REVISION	ISSUE DATE
REVIEW BY:		REPS NAME: Jeff Stowe
PLAN NORTH		DATE: 01/28/2020
DRAWN BY: MicCar		SHEET: L2.0

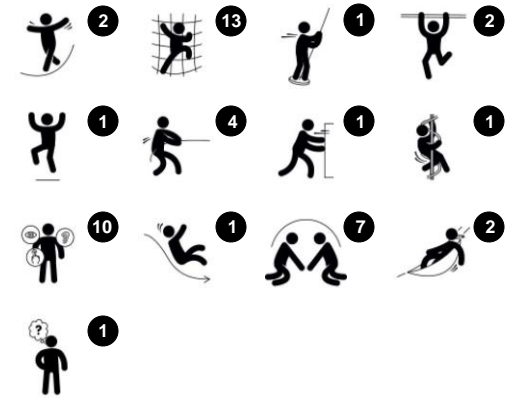
INFO PROVIDED BY
KOMPAN!
Let's play
FOR REFERENCE ONLY

Rainier

PCE2105



Item no. PCE210500-0902	
General Product Information	
Dimensions LxWxH	21'6"x21'0"x18'9"
Age group	5 - 12
Play capacity (users)	23
Color options	



The Rainier, with its impressive height, attracts children again and again. The wide array of fun play activities ensures hours of play. The variety of climbing, sliding, swaying, and sensory play events train cross-body coordination and balance, which are both important for managing traffic safely. The stairway, as well as the sturdy climbing wall

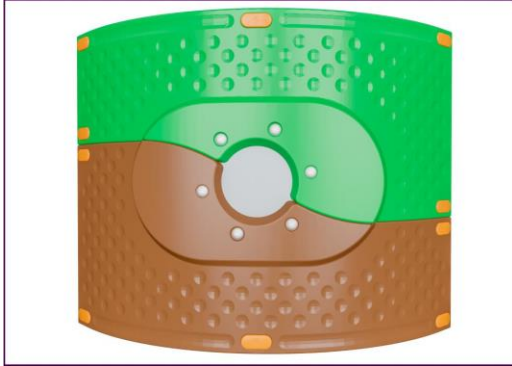
play panels, add an opportunity to take a break on the way up or down, sharing with friends. The play shells and the hammock offer nice, swaying meeting spots. The additional rope ladder and somersault bar add active meeting points. The banister bars and the tall slide are thrilling rewards for the climb up. The Rainier is climbable all over, inside and out, meaning play

opportunities everywhere, for many levels of development. It is a compact play experience for all.

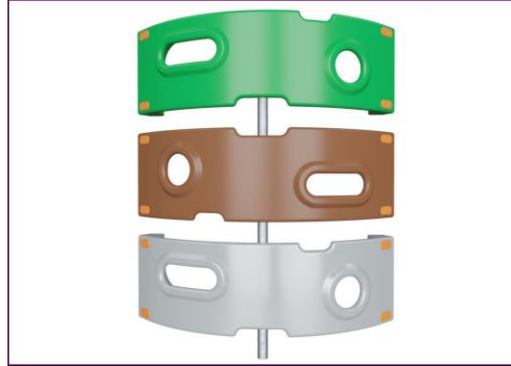


Rainier

PCE2105



The Curved ELEMENTS panels are molded of UV stabilized recyclable PE with multiple options for in-build play features that also ensures a strong panel solution. Straight panels are made of KOMPAN 19mm PE EcoCore™ which is a highly durable, eco-friendly and recyclable material.



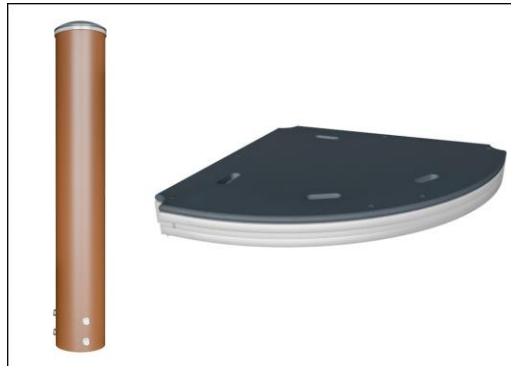
The climbing elements displayed are molded in one piece with a minimum 5mm wall thickness. The climbing elements are made of recyclable PE which has a high impact resistance across a wide temperature span which ensures vandal resistance in all locations.



The ELEMENTS roofs are made of recyclable PE with a minimum wall thickness of 5 mm to ensure high durability in all climates around the world. The steel pipes are hot dip galvanised inside and outside for maximum durability.



ELEMENTS ropes has six-stranded steel wires and a steel wire core. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. After initial friction has removed the surface fibers, a harder PES coating remains to protect each strand, making the ropes highly wear- and vandalism-resistant.



ELEMENTS decks are made of 17.8mm thick HPL supported by a unique designed aluminium frame with multiple attachment options by usage of aluminium connectors. The main posts are made of high quality pre-galvanized steel with powder coated top finish. Post tops are closed with caps of UV stabilized nylon (PA6).



ELEMENTS rubber membranes are conveyor belt made of layers of rubber mixed of natural rubber and SBR rubber, and embedded with layers of armoring made of woven PE and PA. The thickness 8mm ensures high durability in any environment.

Item no. PCE210500-0902

Installation Information

Max. fall height	7'10"
Safety surfacing area	876 ft ²
Number of installers	2
Total installation time	43.0
Excavation volume	1.57 yd ³
Concrete volume	0.14 yd ³
Footing depth (standard)	2'9"
Shipment weight	2,578 lbs
Anchoring options	In-ground ✓ Surface ✓

Warranty Information

EcoCore HDPE	Lifetime
Post	10 years
Curved Panels	10 years
Membrane	2 years
Spare parts guaranteed	10 years

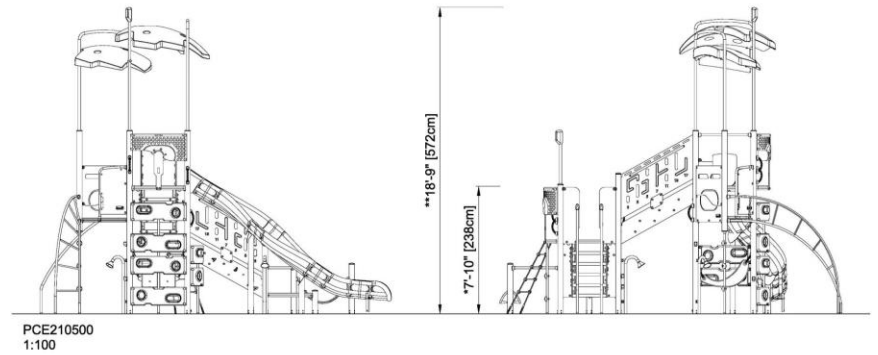
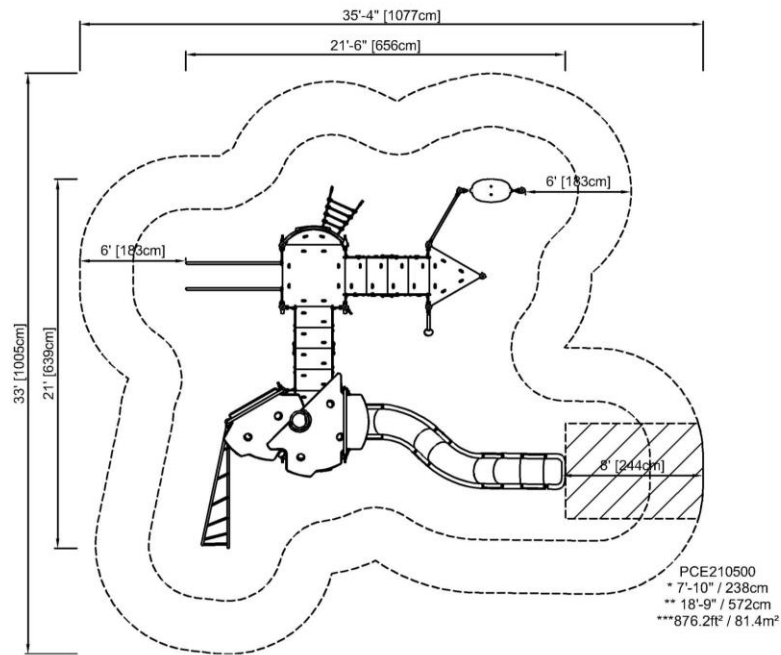
Elevated activities 6	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	4	2	2
Required	3	2	2

Rainier

PCE2105

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



[Click to see 1:100 ratio TOP VIEW](#)

[Click to see 1:100 ratio SIDE VIEW](#)



Curved slide

Physical: sliding develops spatial awareness and a sense of balance. Furthermore, the core muscles are trained when sitting upright going down.
Social-Emotional: empathy stimulated by turn-taking.
Cognitive: young children develop their understanding of space, speed and distances when sliding down quickly.



Wall climber

Physical: climbing supports cross coordination, proprioception, and the development of major muscle groups and hand strength.
Social-Emotional: two-sided climbing spurs social interaction and turn-taking.



Play shells

Physical: the swaying movement stimulates the sense of balance, necessary to sit still on a chair.
Social-Emotional: meeting, taking a break and turn-taking are supported, skills necessary to learn how to avoid conflicts.



Talk tube

Social-Emotional: encourages communication and social interaction.
Cognitive: evokes curiosity and stimulates an understanding of cause and effect and object permanence: objects and persons exist also when out of sight.



Accessible stairway

Physical: climbing the accessible stairway is for all and supports cross coordination as well as arm and leg muscles. For young children, walking stairs and alternating feet is developed. Hand and muscle strength when climbing outside of stairs.
Social-Emotional: room for active breaks and adult helpers. An inclusive space.



Banister bars

Physical: balance, spatial awareness and coordination are developed when going down, as well as arm, leg and core muscles when holding tight. Landing strengthens bone density, which is built for life in early childhood.
Social-Emotional: turn-taking and risk-taking.



Rope ladder

Physical: cross coordination is supported when children climb the ladder. The climbing also trains leg and arm muscles.



Somersault bar

Physical: develop balance and core when hanging from knees. Arm, leg and core muscles are developed when climbing up, somersaulting around. Balance and spatial awareness are strengthened.
Social-Emotional: meeting, socializing and turn-taking when climbing up and down via bar.



Hammock

Physical: coordination and sense of balance when swaying.
Social-Emotional: meeting, pushing friends gently back and forth, turn-taking.
Cognitive: for toddlers cause and effect understanding.





PHYSICAL
Joy of movement:
motor skills, muscle, cardio
and bone density



SOCIAL-EMOTIONAL
Joy of being together:
teamwork, tolerance and
sense of belonging



COGNITIVE
Joy of learning:
curiosity, understanding of causal
relationships and knowledge of the world



CREATIVE
Joy of creating:
co-creation and experimenting
with materials



BALANCE
To balance is to stay upright when walking or standing on a surface that makes this challenging (e.g. a wobbly, inclined, or narrow surface).



HANG IN ARMS
To hang in arms is the act of carrying the body with the hands or arms, possibly to traverse to another platform or play item.



SENSORY
To sense is the act of taking in information with the sensory system: seeing, feeling, hearing or sensing with the body.



BOUNCE
To bounce is the act of bouncing on a responsive, flexible, elastic or tensile surface.



JUMP
To jump is the act of jumping up or down on a hard surface.



SLIDE
To slide is the act of moving fast downwards seated on a slide.



CLIMB
To climb is the act of moving upwards, cross-coordinating arms and legs, on a vertical or inclined surface or net.



PULL
To pull is the act of pulling an item towards you or you towards an item with one or both hands, or possibly using the entire body.



SOCIALIZE
To socialize is the act of meeting, communicating or cooperating in an activity that stimulates and facilitates social interaction.



CONSTRUCT
To construct is the act of creating new patterns, shifting items or materials to new positions or constructing with materials that can be transformed or manipulated.



PUSH
To push is the act of pushing an item away from you with one or both hands, possibly with the entire body.



SPIN
To spin involves a fast, repeated horizontal or vertical turn of the body on a piece of equipment that facilitates the movement.



CRAWL
To crawl is the movement of moving forwards or backwards, cross-coordinating arms and legs, on a horizontal or slightly inclined surface.



ROCK
To rock is the action of rocking back and forth, or sideways, on e.g. a piece of spring equipment.



SWAY
To sway is the movement of swaying back and forth, or around, lying, seated or possibly standing, in a pendulant or circular movement, e.g. on a hammock or on a rope.



DRAMATIC PLAY
Dramatic play is motivated through play items that stage a frame, place or environment for acting out make believe or role play scenarios.



ROTATE
To rotate involves a vertical or horizontal slower paced turn of the body, facilitated by a piece of equipment.



SWING
To swing is the movement of swinging back and forth, or in circular movement, seated, standing or lying, in an unhindered arc.



GLIDE
To glide is the act of moving from one point to another without shifting the feet, in a horizontal or vertical movement, in a seated, lying or standing position, letting gravity do the work.



RULES PLAY
Rules play is motivated through play items that suggest games-with-rules, cooperation and team work, e.g. tic-tac-toe, timers or ball games.



WONDER
To wonder is motivated through play items that make children need and use their logical, abstract or creative thinking skills, as well as their memory.




Sherpa

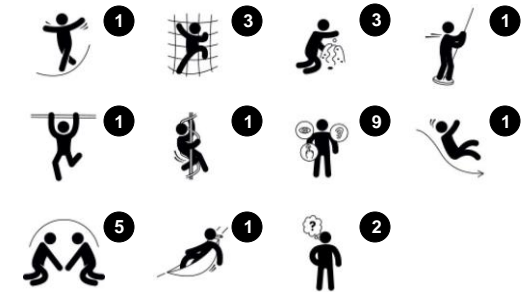
PCE1051



Item no. PCE105100-0603

General Product Information

Dimensions LxWxH	15'2"x12'2"x15'0"
Age group	2 - 5
Play capacity (users)	13
Color options	  



The Sherpa invites children and the variety of play activities makes them come back again and again. An accessible stairway offers an easy entry to the platform. The combination of climbing, swaying and sliding is a recipe for great fun. The climbing panels add more muscle and cross-coordination training options. From the platform, a stomach-tickling slide ride

or a rotating glide brings the child back to ground level, supporting important motor skills such as spatial awareness. This is important when judging distances and managing obstacles safely. The hammock at ground level can be used by all, either as a seat or for lying on tummies. The Sherpa supports a variety of physical skills and additionally the tactile flower

panel develops fine motor skills and an understanding of cause-and-effect.



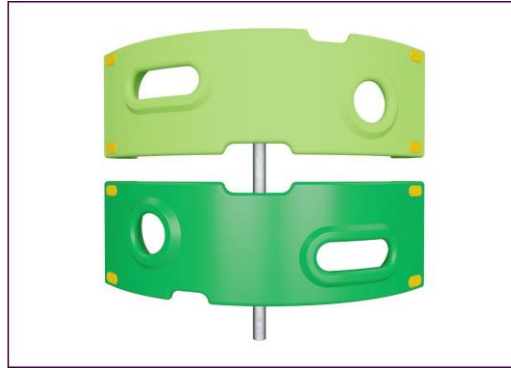
Data is subject to change without prior notice.

Sherpa

PCE1051



The Curved ELEMENTS panels are molded of UV stabilized recyclable PE with multiple options for in-build play features that also ensures a strong panel solution. Straight panels are made of KOMPAN 19mm PE EcoCore™ which is a highly durable, eco-friendly and recyclable material.



The climbing elements displayed are molded in one piece with a minimum 5mm wall thickness. The climbing elements are made of recyclable PE which has a high impact resistance across a wide temperature span which ensures vandal resistance in all locations.



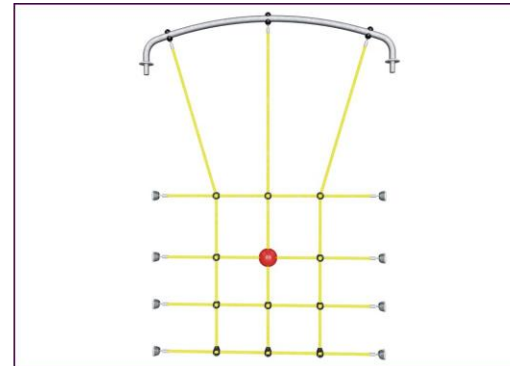
The ELEMENTS roofs are made of recyclable PE with a minimum wall thickness of 5 mm to ensure high durability in all climates around the world. The steel pipes are hot dip galvanised inside and outside for maximum durability.



ELEMENTS decks are made of 17.8mm thick HPL supported by a unique designed aluminium frame with multiple attachment options by usage of aluminium connectors. The main posts are made of high quality pre-galvanized steel with powder coated top finish. Post tops are closed with caps of UV stabilized nylon (PA6).



ELEMENTS rubber membranes are conveyor belt made of layers of rubber mixed of natural rubber and SBR rubber, and embedded with layers of armouring made of woven PE and PA. The thickness 8mm ensures high durability in any environment.



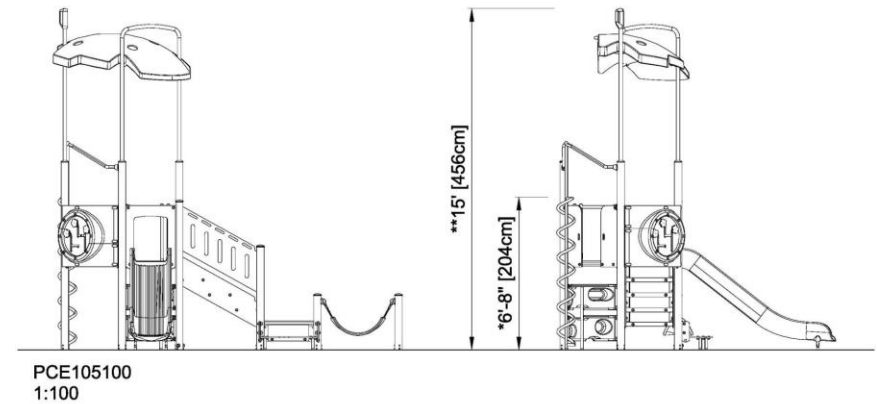
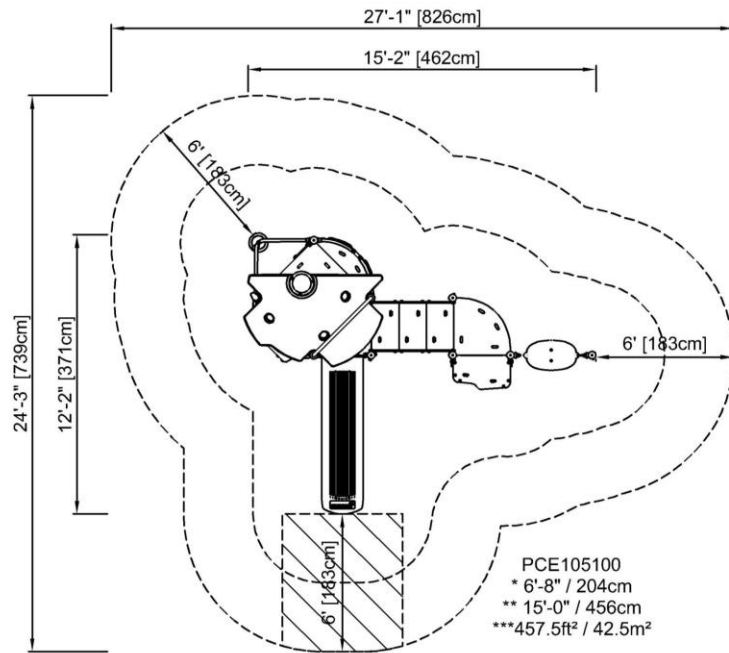
ELEMENTS ropes has six-stranded steel wires and a steel wire core. Each strand is tightly wrapped with PES yarn, which is melted onto each individual strand. After initial friction has removed the surface fibers, a harder PES coating remains to protect each strand, making the ropes highly wear- and vandalism-resistant.

Item no. PCE105100-0603	
Installation Information	
Max. fall height	6'8"
Safety surfacing area	457 ft ²
Number of installers	2
Total installation time	18.3
Excavation volume	0.67 yd ³
Concrete volume	0.08 yd ³
Footing depth (standard)	27"
Shipment weight	1,075 lbs
Anchoring options	In-ground <input checked="" type="checkbox"/> Surface <input checked="" type="checkbox"/>
Warranty Information	
EcoCore HDPE	Lifetime
Post	10 years
Curved Panels	10 years
Membrane	2 years
Spare parts guaranteed	10 years

Elevated activities 4	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	4	1	1
Required	2	1	1

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



[Click to see 1:100 ratio TOP VIEW](#)

[Click to see 1:100 ratio SIDE VIEW](#)



Flower panel

Social-Emotional: invites cooperation due to the two-sidedness and provides for parallel play.

Cognitive: stimulates cause and effect understanding and logical thinking: making sounds when running flower through vertical grooves.

Creative: children can leave their mark, placing the flowers in different positions.



Curly climber

Physical: coordination and proprioception are supported when placing arms and legs correctly for going down. Sense of balance when rotating. Arm muscles for holding tight.

Social-Emotional: empathy stimulated by turn-taking.

Cognitive: logical thinking when placing arms and legs right for rotating downwards.



Wall climber

Physical: climbing supports cross coordination, proprioception, and the development of major muscle groups and hand strength.

Social-Emotional: two-sided climbing spurs social interaction and turn-taking.



Accessible stairway

Physical: climbing the accessible stairway is for all and supports cross coordination as well as arm and leg muscles. For young children, walking stairs and alternating feet is developed.

Social-Emotional: room for active breaks and adult helpers. An inclusive space.



Hammock

Physical: coordination and sense of balance when swaying.

Social-Emotional: meeting, pushing friends gently back and forth, turn-taking.

Cognitive: for toddlers cause and effect understanding.



Slide

Physical: sliding develops spatial awareness and a sense of balance. Furthermore, the core muscles are trained when sitting upright going down.

Social-Emotional: empathy stimulated by turn-taking.

Cognitive: young children develop their understanding of space, speed and distances when sliding down quickly.





PHYSICAL
Joy of movement:
motor skills, muscle, cardio
and bone density



SOCIAL-EMOTIONAL
Joy of being together:
teamwork, tolerance and
sense of belonging



COGNITIVE
Joy of learning:
curiosity, understanding of causal
relationships and knowledge of the world



CREATIVE
Joy of creating:
co-creation and experimenting
with materials



BALANCE
To balance is to stay upright when walking or standing on a surface that makes this challenging (e.g. a wobbly, inclined, or narrow surface).



HANG IN ARMS
To hang in arms is the act of carrying the body with the hands or arms, possibly to traverse to another platform or play item.



SENSORY
To sense is the act of taking in information with the sensory system: seeing, feeling, hearing or sensing with the body.



BOUNCE
To bounce is the act of bouncing on a responsive, flexible, elastic or tensile surface.



JUMP
To jump is the act of jumping up or down on a hard surface.



SLIDE
To slide is the act of moving fast downwards seated on a slide.



CLIMB
To climb is the act of moving upwards, cross-coordinating arms and legs, on a vertical or inclined surface or net.



PULL
To pull is the act of pulling an item towards you or you towards an item with one or both hands, or possibly using the entire body.



SOCIALIZE
To socialize is the act of meeting, communicating or cooperating in an activity that stimulates and facilitates social interaction.



CONSTRUCT
To construct is the act of creating new patterns, shifting items or materials to new positions or constructing with materials that can be transformed or manipulated.



PUSH
To push is the act of pushing an item away from you with one or both hands, possibly with the entire body.



SPIN
To spin involves a fast, repeated horizontal or vertical turn of the body on a piece of equipment that facilitates the movement.



CRAWL
To crawl is the movement of moving forwards or backwards, cross-coordinating arms and legs, on a horizontal or slightly inclined surface.



ROCK
To rock is the action of rocking back and forth, or sideways, on e.g. a piece of spring equipment.



SWAY
To sway is the movement of swaying back and forth, or around, lying, seated or possibly standing, in a pendulant or circular movement, e.g. on a hammock or on a rope.



DRAMATIC PLAY
Dramatic play is motivated through play items that stage a frame, place or environment for acting out make believe or role play scenarios.



ROTATE
To rotate involves a vertical or horizontal slower paced turn of the body, facilitated by a piece of equipment.



SWING
To swing is the movement of swinging back and forth, or in circular movement, seated, standing or lying, in an unhindered arc.



GLIDE
To glide is the act of moving from one point to another without shifting the feet, in a horizontal or vertical movement, in a seated, lying or standing position, letting gravity do the work.



RULES PLAY
Rules play is motivated through play items that suggest games-with-rules, cooperation and team work, e.g. tic-tac-toe, timers or ball games.



WONDER
To wonder is motivated through play items that make children need and use their logical, abstract or creative thinking skills, as well as their memory.

Universal Carousel

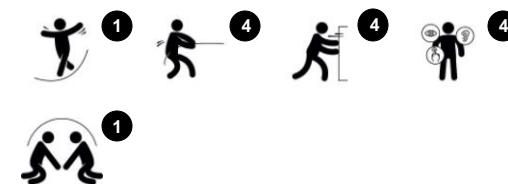
PCM157



Item no. PCM157-0201

General Product Information

Dimensions LxWxH	6'10"x6'10"x2'4"
Age group	2 - 12
Play capacity (users)	8
Color options	



WOW – this is play for everyone, no matter their abilities. The huge truly inclusive, universal design carousel attracts big groups of children and adults in for a spin. Due to its versatility, it appeals to children and adults again and again. The ground-level design makes the carousel accessible to everyone. The bench provides a comfortably seated spin. The handholds

function from both sides. From the inside they offer good support, while from the outside they get the carousel moving. Spinning on this carousel develops the vestibular system, sense of balance and spatial awareness. The benefits trained through play also include social skills, such as cooperation and empathy, by assisting friends of all abilities to spin and helping others

wanting to join or exit. It is play with a purpose for all.



Universal Carousel

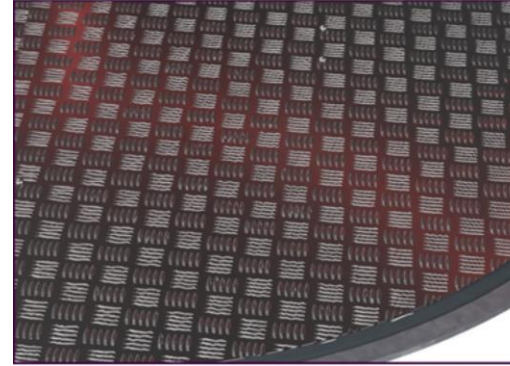
PCM157



Heavy duty designed welded carousel chassis of square steel pipes. The steel surfaces are hot dip galvanized inside and outside. The galvanization has excellent corrosion resistance in outside environments and is maintenance free.



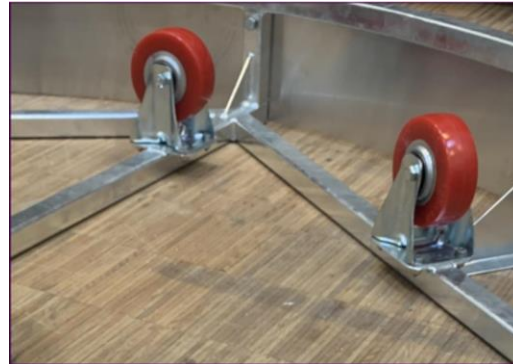
The metal parts are made of high quality steel, hot dip galvanized inside and outside with lead free zinc. On the outside, there is an additional layer of powder coating. This ensures both excellent corrosion resistance and colorful design expression.



Deck plate of 3mm thick non skid aluminum or 17,8mm thick HPL plate. For warm locations KOMPAN recommends HPL deck plate as the aluminum will get hot in sunny conditions. Both deck plate ensures safe play for all users and are maintenance free.



Seat is made of HPL with a thickness of 17.8mm with a very high wearing strength and a unique KOMPAN nonskid surface texture.



The roller system is designed with a fully closed lifetime lubricated center bearing supported by 10 wheels with a diameter of 125mm. The outer wheels ensures a smooth rotation under heavy load.



The outside hot dip galvanized steel ring makes a clear indication where the rotation deck begins.

Item no. PCM157-0201

Installation Information

Max. fall height	0"
Safety surfacing area	483 ft ²
Number of installers	2
Total installation time	4.7
Excavation volume	3.03 yd ³
Concrete volume	0.81 yd ³
Footing depth (standard)	1'3"
Shipment weight	613 lbs
Anchoring options	In-ground <input checked="" type="checkbox"/>

Warranty Information

Hot dip galvanized steel	Lifetime
Aluminum deck	15 years
HPL seat	15 years
Bearing construction	5 years
Spare parts guaranteed	10 years

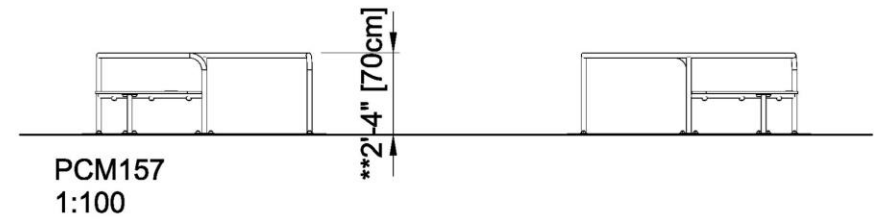
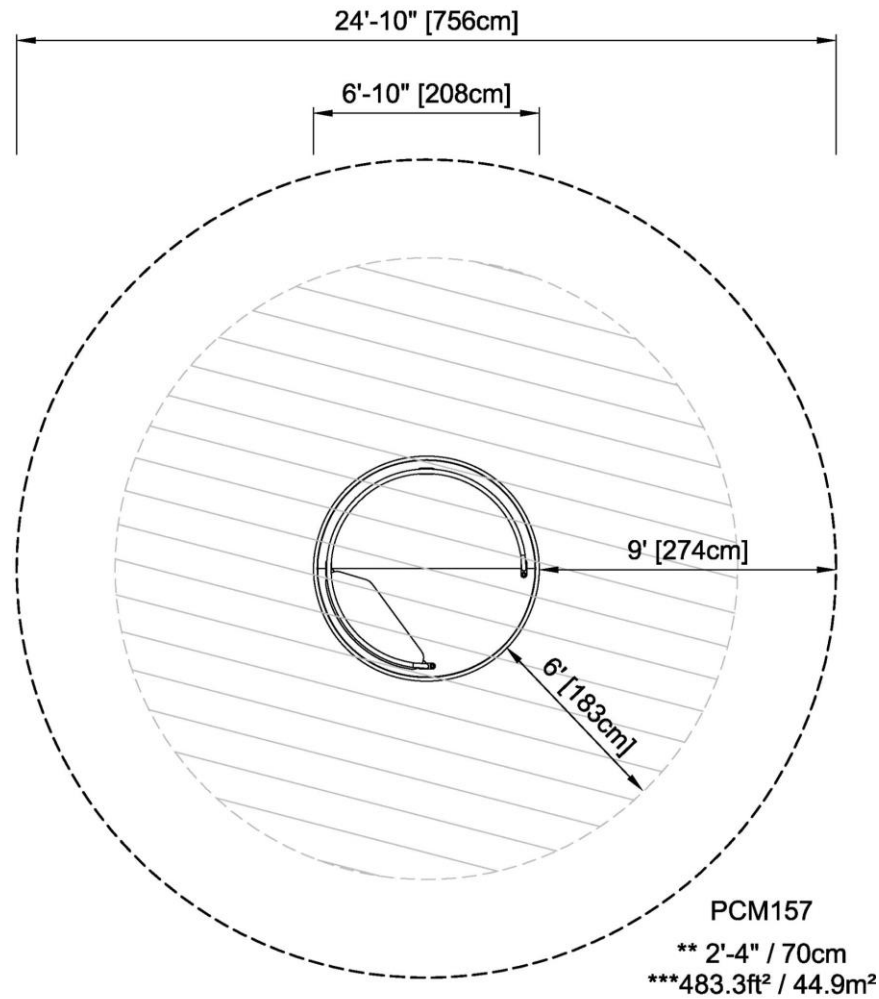
Elevated activities	Accessible elevated activities	Accessible ground level activities	Accessible ground level play types
Present	0	1	1
Required	0	1	1

Universal Carousel

PCM157

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



[Click to see 1:100 ratio TOP VIEW](#)

[Click to see 1:100 ratio SIDE VIEW](#)

Universal Carousel

PCM157



Bench

Social-Emotional: a secure resting point for less confident or physically agile users. Great point for adult users or assistants.



Handrails and side poles

Physical: pushing or pulling the carousel trains arm and leg muscles
Social-Emotional: pushing and pulling others facilitates cooperation and empathy: when to stop, how to take turns etc.



Rotation

Physical: pushing or pulling it into motion, children use their muscle strength and strengthen their cardio. The rotation develops the sense of balance and space when enjoying the ride.
Social-Emotional: listening and negotiating how slow or fast to go, children develop their empathy and cooperation skills.



Open space

Social-Emotional: room for many users, with or without assistive devices, to spin and play together. Training of cooperation and empathy.



Wide open entrance

Physical: enough space for securely jumping on and off while spinning, training agility, balance and coordination, as well as building bone density.
Social-Emotional: allows space for assistive devices and wheelchairs.

Universal Carousel

PCM157



PHYSICAL
Joy of movement:
motor skills, muscle, cardio
and bone density



SOCIAL-EMOTIONAL
Joy of being together:
teamwork, tolerance and
sense of belonging



COGNITIVE
Joy of learning:
curiosity, understanding of causal
relationships and knowledge of the world



CREATIVE
Joy of creating:
co-creation and experimenting
with materials



BALANCE
To balance is to stay upright when walking or standing on a surface that makes this challenging (e.g. a wobbly, inclined, or narrow surface).



HANG IN ARMS
To hang in arms is the act of carrying the body with the hands or arms, possibly to traverse to another platform or play item.



SENSORY
To sense is the act of taking in information with the sensory system: seeing, feeling, hearing or sensing with the body.



BOUNCE
To bounce is the act of bouncing on a responsive, flexible, elastic or tensile surface.



JUMP
To jump is the act of jumping up or down on a hard surface.



SLIDE
To slide is the act of moving fast downwards seated on a slide.



CLIMB
To climb is the act of moving upwards, cross-coordinating arms and legs, on a vertical or inclined surface or net.



PULL
To pull is the act of pulling an item towards you or you towards an item with one or both hands, or possibly using the entire body.



SOCIALIZE
To socialize is the act of meeting, communicating or cooperating in an activity that stimulates and facilitates social interaction.



CONSTRUCT
To construct is the act of creating new patterns, shifting items or materials to new positions or constructing with materials that can be transformed or manipulated.



PUSH
To push is the act of pushing an item away from you with one or both hands, possibly with the entire body.



SPIN
To spin involves a fast, repeated horizontal or vertical turn of the body on a piece of equipment that facilitates the movement.



CRAWL
To crawl is the movement of moving forwards or backwards, cross-coordinating arms and legs, on a horizontal or slightly inclined surface.



ROCK
To rock is the action of rocking back and forth, or sideways, on e.g. a piece of spring equipment.



SWAY
To sway is the movement of swaying back and forth, or around, lying, seated or possibly standing, in a pendulant or circular movement, e.g. on a hammock or on a rope.



DRAMATIC PLAY
Dramatic play is motivated through play items that stage a frame, place or environment for acting out make believe or role play scenarios.



ROTATE
To rotate involves a vertical or horizontal slower paced turn of the body, facilitated by a piece of equipment.



SWING
To swing is the movement of swinging back and forth, or in circular movement, seated, standing or lying, in an unhindered arc.



GLIDE
To glide is the act of moving from one point to another without shifting the feet, in a horizontal or vertical movement, in a seated, lying or standing position, letting gravity do the work.



RULES PLAY
Rules play is motivated through play items that suggest games-with-rules, cooperation and team work, e.g. tic-tac-toe, timers or ball games.



WONDER
To wonder is motivated through play items that make children need and use their logical, abstract or creative thinking skills, as well as their memory.

TECHNICAL SPECIFICATIONS

for

BAIN PARK PLAY EQUIPMENT AREA

SECTION 02 33 13 - UNDERGROUND UTILITY LOCATOR SERVICE

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes:

1. Requirements and standards for underground utility location services to be completed prior to commencement of construction.

1.2 RELATED WORK SPECIFIED ELSEWHERE

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

1.3 REFERENCES

- A. American Society of Civil Engineers, CI / ASCE 38 - 02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."
- B. American Public Works Association, Uniform Color Code."

1.4 DEFINITIONS

A. Utility Quality Levels:

1. Level A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents. Accuracy is typically set to 15-mm vertical and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.
2. Level B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality level B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

1.5 DESCRIPTION

A. Retain an independent utility locator service company with a minimum of five (5) years' experience to field locate, mark, and stakeout existing underground utilities and service connections.

1. Level B locator service shall be performed in all project areas where excavations, regrading of the ground surface, and penetrations of the ground surface are to be performed.

BAIN PARK PLAY EQUIPMENT AREA

- a. Contractor shall include a minimum of 16 hours of Level A locator service to locate underground utilities as identified on the contract drawings or as identified during the Level B investigation that require more specific location, invert elevation, size, etc. Level A investigation shall only be performed at locations where shown or as directed.
 - b. In heavy metal areas, such as near perimeter fences, ground penetrating radar shall be used to determine the location of underground utilities. The use of equipment that induce a tracing signal along the utility path (such as a Metrotech unit) can cause false readings, shall not be used within five feet of fences.
2. The Level A investigation shall be performed as follows:
 - a. Hand excavation may be performed for depths of three feet or less.
 - b. Vacuum excavation shall be performed at depths greater than three feet.
 - c. All excavation test pits shall be backfilled by close of business that day.
 3. Support and protect all utilities and service connections to remain in place.
 4. The locator service shall field locate and mark underground utilities and service connections prior to excavation.
 5. The contractor shall be responsible for coordinating the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.
 6. All costs associated with the repair of underground utilities and service connections hit/damaged during the investigative work shall be the responsibility of the contractor.
 7. Utility location services shall be in accordance with the provisions of CIASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data."

1.6 SUBMITTALS

- A. Submit detailed experience and qualifications description of underground utility locator service. Experience and qualifications package should include a description of the types of utility locator equipment and experience that can be provided.
- B. Investigative Report:
 1. Submit detailed written report and scaled drawings of the subsurface investigation, documenting all underground utilities and service connections located and identified.
 - a. All documentation shall be referenced to existing data (horizontal and vertical) previously established.
 - b. Provide three (3) paper copies and one (1) electronic copy of detailed written report and drawings.
 - c. Submit Investigative Report at least two weeks prior to advancing construction within the scheduled areas of excavation within the project site.

BAIN PARK PLAY EQUIPMENT AREA

1.7 COORDINATION AND SCHEDULE

- A. Coordinate the Work to determine the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.
- B. Coordinate the Work with the Owner's Representative to minimize utility disruptions and facility operations. Provide a schedule for the Work required to the Owner's Representative for approval. Upon approval of the schedule, notify the Owner's Representative a minimum of three (3) working days prior to performing the Work.
- C. Within the areas of excavation, all underground utilities and service connections shall be field located, and their locations marked at least two (2) weeks prior to the performance of the required excavation work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.1 WORK AREAS AND PERFORMANCE

- A. If any underground utilities and service connections are hit or damaged during the work, immediately inform the Owner and Engineer for directions on how to proceed.
- B. The utility locator service investigative work, field location and marking of underground utilities and service connections and submission of the investigative report must be completed before any excavation work can begin.
- C. Provide subsurface investigation information, detailed written report and drawings of the subsurface investigation, documenting all underground utilities and service connections located and identified, prior to the performance of the required excavation work.
- D. If during the Level B investigations, unknown underground utilities are discovered, the Engineer shall be notified as soon as possible or before the close of that business day.
- E. Field Marking of underground utilities shall follow the American Public Works Association (APWA) uniform color code:
 - 1. White: Proposed Excavation.
 - 2. Pink: Temporary Survey Markings.
 - 3. Red: Electric power lines, cables, conduit, and lighting cables.
 - 4. Yellow: Gas, oil, steam, petroleum, and gaseous material.
 - 5. Orange: Communications, alarm, signal lines, cables, or conduit.
 - 6. Blue: Potable water.
 - 7. Purple: Reclaimed water, irrigation, and slurry lines.
 - 8. Green: Sewer and drain lines.
- F. The Owner or Engineer may limit or restrict scheduling of the utility locator service based upon project progress.

END OF SECTION 02 33 13

SECTION 03 30 00– CAST-IN-PLACE CONCRETE SITE WORK

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes:

1. Concrete formwork, reinforcing steel, and cast-in-place concrete, for steps, concrete sidewalks, curbs, pavement, slabs, piers, foundation walls, footings, and miscellaneous concrete items.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 312000: Excavation and Fill.

1.3 REFERENCES

A. American Concrete Institute (ACI) documents

1. ACI 117-10: Specifications for Tolerances in Concrete Construction and Materials
2. ACI 212.3R-10: Report on Chemical Admixtures for Concrete; Chapter 15 Permeability Reducing Admixtures
3. ACI 302.2R-06: Guide for Concrete Slabs that Receive Moisture-Sensitive Flooring Materials.
4. ACI 304.2R-96: Placing Concrete by Pumping Methods
5. ACI 305R-10: Guide for Hot Weather Concreting
6. ACI 306R-10: Guide to Cold Weather Concreting
7. ACI 308.1-11: Standard Specification for Curing Concrete
8. ACI 360R-10: Guide to Design of Slabs on Grade
9. ACI 317: Reinforced Concrete Design
10. ACI 318: Building Code Requirements for Structural Concrete

B. American Society for Testing and Materials (ASTM)

1. ASTM C 94/C 94M – 11b: Standard Specification for Ready- Mixed Concrete.
2. ASTM C 494/C 494M - 11: Standard Specification for Chemical Admixtures for Concrete.
3. ASTM A1064/A1064M – Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete; 2017.

BAIN PARK PLAY EQUIPMENT AREA

4. ASTM C39/C39M – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens; 2016b.

5. ASTM C150/C150M – Standard Specification for Portland Cement; 2016.

C. New York State Department of Transportation Standard Specifications for Construction and Materials, Latest Edition.

1.4 SUBMITTALS

A. Product Data: Manufacturer's name, specifications, and installation instructions, for each item specified including:

1. Portland Cement: Brand, manufacturer's name, and material

2. Fly Ash: Name, location of source, DOT test numbers and material certificates.

3. Air-entraining Admixture: Brand, manufacturer's name, and material certificates.

4. Water-reducing Admixture: Brand, manufacturer's name, and material certificates.

5. High Range Water-reducing Admixture (Superplasticizer): Brand, manufacturer's name, and material certificates.

6. Corrosion Inhibitor Admixture: Brand, manufacturer's name, and material certificates.

7. Accelerating Admixture: Brand, manufacturer's name, and material certificates.

8. Aggregates: Name, location of source, DOT test numbers, and material certificates.

9. Lightweight Coarse Aggregates: Brand, manufacturer's name, and material certificates.

10. Chemical Hardener (Dustproofing): Brand and manufacturer's name, and application instructions.

11. Chemical Curing and Anti-Spalling Compound: Brand and manufacturer's name, and application instructions.

12. Bonding Agent (Adhesive): Brand and manufacturer's name, and preparation and application instructions.

13. Expansion Joint Fillers: Brand, manufacturer's name, and material certificates.

14. Water stop: Brand and manufacturer's name, and installation instructions.

15. Integral Water-Repellent Admixture: Brand, manufacturer name, specifications, application instructions and material certificates.

B. Design Mixes: For each concrete mix. Include alternate mix designs when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

BAIN PARK PLAY EQUIPMENT AREA

1. Include test results of proposed concrete proportions based on previous field experience or laboratory trial batches in accordance with ACI 301, Section 4.
 2. Pumped Concrete: Include test results of proposed design mix(es) tested under actual field conditions with the maximum horizontal run and vertical lift required for this project.
 3. Indicate amounts of mix water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement." Include material, grade, bar schedules, stirrup spacing, bent bar diagrams, arrangement, and supports of concrete reinforcement. Include special reinforcement required for openings through concrete structures.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork. Design and engineering of formwork are Contractor's responsibility.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who has completed concrete Work similar in material, design, and extent to that indicated for this Project and whose work has resulted in construction with a record of successful in-service performance.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products complying with ASTM C 94 requirements for production facilities and equipment.
1. Testing Agency Qualifications: An independent agency, acceptable to authorities having jurisdiction, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
 2. Personnel conducting field tests shall be qualified as ACI Concrete Field-Testing Technician, Grade 1, according to ACI CP-1 or an equivalent certification program.
 3. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician, Grade I. Testing agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician, Grade II.
- C. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, each aggregate from one source, and each admixture from the same manufacturer.
- D. Sealant Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable) and packaging date or batch number.
- E. Fly ash supplier shall be on the New York State Department of Transportation's current "Approved List of Suppliers of Fly Ash".
- F. Source Quality Control: The Owner reserves the right to inspect and approve the following items, at his own discretion, either with his own forces or with a designated inspection agency:

BAIN PARK PLAY EQUIPMENT AREA

1. Batching and mixing facilities and equipment.
2. Sources of materials.

G. ACI 301, Section 1.4 Reference standards and cited publications:

1. ASTM C 311-11a Standard Methods of Sampling and Testing Fly Ash or Natural Pozzolans for Use as A Mineral Admixture in Portland Cement Concrete.

1.6 FIELD CONDITIONS

A. Cold-Weather Placement: Comply with ACI 306.1 and as follows. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

1. When average high and low temperature is expected to fall below 40 deg F for three successive days, maintain delivered concrete mixture temperature within the temperature range required by ACI 301.
2. Do not use frozen materials or materials containing ice or snow. Do not place concrete on frozen subgrade or on subgrade containing frozen materials.
3. Do not use calcium chloride, salt, or other materials containing antifreeze agents or chemical accelerators unless otherwise specified and approved in mixture designs.

B. Hot-Weather Placement: Comply with ACI 301 and as follows:

1. Maintain concrete temperature below 90 deg F at time of placement. Chilled mixing water or chopped ice may be used to control temperature, provided water equivalent of ice is calculated to total amount of mixing water. Using liquid nitrogen to cool concrete is Contractor's option.
2. Fog-spray forms, steel reinforcement, and subgrade just before placing concrete. Keep subgrade uniformly moist without standing water, soft spots, or dry areas.

C. Environmental Conditions:

1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 or above 85 degrees F.
2. Humidity and Moisture: Do not install the Work under this Section under conditions that are detrimental to the application, curing and performance of the specified materials.

D. Protection:

1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Steel Reinforcement: Deliver, store, and handle steel reinforcement to prevent bending and damage. Avoid damaging coatings on steel reinforcement.

B. Water stops: Store water stops under cover to protect from moisture, sunlight, dirt, oil, and other contaminants.

BAIN PARK PLAY EQUIPMENT AREA

C. ASTM C 94/C 94M, Article 14 - Batch Ticket Information: In addition to the information required by Paragraph 14.1, also include the following:

D. Batch Ticket shall include the following:

1. Type and brand, and amount of cement.
2. Weights of fine and coarse aggregates.
3. Class and brand, and amount of fly ash (if any).

PART 2 - PRODUCTS

2.1 CONCRETE

A. Cast-In-Place Concrete for Piers, Foundation Walls, and Miscellaneous Concrete Items: Normal weight, air entrained concrete with a minimum compressive strength of 4,500 PSI at the end of 28 days.

1. Design Air Content: ASTM C-260, and on the NYSDOT's current "Approved List"; 6% by volume, 1.5% +/- . Entrained air shall be provided by use of an approved air-entraining admixture.
2. Cement: ASTM C-150 Type I or II Portland cement.
3. Water-cement ratio not to exceed 0.45.
4. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source.
 - a. Maximum Coarse-Aggregate Size: $\frac{3}{4}$ " walls. Slabs 1-1/2 inches nominal.
 - b. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement
5. Water: Potable.
6. Slump: Between 2 and 4 inches; except when a water-reducing admixture is used maximum slump shall be 6 inches and when a high range water reducing admixture is used maximum slump shall be 8 inches.
7. Water-reducing Admixture: ASTM C-494 Type A and on the NYSDOT's current "Approved List".
8. High Range Water-reducing Admixture: ASTM C-494 Type F and on the NYSDOT's current "Approved List".
9. Corrosion-Inhibiting Admixture: ASTM C 494/C 494M, for use in resisting corrosion of steel reinforcement.
 - a. DCI Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400 and MasterLife CNI by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
 - b. DCI - S Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400.

BAIN PARK PLAY EQUIPMENT AREA

10. Fly Ash: ASTM C 618, including Table 1 (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.
- B. Cast-In-Place Concrete for Footings and Interior Slab-on-Ground: Normal weight, air entrained concrete with a minimum compressive strength of 4,000 PSI at the end of 28 days.
1. Design Air Content: ASTM C-260, and on the NYSDOT's current "Approved List"; 1.5% by volume, 1.5% +/- . Entrained air shall be provided by use of an approved air-entraining admixture.
 2. Cement: ASTM C-150 Type I or II Portland cement.
 3. Water-cement ratio not to exceed 0.50.
 4. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source.
 - a. Maximum Coarse-Aggregate Size: $\frac{3}{4}$ " walls. Slabs 1-1/2 inches nominal.
 - b. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement
 5. Water: Potable.
 6. Slump: Between 2 and 4 inches; except when a water-reducing admixture is used maximum slump shall be 6 inches and when a high range water reducing admixture is used maximum slump shall be 8 inches.
 7. Water-reducing Admixture: ASTM C-494 Type A and on the NYSDOT's current "Approved List".
 8. High Range Water-reducing Admixture: ASTM C-494 Type F and on the NYSDOT's current "Approved List".
 9. Corrosion-Inhibiting Admixture: ASTM C 494/C 494M, for use in resisting corrosion of steel reinforcement.
 - a. DCI Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400 and MasterLife CNI by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
 - b. DCI - S Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400.
 10. Fly Ash: ASTM C 618, including Table 1 (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.
- C. Cast-In-Place Concrete for Exterior Concrete Slab-on-Ground: Normal weight, air entrained concrete with a minimum compressive strength of 5,000 PSI at the end of 28 days.
1. Design Air Content: ASTM C-260, and on the NYSDOT's current "Approved List"; 6% by volume, 1.5% +/- . Entrained air shall be provided by use of an approved air-entraining admixture.
 2. Cement: ASTM C-150 Type I or II Portland cement.

BAIN PARK PLAY EQUIPMENT AREA

3. Water-cement ratio not to exceed 0.40.
4. Normal-Weight Aggregates: ASTM C 33, uniformly graded. Provide aggregates from a single source.
 - a. Maximum Coarse-Aggregate Size: $\frac{3}{4}$ " walls. Slabs 1-1/2 inches nominal.
 - b. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement
5. Water: Potable.
6. Slump: Between 2 and 4 inches; except when a water-reducing admixture is used maximum slump shall be 6 inches and when a high range water reducing admixture is used maximum slump shall be 8 inches.
7. Water-reducing Admixture: ASTM C-494 Type A and on the NYSDOT's current "Approved List".
8. High Range Water-reducing Admixture: ASTM C-494 Type F and on the NYSDOT's current "Approved List".
9. Corrosion-Inhibiting Admixture: ASTM C 494/C 494M, for use in resisting corrosion of steel reinforcement.
 - a. DCI Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave., Cambridge, MA 02140, (617) 876-1400 and MasterLife CNI by Master Builders/ BASF Building Systems, 23700 Chagrin Blvd., Cleveland, OH 44122, (800) 628-9990.
 - b. DCI - S Corrosion Inhibitor by W. R. Grace & Co., - Conn., 62 Whittemore Ave. Cambridge, MA 02140, (617) 876-1400.
10. Fly Ash: ASTM C 618, including Table 1 (except for footnote A), Class F except that loss on ignition shall not exceed 4.0 percent.

2.2 CONTROLLED LOW STRENGTH MATERIAL (CLSM) FILL

- A. Also known as Flowable Fill, Controlled Density Fill, Flowable Fill, Controlled Density Fill, Flowable Fly Ash, and Fly Ash Slurry.
- B. CLSM, Hand Tool Excavatable: Provide mix with compressive strength of 100 psi or less when measured 28 days from placement. Minimum air content at time of placement shall be 20%.
- C. In the absence of one year strength data, the cementitious content shall be a minimum of 150 lbs./cy, the minimum air content shall be 20%, and fresh unit weight shall be a maximum of 115 lbs./ft³, except where specified.

2.3 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd when dry.

BAIN PARK PLAY EQUIPMENT AREA

- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.
- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
- G. Concrete Sealer:
 - 1. Surebond/Safebond SB-7000 - clear concrete sealer for sidewalks.
 - 2. Specco Cure & Seal 350 – clear acrylic, copolymer, solvent-based, curing, sealing, hardening and dust proofing compound for curing and sealing concrete.
 - 3. Approved equivalents for non-water based penetrating type protective sealer which is on the NYSDOT Material List for concrete pavement.
- H. Concrete Hardener and Dustproofer: Magnesium-fluorosilicate concrete hardener and dust proofer that bonds chemically with the concrete.

- 1. Lapidolith by Sonneborn Building Products, Chemrex, Inc., 889 Valley Park Dr., Shakopee, MN 55379, (800) 433-9517, or

- 2. Approved equivalent.

2.4 FORM-FACING MATERIALS

- A. Prefabricated metal-framed plywood matched, tight fitting, stiffened to support weight of concrete.
- B. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Plywood, metal, or other approved panel materials.
 - 2. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. B-B (Concrete Form), Class 1 or better; mill oiled, and edge sealed.
- C. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit. Only acceptable for footings and foundations that are not visible in the completed structure.
- D. Forms for Cylindrical Columns, Pedestals, and Supports: Metal, glass-fiber-reinforced plastic, paper, or fiber tubes that produce surfaces with gradual or abrupt irregularities not exceeding specified formwork surface class. Provide units with sufficient wall thickness to resist plastic concrete loads without detrimental deformation.
- E. Chamfer Strips: Wood, metal, PVC or rubber; one-inch chamfer, unless stated otherwise in Construction Documents.
- F. Rustication Strips: Wood, metal, PVC, or rubber strips, kerfed for ease of form removal.

BAIN PARK PLAY EQUIPMENT AREA

G. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.

1. Formulate form-release agent with rust inhibitor for steel form-facing materials.

H. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.

1. Furnish units that leave no corrodible metal closer than 1-inch plane of exposed concrete surface.
2. Furnish ties that, when removed, leave holes no larger than 1-inch diameter in concrete surface.

2.5 STEEL REINFORCEMENT

A. Reinforcing Bars: ASTM A 615, Grade 60 deformed.

B. Epoxy-Coated Reinforcing Bars: ASTM A 615 deformed bars, ASTM A 775 epoxy coated, with less than 2 percent damaged coating in each 12-inch length.

C. Steel Bar Mats: ASTM A 184, fabricated from ASTM A 615, deformed bars, assembled with clips.

D. Plain-Steel Wire: ASTM A 1064.

E. Deformed-Steel Wire: ASTM A 1064.

F. Epoxy-Coated Wire: ASTM A 884, Class A, Type 1 coated, plain-steel wire, with less than 2 percent damaged coating in each 12-inch length.

G. Plain-Steel Welded-Wire Reinforcement: ASTM A 1064, plain, fabricated from as-drawn steel wire into flat sheets. 6-inch x 6-inch – W2.9 x W2.9, ASTM A-185, welded wire fabric.

H. Deformed-Steel Welded-Wire Reinforcement: ASTM A 1064, flat sheet.

I. Epoxy-Coated Welded-Wire Reinforcement: ASTM A 884, Class A coated, Type 1, plain steel.

2.6 REINFORCEMENT ACCESSORIES

A. Joint Dowel Bars: ASTM A 615, Grade 60 plain-steel bars, cut true to length with ends square and free of burrs.

B. Smooth Stainless-Steel Joint Dowel Bars

C. Epoxy-Coated Joint Dowel Bars: ASTM A 615, Grade 60 plain-steel bars, ASTM A 775 epoxy coated.

D. Epoxy Repair Coating: Liquid, two-part, epoxy repair coating; compatible with epoxy coating on reinforcement and complying with ASTM A 775.

E. Zinc Repair Material: ASTM A 780.

F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports

BAIN PARK PLAY EQUIPMENT AREA

from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:

1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.

2.7 SEALANT

A. Type 1B Sealant:

1. For Horizontal Joints: One-part, self-leveling silicone or polyurethane sealant for traffic bearing construction; Bostik Chem-Calk 955-SL, Tremco Vulkem 45, Pecora Urexpam NR-201, Pecora 300-SL, Pecora 310-SL, Sika Sikaflex-1CSL, Dow Corning CCS.
2. For Vertical Joints: One-part, non-sag silicone or polyurethane sealant; Tremco Vulkem 116, Pecora Dynatrol I, Sika Sikaflex Textured Sealant, Dow Corning CCS or CWS, Pecora 301-NS, Pecora 311-NS.

2.8 JOINT MATERIALS

- A. Closed Cell Polyethylene Foam Joint Filler: For use around penetrations. Flexible, chemical resistant, non-bleeding, non-staining, "strip-off" edge, by A.H. Harris & Sons, Inc. or approved equivalent.
- B. Fiber Expansion Joint Filler: Resilient, flexible, non-extruding joint compound composed of cellular fibers securely bonded together and uniformly saturated with asphalt, by A.H. Harris & Sons, Inc., or approved equivalent.
- C. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.
- D. Backer Rod: Compressible rod stock or expanded, extruded polyethylene.
- E. Bond Breaker Tape: Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant.
- F. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.
- G. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

2.9 DETECTABLE WARNING SURFACE

- A. Units shall be composed of cementitious materials, steel, iron, plastics, polymeric materials, resins, pigments, or as approved by the Engineer.
- B. Owner/Architect to select final color.
- C. Units shall provide the required contrast (light-on-dark or dark-on-light) with the adjacent curb ramp or other applicable walkway. The units shall be uniform in color and texture, be free of cracks or other defects, and have clean-cut and well-defined edges.

BAIN PARK PLAY EQUIPMENT AREA

D. Units shall adhere to hot mix asphalt (HMA) or Portland cement concrete (PCC) surfaces at a minimum air temperature of 60°F, and a minimum surface substrate temperature of 70°C. They shall be weather resistant and durable to normal pedestrian wear and maintenance activities, and show no appreciable fading, lifting or shrinkage. The unit shall be capable of molding or fitting itself to the contours, breaks, and faults of HMA or PCC surfaces, and show no significant tearing, rollback, lifting, or other signs of poor adhesions. The units shall have friction characteristics similar to a broomed PCC surface.

E. The detectable warnings shall meet the following physical properties:

Standard	Property	Results
ASTM C-501	Wear Resistance	Wear Index \geq 15
ASTM C1028	Slip Resistance	Dry Coefficient of friction 0.8 minimum
ASTM E-96	Water Vapor Transmission	100 grams/sq. meter/24 hours
Various	Adhesion/Bonding Strength	See Note*

*Note: Due to the various types of materials available, the Manufacturer shall certify, through independent laboratory testing, that the type of material used for detectable warnings will bond to a prepared surface.

F. Construction Methods

1. Preformed, surface applied, detectable warning units shall be shipped and packaged in accordance with commercially accepted standards. The following information shall be marked on each package or on the shipping invoice: the name of the product, the name and address of the manufacturer, and the quantity of material.

2. Detectable warnings shall consist of raised truncated domes with a diameter of nominal 0.9 in-1.41 in, a height of nominal 0.2 in and a center-to-center spacing of nominal 1.625-2.41 in and shall contrast visually with adjoining surfaces, either light-on-dark, or dark-on-light.

3. The material used to provide contrast shall be an integral part of the walking surface. Detectable warnings used on interior surfaces shall differ from adjoining walking surfaced in resiliency or sound-on-cane contact.

4. Detectable warnings must have a visual contrast of 70% or more to the surrounding surface.

5. Detectable warnings must be 24 inches for the full width of the ramp.

6. A protective sealer shall be applied over the entire ramp to produce a durable wearing surface.

2.10 PRODUCTION (Amendments to ACI 301, Chapter 7):

A. Provide ready-mixed concrete, either central-mixed or truck-mixed.

BAIN PARK PLAY EQUIPMENT AREA

1. When air temperature is between 85- and 90-degrees F, reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F reduce mixing and delivery time to 60 minutes.
2. Provide adequate controls to insure that the temperature of the concrete when placed does not exceed 90 degrees F., and make every effort to place it at a lower temperature. The temperature of the concrete as placed shall not be so high as to cause difficulty from loss of slump, flash set or cold joints. Ingredients may be cooled before mixing by shading the aggregates, fog spraying the coarse aggregate, chilling the mixing water or other approved means. Mixing water may be chilled with flake ice or well-crushed ice of a size that will melt completely during mixing, providing the water equivalent of the ice is calculated into the total amount of mixing water.
3. Protect concrete from physical damage or reduced strength due to weather extremes during mixing, placement and curing.
4. In cold weather, comply with ACI 306R.
 - a. When air temperature is below 40 degrees F heat the mixing water and, if necessary, the aggregates to obtain a concrete mixture temperature of not less than 50 degrees F and not more than 80 degrees F (27 degrees C) at point of placement. If the mixing water is heated, do not exceed a temperature of 140 degrees F at the time it is added to the cement and aggregates.
5. In hot weather, comply with ACI 305R.
 - a. When air temperature is between 85 degrees F and 90 degrees F, reduce mixing and delivery time from 1 1/2 hours to 75 minutes, and when air temperature is above 90 degrees F, reduce mixing and delivery time to 60 minutes.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Do not use items of aluminum for mixing, chuting, conveying, forming, or finishing concrete, except magnesium alloy tools may be used for finishing.
- B. Check items of aluminum required to be embedded in the concrete and ensure that they are coated, painted or otherwise isolated in an approved manner.
- C. Install water stops in accordance with manufacturer's printed instructions.
- D. Hardened concrete, reinforcement, forms, and earth which will be in contact with fresh concrete shall be free from frost at the time of concrete placement.
- E. Do not deposit concrete in water. Keep excavations free of water by pumping or by other approved methods.
- F. Prior to placement of concrete, remove all hardened concrete spillage and foreign materials from the space to be occupied by the concrete.

3.2 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301 to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads. As deemed necessary by the Contractor, the contractor shall

BAIN PARK PLAY EQUIPMENT AREA

engage the services of a licensed design professional to oversee the design of the formwork system.

B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:

1. Class A, 1/8 inch for smooth-formed finished surfaces.
2. Class B, 1/4 inch for rough-formed finished surfaces.

C. Construct forms tight enough to prevent loss of concrete mortar.

D. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.

1. Install keyways, reglets, recesses, and the like, for easy removal.
2. Do not use rust-stained steel form-facing material.

E. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.

F. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.

G. Chamfer exterior corners and edges of permanently exposed concrete. Chamfer shall be $\frac{3}{4}$ " minimum, unless otherwise noted on the project documents.

H. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.

I. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.

J. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

K. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.3 EMBEDDED ITEM INSTALLATION

A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

1. Install anchor rods, accurately located, to elevations required and complying with tolerances in Section 7.5 of AISC 303.

BAIN PARK PLAY EQUIPMENT AREA

3.4 STEEL REINFORCEMENT INSTALLATION

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.
- B. Clean reinforcement of loose rust and mill scale, earth, ice, and other foreign materials that reduce bond to concrete.
- C. Accurately position, support, and secure reinforcement against displacement. Locate and support reinforcement with bar supports to maintain minimum concrete cover. Do not tack weld crossing reinforcing bars.
- D. Set wire ties with ends directed into concrete, not toward exposed concrete surfaces.
- E. Install welded-wire reinforcement in longest practicable lengths on bar supports spaced to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps of adjoining sheet widths to prevent continuous laps in either direction. Lace overlaps with wire.
- F. Epoxy-Coated Reinforcement: Repair cut and damaged epoxy coatings with epoxy repair coating according to ASTM D 3963/D 3963M. Use epoxy-coated steel wire ties to fasten epoxy-coated steel reinforcement

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations identified on the contract drawings and/or on submittal approved by Engineer.
 - 1. Continue reinforcement across construction joints unless otherwise indicated.
 - 2. Form keyed joints as indicated. Embed keys at least 1-1/2 inches into concrete.
 - 3. Locate joints for beams, slabs, joists, and girders in the middle third of spans. Offset joints in girders a minimum distance of twice the beam width from a beam-girder intersection.
 - 4. Locate horizontal joints in walls and columns at underside of floors, slabs, beams, and girders and at the top of footings or floor slabs.
 - 5. Space vertical joints in walls as indicated on the project documents. Locate joints beside piers integral with walls, near corners, and in concealed locations where possible. All proposed joint locations shall be submitted to the Engineer for approval during the submittal process.
 - 6. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
 - 7. Use epoxy-bonding adhesive at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness as follows:

BAIN PARK PLAY EQUIPMENT AREA

1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.

D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.

1. Extend joint-filler strips full width and depth of joint, terminating flush with finished concrete surface unless otherwise indicated.

2. Terminate full-width joint-filler strips not less than 1/2 inches more than 1 inches below finished concrete surface where joint sealants.

3. Install joint-filler strips in lengths as long as practicable. Where more than one length is required, lace or clip sections together.

E. Doweled Joints: Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt coat one-half of dowel length to prevent concrete bonding to one side of joint.

3.6 CONCRETE PLACEMENT

A. Comply with ACI 301 for placing concrete.

B. Before test sampling and placing concrete, water may be added at Project site, subject to limitations of ACI 301.

C. Consolidate concrete with mechanical vibrating equipment according to ACI 301.

3.7 APPLICATION OF CLSM

A. Examine conditions of substrates and other conditions under which work is to be performed and notify the Engineer in writing, of circumstances detrimental to the proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

B. Keep excavations free of water. Do not deposit CLSM in water.

C. Hardened CLSM, forms, and earth which will be in contact with fresh CLSM shall be free from frost at the time of CLSM placement.

D. Prior to placement of CLSM, remove all foreign materials from the space to be occupied by the CLSM.

3.8 FINISHING FORMED SURFACES

A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections exceeding 1/2 inch.

1. Apply to concrete surfaces not exposed to public view.

BAIN PARK PLAY EQUIPMENT AREA

B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/8 inch.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish.

C. Rubbed Finish: Apply the following rubbed finish, defined in ACI 301, to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-rubbed finish.
2. Cork-floated finish.

D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.9 FINISHING UNFORMED SURFACES

A. General: Comply with ACI 302.1R for screening, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces not exposed to public view.

C. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.

1. Apply to concrete surfaces exposed to public view, to receive a rubbed finish, or to be covered with a coating or covering material applied directly to concrete.

D. Rubbed Finish: Apply the following to smooth-formed-finished as-cast concrete where indicated:

1. Smooth-Rubbed Finish: Not later than one day after form removal, moisten concrete surfaces and rub with carborundum brick or another abrasive until producing a uniform color and texture. Do not apply cement grout other than that created by the rubbing process.

2. Grout-Cleaned Finish: Wet concrete surfaces and apply grout of a consistency of thick paint to coat surfaces and fill small holes. Mix 1-part portland cement to 1-1/2 parts fine sand with a 1:1 mixture of bonding admixture and water. Add white Portland cement in amounts determined by trial patches, so color of dry grout matches adjacent surfaces. Scrub grout into voids and remove excess grout. When grout whitens, rub surface with clean burlap and keep surface damp by fog spray for at least 36 hours.

3. Cork-Floated Finish: Wet concrete surfaces and apply a stiff grout. Mix 1-part portland cement and 1-part fine sand with a 1:1 mixture of bonding agent and water. Add white portland cement in amounts determined by trial patches, so color of dry grout

BAIN PARK PLAY EQUIPMENT AREA

matches adjacent surfaces. Compress grout into voids by grinding surface. In a swirling motion, finish surface with a cork float.

E. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.10 FINISHING FLOORS AND SLABS

A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.

B. Floated Finish: Slabs and fill over which waterproofing, roofing, vapor barrier, insulation, terrazzo, or resin bound flooring is required.

C. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restraighten until surface is free of trowel marks and uniform in texture and appearance.

D. Broom Finish

3.11 MISCELLANEOUS CONCRETE ITEM INSTALLATION

A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.

B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.12 CONCRETE PROTECTING AND CURING

A. Hot Weather Concreting: Comply with ACI 305R whenever the atmospheric temperature or the form surface temperature is at or above 90 degrees F., or climatic conditions of wind and/or low humidity will cause premature drying of the concrete.

B. Curing Temperature: Maintain the temperature of the concrete at 50 degrees F. or above during the curing period. Keep the concrete temperature as uniform as possible and protect from rapid atmospheric temperature changes. Avoid temperature changes in concrete which exceeds 5 degrees F. in any one hour and 50 degrees F. in any 24-hour period.

C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb./sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.

D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.

E. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:

1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:
 - a. Water.

BAIN PARK PLAY EQUIPMENT AREA

- b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with a 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.

3.13 JOINT PREPARATION

- A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.
 1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section. When necessary or when directed, wire brush, grind, or acid etch to thoroughly clean joint surfaces.
- B. Joint Filler Installation
 1. Set joint fillers at proper depth and position as required for installation of bond breakers, backer rods and sealants. Do not leave voids or gaps between the ends of joint filler units.
 - a. Smooth Edged Joints: For joints between two concrete slabs or where new concrete abuts smooth edged materials use either filler as specified.
 - b. Irregular Edged Joints: For joints where new concrete abuts granite curbs or other irregular edges use closed cell polyurethane joint filler.
- C. Backer Rod and Bond Breaker Tape Installation
 1. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.
 2. Provide backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.
- D. Sealant installation
 1. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.
 2. Prime joint surfaces which are to receive Type 1A Sealant. Do not allow the primer to spill or migrate onto adjoining surfaces.
 3. Apply sealant with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, apply sealant by knife or by pouring as applicable.

BAIN PARK PLAY EQUIPMENT AREA

4. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant and eliminate air voids. Provide a neat smoothly finished joint with a slightly concave surface unless otherwise indicated or recommended by the manufacturer.

a. Use tool wetting agents as recommended by the sealant manufacturer.

E. Cleaning

1. Immediately remove misapplied sealant and drippings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.

2. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up any remaining defacement caused by the Work.

3.14 CONCRETE SURFACE REPAIRS

A. Defective Concrete: Repair and patch defective areas when approved by the Engineer. Remove and replace concrete that cannot be repaired and patched to the Engineer's approval.

B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1-part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.

C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.

1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch any dimension to solid concrete. Limit cut depth to 3/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.

2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.

3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by the Engineer.

D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.

1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch or that penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.

2. After concrete has cured at least 14 days, correct high areas by grinding.

BAIN PARK PLAY EQUIPMENT AREA

3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4- inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.

E. Perform structural repairs of concrete, subject to the Engineer's approval, using epoxy adhesive and patching mortar.

F. Repair materials and installation not specified above may be used, subject to the Engineer's approval.

3.15 FIELD QUALITY CONTROL

A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.

B. Inspections:

1. Steel reinforcement placement in accordance with ACI 318 Sections 3.5 and 7.1-7.7.
2. Verification of use of required design mixture.
3. Concrete placement, including conveying and depositing in accordance with ACI 318 Sections 5.9 and 5.10
4. Curing procedures and maintenance of curing temperature.
5. Verification of concrete strength before removal of shores and forms in accordance with ASTM C39.

C. Concrete Tests: Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed according to the following requirements:

BAIN PARK PLAY EQUIPMENT AREA

1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one set for each additional 50 cu. yd. or fraction thereof.
 - a. When frequency of testing provides fewer than five compressive-strength tests for each concrete mixture, testing shall be conducted from at least five randomly selected batches or from each batch if fewer than five are used.
2. Slump: ASTM C 143; one test at point of placement for each composite sample, but not less than one test for each day's pour of each concrete mixture. Perform additional tests when concrete consistency appears to change.
3. Air Content: ASTM C 231, pressure method, for normal-weight concrete; one test for each composite sample, but not less than one test for each day's pour of each concrete mixture.
4. Concrete Temperature: ASTM C 1064; one test hourly when air temperature is 40 deg F and below or 80 deg F and above, and one test for each composite sample.
5. Compression Test Specimens: ASTM C 31.
 - a. Cast and laboratory cure cylinder specimens for each composite sample.
6. Compressive-Strength Tests: ASTM C 39; at a minimum test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
 - a. Test one set of two field-cured specimens at 7 days and one set of two specimens at 28 days.
 - b. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated.
7. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
8. Test results shall be reported in writing to Owner and Engineer, concrete manufacturer, and Contractor within 48 hours of testing. Reports of compressive-strength tests shall contain Project identification name and number, date of concrete placement, name of concrete testing and inspecting agency, location of concrete batch in Work, design compressive strength at 28 days, concrete mixture proportions and materials, compressive breaking strength, and type of break for both 7- and 28-day tests.
9. Nondestructive Testing: Impact hammer, sonoscope, or other nondestructive device may be permitted by Engineer but will not be used as sole basis for approval or rejection of concrete.
10. Additional Tests: Testing and inspecting agency shall make additional tests of concrete when test results indicate that slump, air entrainment, compressive strengths, or other requirements have not been met, as directed by the Engineer. The cost for the additional testing shall be borne by the Contractor. Testing and inspecting agency may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42 or by other methods as directed by the Engineer.

BAIN PARK PLAY EQUIPMENT AREA

11. Additional testing and inspecting, at Contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

12. Correct deficiencies in the Work that test reports and inspections indicate do not comply with the Contract Documents.

END OF SECTION 033000

SECTION 31 00 00 – SITE CLEARING

PART 1 GENERAL

1.1 This Section includes:

- A. Protecting existing trees and vegetation to remain.
- B. Removal of trees, shrubs, designated plant life and vegetation.
- C. Removal of topsoil and subsoil, rough grading, and site contouring.
- D. Clearing and grubbing.
- E. Temporary erosion and sedimentation control measures.
- F. Removal of above and below grade improvements and surface debris.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 31 20 00: Excavation and Fill
- C. Section 31 25 13: Erosion and Sediment Control

1.3 DEFINITIONS

- A. Topsoil: Natural or cultivated surface-soil layer containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 2 inches in diameter; and free of subsoil and weeds, roots, toxic materials, or other non-soil.
- B. Clearing: Removal of trees, shrubs, bushes, and other organic matter found at or above original ground level.
- C. Remove: Remove existing items from site and legally dispose of them off-site, unless indicated to be removed and reinstalled. Removal shall be completed daily.
- D. Existing to Remain: Existing items that are not to be removed and that are not otherwise indicated to be removed or removed and reinstalled.

1.4 SUBMITTALS

- A. Pre-Construction photographs sufficiently detailed, of existing conditions of trees, adjoining construction, and site improvements. Submit before work begins.
- B. Submit schedule indicating proposed trees to be removed or trimmed to Owner and Architect for review prior to commencement of work.

BAIN PARK PLAY EQUIPMENT AREA

1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from the Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
 3. Provide clear and appropriate signage for alternate routes and proper notice to people.
- B. Maintain access to existing adjacent areas of the building, walkways, roads, and other adjacent occupied or used facilities.
1. This is an active facility and phasing of the work will be required and with agreement of Owner to minimize disruptions to the existing operations.
 2. Do not close or obstruct adjacent areas of the building, walkways, roads, or other occupied or used facilities without agreement with the Owner and written permission from authorities having jurisdiction.
- C. Utility Locator Service: Notify utility locator service (Dig Safely New York – 811 or 800-962-7962) or retain services of a private utility locating firm for area where Project is located before site clearing.
- D. Hazardous Materials:
1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials shall be removed as per the characterization of hazard and disposed of in accordance with NYSDEC requirements.
- E. Storage of removed items or materials on-site will not be permitted, unless indicated to be removed and stockpiled on site.
- F. Utility Service: Maintain existing utilities in service and protect them against damage during selective demolition operations.
- G. Do not commence site clearing and demolition operations until temporary erosion and sedimentation control measures are in place.

1.5 DELIVERY AND STORAGE

- A. Deliver and store materials in a manner to prevent contamination or segregation.

1.6 QUALITY ASSURANCE

- A. Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 PRODUCTS (Not Used)

BAIN PARK PLAY EQUIPMENT AREA

PART 3 EXECUTION

3.1 PREPARATION AND PROTECTION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction. Damaged or lost benchmark, monuments and survey control points shall be replaced by a licensed New York State Registered Land Surveyor at the Contractor's expense.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.
- D. Identify trees to be removed and trimmed and confirm with Owner and Engineer prior to any demolition.
- E. When unanticipated conflicts with intended function or design are encountered, investigate, and measure the nature and extent of conflict. Promptly submit a written report to Engineer.
- F. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with adjacent areas of the building, roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct adjacent areas of the building, streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
 - 2. Erect temporary protection, such as walks, ramps, fences, and railings where required to permit safe passage of people and vehicles.
 - 3. Protect existing building elements, appurtenances, and items to remain.
- G. Identify and protect existing utilities.
- H. Tree Protection: Erect and maintain a temporary fence around drip line of individual trees or around perimeter drip line of groups of trees to remain. Remove fence when construction is complete.
 - 1. Do not store construction materials, debris, or excavated material within drip line of remaining trees.
 - 2. Do not permit vehicles, equipment, or foot traffic within drip line of remaining trees.
 - 3. Do not excavate within drip line of trees, unless otherwise indicated.
- I. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people, damage to buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area.

BAIN PARK PLAY EQUIPMENT AREA

3.2 CLEARING AND GRUBBING

- A. Install erosion control measures at the limits of clearing and grubbing or as indicated on the Contract Drawings prior to commencement of clearing and grubbing. Repair and or replace erosion control devices immediately if damaged during clearing and grubbing.
- B. Remove obstructions, grass, and other vegetation to permit installation of new construction. Removal includes digging out stumps and obstructions and grubbing roots.
- C. Do not remove trees, shrubs, and other vegetation unless indicated to be removed.
- D. Completely remove stumps, roots, obstructions, and debris extending to a depth of 18 inches below exposed subgrade.
- E. Carefully grub within drip line of remaining trees.
- F. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding 8-inch loose depth and compact each layer to a density equal to adjacent original ground.

3.3 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to whatever depths is encountered in a manner to prevent intermingling with underlying subsoil or other waste materials.
 - 1. Remove subsoil and non-soil materials from topsoil, including trash, debris, weeds, roots, and other waste materials.
- C. Stockpile topsoil materials away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust. Provide temporary erosion and sediment control measures as indicated on the Contract Drawings.
 - 1. Limit height of topsoil stockpiles to 72 inches.
 - 2. Do not stockpile topsoil within drip line of remaining trees.
 - 3. Stockpile surplus topsoil and allow for respreading deeper topsoil
 - 4. Dispose of unused topsoil at the end of the project as specified for waste material disposal.

3.4 TREE/STUMP REMOVAL

- A. Removal:
 - 1. Remove tree, stump, and root system in entirety.
 - 2. Remove material from the site daily.
 - 3. Dispose at authorized facility.

BAIN PARK PLAY EQUIPMENT AREA

B. Restoration

1. Place fill, rough grade area and restore to existing conditions

3.5 REMOVAL AND DISPOSAL

A. Removal:

1. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials, including trash and debris, and legally dispose of them off Owner's property.
2. Remove material from the site daily.
3. Dispose at authorized facility.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

D. Dumping: No dumping shall be allowed in any stream, corridor, wetlands, surface waters, or at unspecified locations or at locations not approved by the Engineer or regulatory agencies.

E. Leave Work area in a neat and uncluttered condition.

3.5 SITE IMPROVEMENTS

A. Remove existing above- and below-grade improvements as indicated and as necessary to facilitate new construction. The Contractor shall temporarily relocate existing mailboxes, road signs, fences, landscaping, etc. during construction and re-install them at their original location once the work is completed.

B. Remove slabs, paving, curbs, gutters, and aggregate base as indicated.

1. Unless existing full-depth joints coincide with line of demolition, neatly saw-cut length of existing pavement, slabs, sidewalks, curbs, and gutters to remain before removing existing pavement. Saw-cut faces vertically.

3.6 ROUGH GRADING

A. Identify required lines, levels, contours, and datum.

B. Identify known underground, above ground, and aerial utilities. Stake and flag locations.

C. Notify utility companies to paint out utility locations.

D. Excavate topsoil and subsoil from areas to be further excavated, re-landscaped, or re-graded.

E. Stockpile topsoil and subsoil in designated area(s).

END OF SECTION 31 00 00

SECTION 31 20 00 – EXCAVATION AND FILL

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Preparing subgrades for structures, walks, pavements, grasses, and plants.
 - 2. Subbase course for concrete slabs, walks and asphalt pavement.
 - 3. Excavating and backfilling trenches for utilities and structures.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Plans and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 31 00 00: Site Clearing
- C. Section 32 92 00: Topsoil and Seeding

1.3 DEFINITIONS

- A. Earth Excavation: The removal of all surface and subsurface material not classified as rock as defined below.
- B. Unsatisfactory Soil: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction. Soil that may contain rock or gravel larger than 3 inches in any dimension, frozen materials, organic matter vegetation, soft, nondurable particles, elongated particles, or other deleterious matters.
- C. Contaminated Soil: Soil that may require specific disposal method/location as it may contain items such as but not limited to trace/detect chemical, oil or soft or loose bituminous asphalt tar.
- D. Construction Debris Soil: Soil containing debris, waste, rubbish, slag, cinders, ashes, metals, or other manmade or foreign materials.
- E. Rock: Limestone, sandstone, shale, granite, and similar material in solid beds or masses in its original or stratified position which can be removed only by blasting operations, drilling, wedging, or use of pneumatic tools, and boulders with a volume greater than 1.0 cu yd. Concrete building foundations and concrete slabs, not indicated, with a volume greater than 1.0 cu yd shall be classified as rock.
 - 1. Limestone, sandstone, shale, granite, and similar material in a broken or weathered condition which can be removed with an excavator or backhoe equipped with a bucket with ripping teeth or any other style bucket shall be classified as earth excavation.
 - 2. Masonry building foundations, whether indicated or not, shall be classified as earth excavation.
- F. Unclassified Earth Excavation: The excavation and disposal of all surface and subsurface materials of any description necessary to perform the work of this contract. This will include:

BAIN PARK PLAY EQUIPMENT AREA

1. All soil deposits of any description both above and below groundwater levels. These may be naturally deposited or placed by previous construction operations.
- G. Subgrade Surface: Surface upon which subbase or topsoil is placed.
- H. Subbase: Select granular material or subbase course Type 2 which is placed immediately beneath pavement or concrete slabs.
- I. Maximum Density: The dry unit weight in pounds per cubic foot of the soil at "Optimum Moisture Content" when determined by ASTM D 698 (Standard Proctor), or ASTM D 1557 (Modified Proctor).
- J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- K. Landscaped Areas: Areas not covered by structures, walks, roads, paving, or parking.
- L. Unauthorized Excavation: The removal of material below required elevation indicated on the Drawings or beyond lateral dimensions indicated or specified without specific written direction by the Engineer.
- M. Grading Limit Line (Shown on Drawings): Limits of grading, excavations and filling required for the work of this contract. Unless specifically noted otherwise, the Grading Limit Line and Contract Limit Line will be considered the same.

1.4 SUBMITTALS

- A. Product Data:
 1. Filter Fabric: Manufacturer's catalog sheets, specifications, and installation instructions.
 2. Geogrid: Manufacturer's catalog sheets, specifications, and installation instructions.
- B. Quality Control Submittals:
 1. Subbase Materials: Material Test Reports: Classification according to ASTM D 2487, laboratory compaction curve according to ASTM D1557 and certified gradation analysis according to ASTM C136 for each soil material proposed for fill and backfill. Name and location of source and the DOT Source Number.
 2. Other Aggregates: Name and location of source and soil laboratory test results.

1.5 PROJECT CONDITIONS/COORDINATION AND SCHEDULING

- A. Existing Utilities:
 1. Coordinate the work to determine the extent of the areas of subsurface investigation required to locate all underground utilities and service connections in the areas of excavation.
 2. Coordinate the work with the Owner and Engineer to minimize utility disruptions and facility operations. Provide a schedule for the Work required to the Owners Representative for approval. Upon approval of the schedule, notify the Owner's Representative a minimum of three (3) working days prior to performing the Work.

BAIN PARK PLAY EQUIPMENT AREA

3. Within the areas of excavation, all underground utilities and service connections shall be field located, and their locations marked at least two (2) weeks prior to the performance of the required excavation work.

B. Existing Conditions:

1. Protect existing trees and plants during performance of the work unless otherwise indicated. Box trees and plants indicated to remain within the grading limit line with temporary steel fencing or solidly constructed wood barricades as required. Protect root systems from smothering. Do not store excavated material or allow vehicular traffic or parking within the branch drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.

2. Dewatering: Include the disposal of surface water and ground water, which may accumulate in open excavations, unfinished fills, or other low areas. Remove water by pumping, or other methods to prevent softening of exposed surfaces. Surface dewatering plan shall include the rerouting of any storm water runoff or natural drainage if necessary and shall comply with NYS DEC requirements.

3. Protection and Restoration of Surfaces: Protect newly graded areas from traffic, erosion, and settlements. Repair and reestablish damaged or eroded slopes, elevations or grades and restore surface construction prior to acceptance. Protect existing streams, ditches and storm drain inlets from water-borne soil by means of straw bale dikes. Conduct work in accordance with NYS DEC requirements.

C. Cold Weather Requirements:

1. Excavation: When freezing temperatures are anticipated, do not excavate to the final required elevations for concrete work unless concrete can be placed immediately.

2. Backfilling: Do not backfill with any frozen soil materials.

D. Thru-traffic or fill placement with heavy construction vehicles or equipment which causes rutting or weaving to occur within the perimeter of a building will not be permitted. If rutting or weaving occurs during placement of fill, place specified fill in a stable area outside building perimeter and spread with tracked equipment to specified layer thickness.

1.5 DELIVERY AND STORAGE

A. Deliver and store materials in a manner to prevent contamination or segregation.

B. Protect filter fabric from sunlight during transportation and storage.

1.6 QUALITY ASSURANCE

A. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

B. Routine testing of existing soils and compacted material for compliance with these Specifications shall be performed by a testing agency acceptable to Engineer.

C. Compacted material that does not meet density requirements shall be removed and/or re-compacted and retested.

BAIN PARK PLAY EQUIPMENT AREA

PART 2 PRODUCTS

2.1 MATERIALS

A. Select Granular Fill Material: Stockpiled, sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
2 inch	50.0	100
No. 40	0.425	0-70
No. 200	0.075	0-15

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after four test cycles.
2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve will not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2-inch sieve will consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than three times its least dimension.

B. Subbase Course: Stockpiled, crushed ledge rock or approved blast furnace slag. NYSDOT Type 2 or approved equal is acceptable. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
2 inch	50.0	100
1/4 inch	6.3	25-60
No. 40	0.425	5-40
No. 200	0.075	0-10

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after four test cycles.
2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve will not exceed 5.0.

BAIN PARK PLAY EQUIPMENT AREA

3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2-inch sieve will consist of flat or elongated particles. A flat or elongated particle is defined as one which has its greatest dimension more than three times its least dimension.

C. #1 Crushed Stone: Clean, durable, sharp-angled fragments of rock of uniform quality. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
1 inch	25.0	100
1/2 inch	12.5	90 – 100
¼ inch	6.3	0-15

1. Magnesium Sulfate Soundness Test: 18 percent maximum loss by weight after ten test cycles.

D. #2 Crushed Stone: Clean, durable, sharp-angled fragments of rock of uniform quality. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
1-1/2 inch	37.5	100
1 inch	25.0	90 – 100
1/2 inch	12.5	0-15

1. Magnesium Sulfate Soundness Test: 18 percent maximum loss by weight after ten test cycles.

E. #1 Screened Gravel: Clean, durable gravel free from coatings. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
1 inch	25.0	100
1/2 inch	12.5	90 – 100
¼ inch	6.3	0-15

BAIN PARK PLAY EQUIPMENT AREA

1. Magnesium Sulfate Soundness Test: 18 percent maximum loss by weight after ten test cycles.

F. #2 Screened Gravel: Clean, durable gravel free from coatings. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
1-1/2 inch	37.5	100
1 inch	25.0	90 – 100
1/2 inch	12.5	0-15

1. Magnesium Sulfate Soundness Test: 18 percent maximum loss by weight after ten test cycles.

G. Underdrain Filter Type 2 (NYSDOT 605.10, 733-2002 or approved equal): Material consisting of crushed stone, sand, gravel, or screened gravel. Comply with the gradation and material requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
1/2 inch	12.5	100
1/4 inch	6.3	20 – 100
No. 10	2.0	0-15
No. 20	.85	0-5

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after ten test cycles.

BAIN PARK PLAY EQUIPMENT AREA

H. Selected Borrow/Fill: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with the gradation requirements specified below:

Sieve		Percent Passing
Sieve Size	Size opening (mm)	
4 inch	101.6	100
No. 40	0.425	0-70
No. 200	0.075	0-15

I. Suitable Material (Fill and Backfill for Landscaped Areas): Material consisting of mineral soil (inorganic), blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof. Maximum particle size will not exceed 2/3 of the specified layer thickness prior to compaction. NOTE: Material containing cinders, industrial waste, sludge, building rubble, land fill, muck, and peat will be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface.

J. Flowable Fill: Shall consist of a mixture of Portland cement, sand, water and admixtures proportioned to provide a non-segregating, free-flowing, self-consolidating material that will result in a hardened, dense backfill.

1. Shall have a 28-day compressive strength between 40 and 100 psi.

K. Bioretention Soil: Material consisting of sand and organic material free of stones, stumps, roots, or other woody material over 1-inch diameter.

1. Shall be classified as a USDA sandy loam, loamy sand, loam, or a loam/sand mix (with 35%- 60% sand).
2. Less than 25% USDA clay.
3. Minimum permeability = 0.5 feet/day
4. pH range: 5.2 – 7.6
5. Organic content: 3-7%

BAIN PARK PLAY EQUIPMENT AREA

2.2 GEOTEXTILE

- A. Pavement Section Geogrid: Tensar TriAx Geogrid or approved equivalent.
- B. Erosion Control: Filter X, Mirafi 100X, Stabilinka T140N or approved equivalent.
- C. Separation for Underdrains: Amoco 2002 & 2004, Contech Construction Products Inc. C-180, Synthetic Industries Geotex 250ST & 315ST, Mirafi Geolon HP570 & HP1500 or approved equivalent.
- D. ADS Geosynthetics 315WTM woven geotextile fabric.
- E. ADS Geosynthetics 601T non-woven geotextile fabric.

PART 3 EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.

3.2 CLEARING AND GRUBBING

- A. Clear and grub the site within the grading limit line of trees, shrubs, brush, other prominent vegetation, debris, and obstructions except for those items indicated to remain. Completely remove stumps and roots protruding through the ground surface.
 - 1. Use only hand methods for grubbing inside the drip line of trees indicated to be left standing.
 - 2. Where roots and branches of trees indicated to be saved interfere with new construction, carefully and cleanly cut them back to point of branching.
- B. Fill depressions caused by the clearing and grubbing operations in accordance with the requirements for filling and backfilling unless further excavation is indicated.

3.3 REMOVAL OF TOPSOIL

- A. Remove existing topsoil from areas within the Grading Limit Line where excavation or fill is required.
- B. Stockpile approved topsoil where directed until required for use. Place, grade, and shape stockpiles for proper drainage.
 - 1. Topsoil will be tested prior to stockpiling. Stockpile only quantities of topsoil approved in writing for re-use.

3.4 UNDERGROUND UTILITIES

- A. Locate existing underground utilities prior to commencing excavation work. Determine exact utility locations by hand excavated test pits. Support and protect utilities to remain in place.
- B. Do not interrupt existing utilities that are in service until temporary or new utilities are installed and operational.

BAIN PARK PLAY EQUIPMENT AREA

- C. Utilities to remain in service: Will be re-routed as shown on the Contract Drawings.
- D. Utilities abandoned beneath and five feet laterally beyond the structure's proposed footprint will be removed in their entirety. Excavations required for their removal will be backfilled and compacted as specified herein.
- E. Utilities extending outside the five feet limit specified above may be abandoned in place provided their ends are adequately plugged as described below.
 - 1. Permanently close open ends of abandoned underground utilities exposed by excavations, which extend outside the limits of the area to be excavated.
 - 2. Close open ends of metallic conduit and pipe with threaded galvanized metal caps or plastic plugs or other approved method for the type of material and size of pipe. Do not use wood plugs.
 - 3. Close open ends of concrete and masonry utilities with concrete or flow-able fill.

3.5 EXCAVATION

- A. Excavate earth as required for the Work.
- B. Install and maintain all erosion and sedimentation controls during all earthwork operations as specified on the Contract Drawings.
- C. Maintain sides and slopes of excavations in a safe condition until completion of backfilling. Comply with Code of Federal Regulations Title 29 - Labor, Part 1926 (OSHA).
 - 1. Trenches: Deposit excavated material on one side of trench only. Trim banks of excavated material to prevent cave-ins and prevent material from falling or sliding into trench. Keep a clear footway between excavated material and trench edge. Maintain areas to allow free drainage of surface water.
- D. Stockpile excavated materials classified as suitable material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage as approved by the Engineer.
- E. Excavation for Structures: Conform to elevations, lines, and limits indicated. Excavate to a vertical tolerance of plus or minus 1 inch. Extend excavation a sufficient lateral distance to provide clearance to execute the work.
- F. Slabs and Floors: Excavate to the following depths below bottom of concrete for addition of select granular material:
 - 1. Interior Floors: 6 inches unless otherwise indicated.
 - 2. Exterior Slabs and Steps: 12 inches unless otherwise indicated.
- G. Pipe Trenches: Open only enough trench length to facilitate laying pipe sections. Unless otherwise indicated on the Drawings, excavate trenches approximately 24 inches wide plus the outside pipe diameter, equally divided on each side of pipe centerline. Cut trenches to cross section, elevation, profile, line, and grade indicated. Accurately grade and shape trench bottom for uniform bearing of pipe in undisturbed earth. Excavate at bell and coupling joints to allow ample room for proper pipe connections.
 - 1. Trench in Rock: Excavate an additional 6 inches below bottom of pipe for bed of cushion material under the piping.

BAIN PARK PLAY EQUIPMENT AREA

- H. Open Ditches: Cut ditches to cross sections and grades indicated.
- I. Pavement: Excavate to subgrade surface elevation.
- J. Unauthorized Excavations: Unless otherwise directed, backfill unauthorized excavation under footings, foundation bases, and retaining walls with compacted select granular material without altering the required footing elevation. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavation of the same classification, unless otherwise directed by the Engineer.
- K. Notify the Engineer upon completion of excavation operations. Do not proceed with the work until the excavation is inspected and approved. Inspection of the excavation by the Engineer will be made on three working days' notice.
- L. Removal of Unsuitable Material Beneath Structures and Other Improvements: Excavate encountered unsuitable materials, which extend below required elevations, to additional depth as directed by the Engineer. Have cross sections taken to determine the quantity of such excavation. Do not backfill this excavation prior to quantity measurement.

3.6 DEWATERING

- A. Prior to the performance of any excavations provide dewatering methods such that the groundwater table is maintained at an elevation that is beneath the excavated depth.
- B. Prevent surface and subsurface water from flowing into excavations and trenches and from flooding the site and surrounding area.
- C. Do not allow water to accumulate in excavations or trenches. Remove water from all excavations immediately to prevent softening of undercutting footings, and soil changes detrimental to the stability of subgrades. Furnish and maintain pumps, sumps, suction and discharge piping systems, and other system components necessary to convey the water away from the Site.
- D. Convey water removed from excavations, and rainwater, to collecting or run-off area. Cut and maintain temporary drainage ditches and provide other necessary diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.
- E. Provide temporary controls to restrict the velocity of discharged water as necessary to prevent erosion and siltation of receiving areas.

3.7 SUBGRADE SURFACE FOR WALKS AND PAVEMENT

- A. Shape and grade subgrade surface as follows:
 - 1. Walks: Shape the surface of areas under walks to required line, grade and cross section, with the finish surface not more than 1 inch above or below the required subgrade surface elevation.
 - 2. Pavements: Shape the surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subgrade surface elevation.
- B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.
- C. Thoroughly compact subgrade surface for walks and pavement by mechanical rolling, tamping, or with vibratory equipment as approved to the density specified.

BAIN PARK PLAY EQUIPMENT AREA

3.8 PLACING GEOTEXTILE FABRIC

- A. Place and overlap geotextile fabric in accordance with the manufacturer's installation instructions, unless otherwise shown.
- B. Cover tears and other damaged areas with additional fabric layer extending three feet beyond the damage.
- C. Do not permit traffic or construction equipment directly on fabric.
- D. Backfill over fabric within two weeks after placement. Backfill in accordance with the fabric manufacturer's instructions and in a manner to prevent damage to the fabric.

3.9 PLACING FILL AND BACKFILL

- A. Surface Preparation of Fill Areas: Strip topsoil, remaining vegetation, and other deleterious materials prior to placement of fill. Remove all asphalt pavement in its entirety from areas requiring the placement of fill or break up old pavements to a maximum size of four inches. Prior to placement of fill, smooth out and compact areas where wheel rutting has occurred due to stripping or earthwork operations.
- B. Place backfill and fill materials in layers not more than eight inches thick in loose depth unless otherwise specified. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or covered with ice.
 - 1. Place fill and backfill against foundation walls, and in confined areas such as trenches not easily accessible by larger compaction equipment, in maximum six-inch-thick loose depth layers.
 - 2. For large fill areas, the layer thickness may be modified by the Engineer, at the Contractor's written request, if in the Engineer's judgment, the equipment used is capable of compacting the fill material in a greater layer thickness. This request will include the type and specifications of compaction equipment intended for use.
- C. Under Exterior Concrete Slabs and Steps:
 - 1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
 - 2. Subbase Material: Place 12 inches of select granular material over subgrade surface.
- D. Under Pavements and Walks:
 - 1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
 - 2. Subbase Material: Place as indicated.
- E. Landscaped Areas: Place suitable material when required to complete fill or backfill areas up to subgrade surface elevation. Do not use material containing rocks over four inches in diameter within the top 12 inches of suitable material.
- F. Plastic Pipe in Trenches: Place cushion material a minimum of six inches deep under pipe, 12 inches on both sides, and 12 inches above top of pipe. Complete balance of backfill as specified.
 - 1. Trench in Rock: Place a minimum six-inch-deep bed of cushion material under pipe.

BAIN PARK PLAY EQUIPMENT AREA

- G. Backfilling Excavation Resulting from Removal of Unsuitable Material Beneath Structures and Other Improvements: Backfill the excavation with compacted select granular material.

3.10 COMPACTION

- A. All materials with exception of open graded stone:

1. Compact each layer of fill and backfill for the following area classifications to the percentage of maximum density specified below and at a moisture content suitable to obtain the required densities, but at not less than three percent drier or more than two percent wetter than the optimum content as determined by ASTM D 698 (Standard Proctor) or 1557 (Modified Proctor).

- a. Structures (entire area within ten feet outside perimeter): 95 percent (Modified)
- b. Concrete Slabs and Steps: 95 percent (Modified)
- c. Landscaped Areas: 90 percent (Standard)
- d. Pavements and Walks: 95 percent (Modified)
- e. Pipes and Tunnels: 95 percent (Modified)
- f. Pipe Bedding: 95 percent (Modified)

2. When the existing ground surface to be compacted has a density less than that specified for the particular area classification, break up and pulverize, and moisture condition to facilitate compaction to the required percentage of maximum density.

3. Moisture Control:

- a. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, and during compaction operations.
- b. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing, until moisture content is reduced to a value which will permit compaction to the percentage of maximum density specified.

4. If a compacted layer fails to meet the specified percentage of maximum density, the layer will be recompact and retested. If compaction cannot be achieved the material/layer will be removed and replaced. No additional material may be placed over a compacted layer until the specified density is achieved.

3.11 ROUGH GRADING

- A. Exterior Grading: Trim and grade area within the grading limit line and excavations outside the limit line, required by this Contract, to a level of 4 inches below the finish grades indicated unless otherwise specified herein or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.

1. Slope cut and fill in transition areas, outside of the grading limit line, to meet corresponding levels of existing grades at a slope of 1 vertical to 2 horizontal unless otherwise indicated.

BAIN PARK PLAY EQUIPMENT AREA

2. Landscaped Areas: Provide uniform subgrade surface within 1 inch of required level to receive topsoil thickness specified. Compact fill as specified to within three inches of subgrade surface. Remove objectionable material detrimental to proper compaction or to placing full depth of topsoil. If the top three inches of subgrade has become compacted before placement of topsoil, harrow or otherwise loosen rough graded surface to receive topsoil to a depth of three inches immediately prior to placing topsoil.

3. Do not place fill material on surfaces that are muddy, saturated, frozen, or contain frost or ice.

3.12 FINISH GRADING

A. Uniformly grade rough graded areas within limits of the grading limit line to finish grade elevations indicated.

B. Grade and compact to smooth finished surface within tolerances specified, and to uniform levels or slopes between points where finish elevations are indicated or between such points and existing finished grade.

C. Grade areas adjacent to building lines so as to drain away from structures and to prevent ponding.

D. Finish surfaces free from irregular surface changes, and as follows:

1. Grassed Areas: Finish areas to receive topsoil to within one inch above the required final surface elevations.

2. Walks: Place and compact subbase material as specified. Shape surface of areas under walks to required line, grade, and cross section, with the finish surface not more than 1/2 inch above the required subbase elevation.

3. Pavements: Place and compact subbase material as specified. Shape surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above the required subbase elevation.

3.13 MAINTENANCE AND RESTORATION

A. Restore grades to indicated levels where settlement or damage due to performance of the work has occurred. Correct conditions contributing to settlement. Remove and replace improperly placed or poorly compacted fill materials.

B. Restore pavements, walks, curbs, lawns, and other exterior surfaces damaged during performance of the work to match the appearance and performance of existing corresponding surfaces as closely as practicable.

C. Water seeded areas as required until physical completion of the work.

3.14 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

A. Remove from property and dispose of excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements.

B. Transport excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements, to spoil areas on property, and dispose of such materials as directed.

C. Transport excess topsoil to areas on property designated by the Owner's Representative. Smooth grade deposited topsoil.

BAIN PARK PLAY EQUIPMENT AREA

3.15 FIELD QUALITY CONTROL

- A. Special Inspections: A qualified special inspector shall perform the following special inspections:
 - 1. Prior to placement of fill, verify that site has been prepared in compliance with requirements.
 - 2. Determine that fill material and maximum lift thickness comply with requirements.
 - 3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: A qualified geotechnical engineering testing agency shall perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify, and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

3.16 PROTECTION

- A. Protect graded areas from traffic and erosion and keep them free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

END OF SECTION 31 20 00

SECTION 31 23 16 – ROCK REMOVAL

PART 1 GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Plans and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 31 20 00: Excavation and Fill

1.2 DEFINITIONS

A. Rock: Limestone, sandstone, shale, granite, and similar material in solid beds or masses in its original or stratified position which can be removed only by blasting operations, drilling, wedging, or use of pneumatic tools, and boulders with a volume greater than 1.0 cu yd. Concrete building foundations and concrete slabs, not indicated, with a volume greater than 1.0 cu yd shall be classified as rock.

- 1. Limestone, sandstone, shale, granite, and similar material in a broken or weathered condition which can be removed with an excavator or backhoe equipped with a bucket with ripping teeth or any other style bucket shall be classified as earth excavation.
- 2. Masonry building foundations, whether indicated or not, shall be classified as earth excavation.

B. Unauthorized Rock Removal:

- 1. The removal of any rock prior to performing the measurements/work required to determine quantities (Paragraph 3.1 B).
- 2. The removal of material below required elevation indicated on the Drawings or beyond lateral dimensions indicated or specified without specific written direction by the Owner.

C. General Rock Removal: Quantities of rock removal will be paid for as General Rock Removal when:

- 1. The width of rock removed, as per measurement limits, is greater than or equal to the total excavation depth required.
- 2. Boulders removed have a volume greater than 1.0 cu yd.

D. Trench and Pier Rock Removal: Quantities of rock removal will be paid for as Trench and Pier Rock Removal when the width of rock removed, as per measurement limits, is less than the total excavation depth required.

1.3 SUBMITTALS

A. Rock Removal Procedure: Submit a detailed outline of intended rock removal procedure for the Owner's information. This submittal will not relieve the Contractor of responsibility for the successful performance of method used.

- 1. Where blasting is permitted, show drill hole pattern, method of blasting, explosive types, and amount of explosive load.

BAIN PARK PLAY EQUIPMENT AREA

B. Quality Control Submittals:

1. Certificates: Competency affidavit required under Quality Assurance Article.
2. Blasters Qualifications Data: Submit the following for each blaster:
3. Name, and employer's name, business address and telephone number.
4. Names and addresses of the required number of similar projects which meet the experience criteria.

C. Measurement data for quantities of rock removal.

1.4 QUALITY ASSURANCE

A. Blasters' Qualifications: The persons performing the blasting operations shall be personally experienced in the handling and use of explosives, shall furnish satisfactory evidence of competency in performing in a safe manner the type of blasting required, and shall have performed blasting operations on 5 similar projects.

B. Regulatory Requirements: Obtain the proper Permit to Blast from authorities having jurisdiction before explosives are brought to the site.

C. Certifications: Affidavit, for each blaster, certifying that blaster is competent in performing the type of blasting required.

D. Pre-Rock Removal Conference: Before the rock removal work is scheduled to commence, a conference will be called by the Owner's Representative at the site for the purpose of reviewing the Contract Documents and discussing requirements for the Work. The conference shall be attended by the Contractor's Representative and the person supervising the rock removal operations.

1.5 PROJECT CONDITIONS

A. Blasting and the use of explosive materials will not be permitted unless a Contractor-prepared Blasting Plan and Safety Plan have been approved by the Owner's Representative and accepted by the Owner.

1. Contractor shall secure and maintain all permits and regulatory approvals if blasting is approved.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 EXAMINATION, VERIFICATION & MEASUREMENT

A. Examination of Existing Property and Construction: Prior to starting rock removal Work, thoroughly examine the existing property and construction at the site and record, with notes and drawings or other documentation, existing defects, and deterioration. Make this information available to the Owner's Representative upon request.

B. Prior to removing material classified as rock, excavate test pits down to rock for the purpose of verifying the presence of sound rock and determining top of rock elevations.

BAIN PARK PLAY EQUIPMENT AREA

1. Verification of Sound Rock: Demonstrate to the Owner's Representative that materials to be classified as rock cannot be removed utilizing a backhoe or excavator equipped with any form of bucket, including a bucket equipped with ripping teeth.

2. Required Measurements: Take elevations and measurements as required for the purpose of determining the quantities of rock removal. Record all measurement data and submit a copy of the data to the Owner's Representative. Backfill test pits prior to rock removal as directed. Unless otherwise indicated or directed, excavate test pits as follows:

- a. For Structures: One pit for each structure or one pit for each 1000 sq ft, whichever is greater.
- b. For Paved Areas: 3 pits for each 2500 square ft.
- c. For Utility Lines: One pit for each 100 linear ft.

3.2 SITE PREPARATION

A. Schedule a site meeting with the Owner's Representative and facility personnel to review the rock removal procedures in detail.

B. If required, have seismographs in place and operational as well as all safety equipment and/or fencing.

3.3 ROCK REMOVAL

A. Remove rock as required and necessary for the installation of the work on as shown on the Contract Plans. Make sufficient clearance, within the limits specified, for the proper execution of the work.

B. Volume Determination: Top of Rock Elevations established prior to the performance of any rock removal (Section 3.01 B) will be used to determine the depth of rock removed. Measurements for the base and width of the rock excavation shall be taken of the actual rock cut, as required for the Work, or to the specified measurement limits, whichever is smaller. Unless otherwise directed in writing, measurement limits for this work shall be as follows:

1. Cast-In-Place Concrete:
 - a. Vertical Limit: Bottom of rock cut for cast-in-place concrete bearing on rock shall be the bottom of concrete elevation indicated on the Drawings.
 - b. Horizontal Limit: Limit measurement between vertical side surfaces at bottom of rock cut to the following:

Actual Depth of Rock Cut	Distance Beyond Edge of Concrete in Each Direction
Under 3 Feet	18 Inches
3 to 15 Feet	24 Inches
Over 15 Feet	30 Inches

BAIN PARK PLAY EQUIPMENT AREA

2. Precast Concrete Structures: Measurement will be based on the size of the precast concrete structure specified or indicated on the Drawings.

- a. Vertical Limit: Bottom of rock cut for precast concrete structure shall be 12 inches below the required bottom of structure elevation.
- b. Horizontal Limit: Limit measurement between vertical side surfaces at bottom of rock cut to the following:

Actual Depth of Rock Cut	Distance Beyond Edge of Concrete in Each Direction
Under 5 Feet	12 Inches
5 to 15 Feet	18 Inches
Over 15 Feet	24 Inches

1. Pipe:

- a. Vertical Limit: Bottom of rock cut for pipe in trench shall be 6 inches below the required pipe invert elevation, with depth measured from the mean surface of the rock.
- b. Horizontal Limit: Limit measurement between vertical side surfaces at bottom of rock cut to the following:

Actual Depth of Rock Cut	Trench Width
Under 10 Feet	24 Inches plus Pipe OD
10 to 15 Feet	36 Inches plus Pipe OD
Over 15 Feet	48 Inches plus Pipe OD

3.4 FIELD QUALITY CONTROL

- A. Provide the Owner’s Representative with the recorded top of rock elevations. Prior to the performance of any rock removal operations obtain, in writing, that the Owner’s Representative as reviewed the information and is in agreement with the measurements taken.
- B. Notify the Owner’s Representative at least 3 workdays in advance of all phases of blasting operations.
- C. Allow time for visual inspection of bottom of rock cut required for the work.

BAIN PARK PLAY EQUIPMENT AREA

3.5 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

- A. Remove from site and dispose of excess and unsuitable rock materials.
- B. Transport excess and unsuitable rock materials to spoil areas on site designated by the Owner's Representative and dispose of such materials as directed.

3.6 ADJUSTING

A. Unauthorized Rock Removal:

- 1. Horizontal Direction: Backfill and compact unauthorized rock removal in the horizontal direction as specified for authorized excavation of the same classification, unless otherwise directed.
- 2. Vertical Direction: Immediately report unauthorized rock removal in the vertical direction to the Owner's Representative. Correct unauthorized rock removal in the vertical direction in accordance with directions of the Owner's Representative.

3.7 CLEANING

- A. Where footings and walls will rest entirely on rock, clean rock surfaces free of soil and loose rock.

END OF SECTION 31 23 16

SECTION 31 23 19 – DEWATERING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes construction dewatering.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Plans and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 31 20 00: Excavation and Fill

1.3 SUBMITTALS

- A. Field quality-control reports.
- B. Existing Conditions: Using photographs, show existing conditions of adjacent construction and site improvements that might be misconstrued as damage caused by dewatering operations. Submit before work begins.
- C. Record Drawings: Identify locations and depths of abandoned-in-place dewatering equipment.
- D. Shop Drawings: Submit drawings and diagrams, with all pertinent data, showing the dewatering system proposed for use. Indicate the spacing and location of wellpoints and reading wells, and location of header lines, pumps, valves, and discharge lines.

1.3 QUALITY ASSURANCE

- A. Qualifications: The work of this Section shall be performed by a firm experienced in wellpoint dewatering work. The firm shall have satisfactorily completed such work for at least 3 projects of comparable size.
- B. The dewatering system shall consist of equipment, appliances and materials designed or suitable for controlling groundwater in construction work.

1.4 PROJECT CONDITIONS

- A. Blasting and the use of explosive materials will not be permitted.

BAIN PARK PLAY EQUIPMENT AREA

PART 2 PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Dewatering Performance: Design, furnish, install, test, operate, monitor, and maintain dewatering system of sufficient scope, size, and capacity to control hydrostatic pressures and to lower, control, remove, and dispose of ground water and permit excavation and construction to proceed on dry, stable subgrades.

1. Design dewatering system, including comprehensive engineering analysis by a qualified professional engineer licensed in the State of New York.

2. Continuously monitor and maintain dewatering operations to ensure erosion control, stability of excavations and constructed slopes, prevention of flooding in excavation, and prevention of damage to subgrades and permanent structures.

3. Prevent surface water from entering excavations by grading, dikes, or other means.

4. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.

5. Remove dewatering system when no longer required for construction.

A. Regulatory Requirements: Comply with governing local, state, and federal notification regulations before beginning dewatering. Comply with water- and debris-disposal regulations of authorities having jurisdiction.

PART 3 EXECUTION

3.1 PREPARATION

A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by dewatering operations.

1. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.

2. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

B. Install dewatering system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide

BAIN PARK PLAY EQUIPMENT AREA

alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

- C. Provide temporary grading to facilitate dewatering and control of surface water.

3.2 INSTALLATION

A. Install the dewatering system in accordance with approved shop drawings and as required by site conditions. Locate elements of the system to allow a continuous dewatering operation without interfering with the installation of any permanent project work.

1. Space well points or wells at intervals required to provide sufficient dewatering.
2. Use filters or other means to prevent pumping of fine sands or silts from the subsurface.

B. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction. Provide standby equipment on-site, installed and available for immediate operation, to maintain dewatering on a continuous basis if any part of system becomes inadequate or fails.

3.3 OPERATIONS

A. Operate system continuously until drains, sewers, and structures have been constructed and fill materials have been placed or until dewatering is no longer required.

B. Operate system to lower and control ground water to permit excavation, construction of structures, and placement of fill materials on dry subgrades. Drain water-bearing strata above and below bottom of foundations, drains, sewers, and other excavations.

1. Do not permit open sump pumping that leads to loss of fines, soil piping, subgrade softening, and slope instability.
2. Reduce hydrostatic head in water-bearing strata below subgrade elevations of foundations, drains, sewers, and other excavations.
3. Maintain piezometric water level a minimum of 24 inches below bottom of excavation.
4. Dispose of water removed by dewatering in a manner that avoids endangering public health, property, and portions of work under construction or completed. Dispose of water and sediment in a manner that avoids inconvenience to others.

C. Remove dewatering system from project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap below overlying construction.

BAIN PARK PLAY EQUIPMENT AREA

3.4 FIELD QUALITY CONTROL

- A. Maintain a careful check to detect any settlement in existing adjacent Work. Notify the Engineer of any signs of settlement. Establish settlement point benchmarks and take periodic readings when directed.
- B. Provide continual observation to ensure that subsurface soils are not being removed by the dewatering operation. Prepare reports of observations.

3.5 PROTECTION

- A. Protect and maintain dewatering system during dewatering operations. Promptly repair damages to adjacent facilities caused by dewatering.

3.6 REMOVAL

- A. When the dewatering system is no longer required and when directed, dismantle, and remove the system and all appurtenances from the site.

END OF SECTION 31 23 19

BAIN PARK PLAY EQUIPMENT AREA

SECTION 31 25 13 – EROSION AND SEDIMENT CONTROLS

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes:

1. Furnish, install, inspect, maintain, and remove soil erosion and sediment control measures during construction as shown on the Contract Documents prepared for this project.
2. Minimize the potential short-term adverse environmental impacts associated with construction activity in environmentally sensitive areas.
3. Assure the quantity and quality of stormwater runoff is not substantially altered due to construction activities.
4. Stabilize slopes and protect offsite areas by the installation and maintenance of stabilization and erosion control measures.
5. Dewatering operation procedure.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Plans and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 31 20 00: Excavation and Fill

1.3 REFERENCE STANDARDS

- A. New York Standards and Specifications for Erosion and Sediment Control, NYSDEC, latest edition.
- B. NYSDEC: Reducing the Impacts of Stormwater Runoff for New Development, latest edition.
- C. NYSDEC Environmental Conservation Law, Article 17. Titles 7, 8 and Article 70.
- D. 6 NYCRR Parts 611 – 613 and all additions.
- E. OSHA 40 CFR Part 258 and all additions. New York State: Standards and Specifications for Erosion and Sediment Control, latest edition.

BAIN PARK PLAY EQUIPMENT AREA

1.4 PROJECT CONDITIONS

A. An Erosion and Sediment Control plan (ESC) has been prepared for this project. Install and maintain the temporary storm water and diversion control items as shown on the drawings before starting any grading or excavation and maintain compliance with all SPDES regulations. Provide any temporary sediment and erosion control measures that may be required within limits of the work, including any staging areas, throughout construction in conformance with the plan, and as directed by the Architect. Place the permanent control practices required before the removal of the temporary storm water diversion and control items.

B. During construction conduct operations in such a manner as to prevent or reduce to a minimum any damage to any water body from pollution by debris, sediment, chemical or other foreign material, or from the manipulation of equipment and/or materials in or near a stream or ditch flowing directly to a stream. Any water which has been used for wash purposes or other similar operations which become polluted with sewage, silt, cement, concentrated chlorine, oil, fuels, lubricants, bitumens, or other impurities shall not be discharged into any water body.

C. In the event of conflict between these specifications and the regulation of other Federal, State, or local jurisdictions, the more restrictive regulations shall apply.

D. The Contractor shall adhere to all requirements of the Erosion and Sediment Control plan.

E. The Contractor will submit copies of certificates documenting that on-site workers have completed a NYS Department of Environmental Conservation endorsed Erosion & Sediment Control training as required by State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activity (GP-0-20-001).

F. The Work shall consist of furnishing, installing, inspecting, maintaining, and removing soil and erosion control measures as shown on the contract documents or as ordered by the Architect during the life of the contract to provide erosion and sediment control.

G. Temporary structural measures provide erosion control protection to a critical area for an interim period. A critical area is any disturbed, denuded slope subject to erosion. These are used during construction to prevent offsite sedimentation. Temporary structural measures shall include check dams, construction road stabilization, stabilized construction entrance, dust control, earth dike, level spreader, perimeter dike/swale, pipe slope drain, portable sediment tank, rock dam, sediment basin, sediment traps, silt fence, storm drain inlet protection, straw/hay bale dike, access waterway crossing, storm drain diversion, temporary swale, turbidity curtain, water bars or other erosion control devices or methods as required.

H. Permanent structural measures also control protection to a critical area. They are used to convey runoff to a safe outlet. They remain in place and continue to function after completion of construction. Permanent structural measures shall include debris basins, diversion, grade stabilization structure, land grading, lined waterway (rock), paved channel,

BAIN PARK PLAY EQUIPMENT AREA

paved flume, retaining wall, riprap, rock outlets, and stream bank protection or other erosion control devices or methods as required.

I. Vegetative measures shall include brush matting, dune stabilization, grassed waterway, vegetating waterway, mulching, protecting vegetation, seeding, sod, straw/hay bale dike, stream bank protection, temporary swale, topsoil, and vegetating waterways.

J. Biotechnical measures shall include wattling (live fascines, brush matting, brush layering, live cribwall, and branchpacking) vegetated rock gabions, live staking, tree revetment, and fiber rolls.

K. Weekly inspections will be completed by the Owner's Representative. Comply with and correct all deficiencies found as a result of these inspections. At the end of the construction season when soil disturbance activities will be finalized or suspended until the following spring, the frequency of the inspections may be reduced. If soil disturbance is completely suspended and the site is properly stabilized, a minimum of monthly inspections must be maintained. The stabilization activities must be completed before snow cover or frozen ground. If vegetation is required, seeding, planting and/or sodding must be scheduled to avoid die-off from fall frosts and allow for proper germination/establishment. Weekly inspections must resume no later than March 15.

1.5 DEFINITIONS

A. Stabilized Construction Entrance: A stabilized pad of aggregate underlain with geotextile where traffic enters a construction site to reduce or eliminate tracking of sediment to public roads.

B. Dust Control: Prevent surface and air movement of dust from disturbed soil surfaces.

C. Portable Sediment Tank: A compartmented tank to which sediment laden water is pumped to retain sediment before pumping the water to adjoining drainage ways.

D. Sediment Basin: A barrier constructed across a drainage way to intercept and trap sediment.

E. Sediment Traps: A control device formed by excavation to retain sediment at a storm inlet or other points of collection.

F. Silt Fence: A barrier of geo-textile fabric installed on contours across the slope to intercept runoff by reducing velocity. Replace after 1 year.

G. Storm Drain Inlet Protection: A semi-permeable barrier installed around storm inlets to prevent sediment from entering a storm drainage system.

H. Straw/Hay Bale Dike: Intercept sediment laden runoff by reducing velocity. Replace after 3 months.

I. Storm drain Diversion: The redirection of a storm drain line or outfall channel for discharge into a sediment trapping device.

BAIN PARK PLAY EQUIPMENT AREA

- J. Temporary Swale: A temporary excavated drainage swale.
- K. Protecting Vegetation: Protecting trees, shrubs, ground cover and other vegetation from damage.
- L. Temporary Seeding: Erosion control protection to a critical area for an interim period. A critical area is any disturbed, denuded slope subject to erosion.
- M. Permanent Seeding: Grasses established and combined with shrubs to provide perennial vegetative cover on disturbed, denuded, slopes subject to erosion.
- N. Sod: Used where a quick vegetative cover is required.

1.6 SUBMITTALS

- A. Product Data: Manufacturer's catalog cuts, specifications, and installation instructions.
- B. Contingency Action Plan for prompt remedial action in the event spillage of petroleum products or other pollutants should occur. Contingency Action Plan shall be submitted to the Owner's Representative for acceptance prior to the start of construction.
- C. Name and location of all material suppliers.
- D. Certificate of compliance with the standards specified above for each source of each material.
- E. List of disposal sites for waste and unsuitable materials and all required permits for use of those sites.
- F. Where a Stormwater Pollution Prevention Plan has been prepared, the Owner's Representative shall file a Notice of Intent (NOI) with NYSDEC prior to commencing construction activities and a Notice of Termination (NOT) with NYSDEC following construction.
- G. Where a Stormwater Pollution Prevention Plan and/or Erosion and Sediment Control Plan has been prepared, the Contractor will submit copies of certificates documenting that on-site workers have completed a NYS Department of Environmental Conservation endorsed Erosion & Sediment Control training as required by General Permit GP-0-20-001. The Contractor will submit copies of certificates documenting that on-site workers have completed a NYS Department of Environmental Conservation endorsed Erosion & Sediment Control training as required by General Permit GP-0-20-001.

BAIN PARK PLAY EQUIPMENT AREA

PART 2 PRODUCTS

2.1 MATERIALS

A. Silt Fence

1. Mirafi, Envirofence365 South Holland Drive, Pendergrass, Ga, 30567, (888) 795-0808, <http://www.tencategeo.us/en-us/>

2. Filter X

3. Stabilinka T140N

4. Approved equivalent

B. Filter fabric inlet protection

C. Stone and block inlet protection

D. Temporary filters for inlet protection

E. Hardwood staking material.

F. Stone material

G. Dry Rip Rap

1. NYSDOT Standard Specification Section 620

PART 3 EXECUTION

3.1 PREPARATION

A. Prior to any construction activities, install temporary erosion and sediment control barriers or measures as indicated on the Contract Drawings, per manufacturer's specifications.

B. The Contractor shall comply with all provisions of the Erosion and Sediment Control Plan prepared by Passero Associates

C. The Contractor shall be required to protect and preserve existing trees and shrubs within the Limit of Disturbance. Contractor shall replace any tree or shrubs damaged in kind to the satisfaction of the Owner.

D. The Contractor shall contact the Owner's Representative once the erosion and sediment control structures have been installed.

E. Prior to commencement of construction, the Owner's Representative shall conduct an assessment of the site and certify that the appropriate erosion and sediment control structures as shown on the Contract Drawings have been adequately installed and implemented.

F. Staging of Earthwork Activities: All earthwork shall be scheduled so that the smallest possible areas will be unprotected from erosion for the shortest time feasible.

G. Vegetation adjacent to or outside of access roads or rights-of-way shall not be damaged.

BAIN PARK PLAY EQUIPMENT AREA

H. The Owner's Representative has the authority to limit the surface area of erodible earth exposed by earthwork operations and to direct the Contractor to provide immediate temporary or permanent erosion measures to minimize damage to property and contamination of watercourses and water impoundments. Under no circumstances will the area of erodible earth material exposed at one time exceed 5 acres. The Owner's Representative may increase or decrease this area of erodible earth material exposed at one time as determined by their analysis of project, weather and other conditions. The Owner's Representative may limit the area of clearing and grubbing and earthwork operations in progress commensurate with the Contractor's demonstrated capability in protecting erodible earth surfaces with temporary, permanent, vegetative or biotechnical erosion control measures.

I. Schedule the work so as to minimize the time that earth areas will be exposed to erosive conditions. Provide temporary structural measures immediately to prevent any soil erosion.

J. Provide temporary seeding on disturbed earth or soil stockpiles exposed for more than 7 days or for any temporary shutdown of construction. In spring, summer or early fall apply rye grass at a rate of 1 lb./ 1000 square feet In late fall or early spring, apply certified Aroostook Rye at a rate of 2.5 lbs./ 1000 sq. ft. Apply hay or straw at a rate of 2 bales/ 1000 sq. ft. or wood fiber hydro mulch at the manufacturer's recommended rate. Hay or straw shall be anchored.

K. Provide temporary grading to facilitate dewatering and control of surface water.

L. Coordinate the use of permanent controls or finish materials shown with the temporary erosion measures.

M. After final stabilization has been achieved, temporary sediment and erosion controls must be removed. Areas disturbed during removal must be stabilized immediately.

N. Disposal of spoil material shall not be in any flood plain, wetland, stream, brook, or sensitive environmental area. The Contractor shall dispose of spoils within staging areas and provide sediment control barriers accordingly.

3.2 CLEARING

A. Tree trunks and roots, vegetation, and project debris shall not be buried on site.

B. Staging areas (for storage of materials and stockpiles) shall be located as shown on the plans. Where areas must be cleared for staging area temporary structures, provisions shall be made for regulating drainage and controlling erosion.

C. All abandoned or useless objects including equipment, supplies, personal property, rubbish, (including those present prior to construction activities) should be removed from the project work area and properly disposed of in accordance with local, state, and federal regulations.

BAIN PARK PLAY EQUIPMENT AREA

3.3 COMPLIANCE

- A. The Owner shall have a qualified professional, as described in the NYSDEC SPDES General Permit for Stormwater Discharge from Construction Permit No. GP-0-20-001, conduct a site inspection following the commencement of construction at least every 7 calendar days.
- B. All erosion and sediment control devices must be maintained in working order until the site is stabilized. All preventative and remedial maintenance work, including clean out, repair, replacement, re-grading, re-seeding, or re-mulching, must be performed immediately.
- C. The Contractor shall, at the direction of the Owner's Representative, use necessary methods to minimize erosion within access roads, especially in areas that drain to watercourse areas.
- D. Cuts, fills, and other disturbed areas will be maintained to prevent erosion until adequate vegetative/impervious cover is established.
- E. Water, resulting from dewatering operations that will reduce the quality of receiving waters shall not be directly discharged. The Contractor shall provide, install, and maintain sump pits where necessary to dewater operations as detailed on the plans. Stone used within the sump pits shall be washed clean stone. The Contractor shall provide, install, and maintain dewatering bags, as deemed necessary to control sediment deposits at critical environmental areas. Lifting straps shall be placed under the unit to facilitate removal after use. Dewatering bags shall be placed on stabilized areas over grass. Discharge hose from pump shall be inserted a minimum of six inches and tightly secured with attached strap to prevent water from flowing out of the unit without being filtered. Water from dewatering operations shall be treated to eliminate the discharge of sediment and other pollutants to streams and watercourses. The unit shall be replaced when it is half full of sediment or when the sediment has reduced the flow rate of the pump discharge to an impractical rate. Remove and dispose of sediment and dewatering bag off-site.
- F. Silt fence, where identified on plans, shall be installed at down gradient locations to control sediment deposits off-site at critical environmental areas. The silt fence shall be staked (unless noted otherwise), anchored and set as per manufactures specifications. The silt fence shall be inspected on a daily basis and after a rain fall event and repaired as necessary.
- G. A stabilized construction entrance shall be installed and maintained for vehicular access on and off site. The entrance shall be constructed of 2" stone, or approved equal, and shall have a minimum length of 50 feet. The condition of the entrance shall be inspected daily and repaired as necessary.
- H. Dust control shall be controlled by the use of water, or calcium chloride application. Water application shall be applied at a rate where mud is not produced. The rate of application of the calcium chloride shall not exceed Federal, State and Local application rates or manufactures recommendations. Dust control shall be applied on adjacent public streets.

BAIN PARK PLAY EQUIPMENT AREA

- I. Dry riprap shall conform to the lines, grades and thicknesses indicated on construction plans. It shall be a well-graded mass of variable size stones with no areas of uniform size material. Align stones to obtain a close fit and to minimize voids. Fill spaces between stones with spalls of suitable size.
- J. Paved areas within access corridors and parking areas shall be swept on a regular basis (minimum twice per week) as needed to minimize sediment and dust tracked from the work area. Should sediment and dust be tracked off-site, Contractor shall be responsible for sweeping public streets.
- K. During the final site restoration, the Contractor shall remove all sediment and debris deposited in the temporary and permanent erosion and sediment control barriers or measures including but not limited to all culverts and drainage swales, at no additional cost to the Owner.
- L. When all disturbed areas are stable, all temporary erosion and sediment control measures shall be removed per the approval of the Owner's Representative. The measures are temporary and shall be removed and the areas restored to its original condition when they are no longer required, at no additional cost to the Owner.
- M. The Owner and Contractor shall maintain a record of all erosion and sediment control inspection reports at the site in a logbook. The site logbook shall be maintained on the site and be made available to the permitting authority. The Owner / Contractor shall post at the site, in a publicly accessible location, a summary of the site inspection activities on a monthly basis.
- N. The Contractor is fully responsible for maintaining, repairing, and protecting his work throughout the project, at no additional cost to the Owner, until the Owner accepts the work.

END OF SECTION 31 25 13

SECTION 32 12 16 – ASPHALT PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Hot-mixed asphalt pavement for roads
- B. Hot-mixed asphalt patching

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Plans and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 31 20 00: Excavation and Fill
- C. Section 32 17 23: Pavement Marking

1.3 REFERENCE STANDARDS

- A. New York State Department of Transportation (DOT) Specification Section 40X, latest edition.

1.4 PROJECT CONDITIONS

A. Environmental Requirements:

- 1. Discontinue paving when surface temperatures fall below requirements listed in DOT Table 402-1 unless otherwise specified in the General Conditions of this Contract or as directed by the Engineer.
- 2. Do not place asphalt concrete on wet surfaces, or when weather conditions otherwise prevent the proper handling or finishing of bituminous mixtures as determined by the Engineer.
- 3. Pavement is restricted by dates listed in the General Conditions or by temperatures.

1.5 SUBMITTALS

A. Product Data:

- 1. Paving Synthetics: including Manufacturer's name, specifications, MSDS as required and installation instructions (including adhesion type and rate) for each item specified.
- 2. Asphaltic Pavement: Include mix design from NYSDOT approved Batch Plant, Mix Design Test results that are less than 6 months old

BAIN PARK PLAY EQUIPMENT AREA

- B. Batch plant name, NYSDOT Plant Number, and location of asphalt plant.
- C. Pavement Quality Control Submittals: Material Delivery Tickets
 - 1. At the time of delivery, a copy of the delivery ticket must be presented to the Director's Representative with the following minimum information:
 - a. Ticket Number.
 - b. Plant Identification.
 - c. Project Name.
 - d. Mix Type.
 - e. Quantity of material in vehicle.
 - f. Date and Time.
- D. Qualification Data: For manufacturer and testing agency.
- E. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the NYSDOT.
- B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.
- C. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of the NYSDOT for asphalt paving work.
- D. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

PART 2 PRODUCTS

2.1 AGGREGATES

- A. All aggregate used in design mixes shall be as specified in NYSDOT Specifications, current version at time of Bid Award, unless otherwise specified.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, crushed gravel.
- C. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel.

BAIN PARK PLAY EQUIPMENT AREA

2.2 ASPHALT MATERIALS

- A. General: Use locally available materials and gradations that exhibit a satisfactory record of previous installations.
- B. Asphalt Pavement: Paving materials shall comply with the New York State Department of Transportation Standard Specification dated "Current Version." Section 404 – Hot Mix Asphalt.
- C. Trueing & Leveling Course: DOT Table 401-1 Composition of Hot Mix Asphalt Mixtures, Type 5 (Shim).
- D. Asphalt Cement: ASTM D 3381 for viscosity-graded material. ASTM D 946 for penetration-graded material.
- E. Asphalt Cement Tack Coat: Material shall conform to NYSDOT Section 407 – Tack Coat.
- F. Prime Coat: Cut-back asphalt type, ASTM D 2027; MC-30, MC-70 or MC-250.

2.3 AUXILIARY MATERIALS

- A. Sand: ASTM D 1073 or AASHTO M 29, Grade Nos. 2 or 3.
- B. Joint Sealant: ASTM D 3405 or AASHTO M 301, hot-applied, single-component, polymer-modified bituminous sealant.
- C. Paving Synthetics: A non-woven fabric designed for use in pavement rehabilitation to reduce reflective cracking, act as a vapor barrier and have one side heat bonded only.
 - 1. Tensar Triax Geogrid
 - 2. Tencate
 - 3. Propex Fabrics
 - 4. Fibertex
 - 5. Approved equivalent

2.4 MIXES

- A. Hot-Mix Asphalt: Dense, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
 - 2. Base Course: NYSDOT Item No. 404.378901 series 70 compaction, depth per Contract Plans.
 - 3. Binder Course: NYSDOT Item No. 404.178901, series 70 compaction, depth per Contract Plans.

BAIN PARK PLAY EQUIPMENT AREA

4. Top Course: NYSDOT Item No. 404.098201, series 70 compaction, depth per Contract Plans.
5. True and Leveling Course: Binder Course mix to be used in placed in a lift greater than 2 inches thick. Top Course mix to be used in a lift less than 2 inches thick.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that sub-grade is dry and in suitable condition to support paving and imposed loads.
- B. Proof-roll subgrade in accordance with Specification Section 312000: Excavation and Fill
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Sweep loose granular particles from surface of unbound-aggregate base course. Do not dislodge or disturb aggregate embedded in compacted surface of base course.
- C. Tack Coat: If top course is not placed within twenty-four (24) hours of binder placement, a tack coat shall be applied to clean surface prior to placement of top course. Apply uniformly to surfaces of pavement at a rate of 0.05 to 0.15 gal./sq. yd.
- D. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
- E. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.3 HOT-MIX ASPHALT PLACING

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off using a self-propelled paving machine with vibrating screed. Place asphalt mix by hand to areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 1. Clean cracks and joints in existing hot-mix asphalt pavement.
 2. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 3. Spread mix at minimum temperature of 250 deg F.
 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes, unless otherwise indicated.
 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

BAIN PARK PLAY EQUIPMENT AREA

A. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.

1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.

2. Complete a section of asphalt base course before placing asphalt surface course.

B. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.4 JOINTS

A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions with same texture and smoothness as other sections of hot-mix asphalt course.

1. Clean contact surfaces and apply tack coat to joints.

2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.

3. Offset transverse joints, in successive courses, a minimum of 12 inches.

4. Construct transverse joints as described in AI MS-22, "Construction of Hot Mix Asphalt Pavements."

5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.

6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.5 COMPACTION

A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or vibratory-plate compactors in areas inaccessible to rollers.

1. Complete compaction before mix temperature cools to 185 deg F.

B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.

C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:

1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent nor greater than 96 percent.

BAIN PARK PLAY EQUIPMENT AREA

- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.6 INSTALLATION TOLERANCES

- A. Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Binder Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch.
 - 2. Surface Course: 1/8 inch.
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch.

3.7 PATCHING

- A. Hot-Mix Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Re-compact existing unbound-aggregate base course to form new sub-grade.
- B. Tack Coat: Apply uniformly to vertical surfaces abutting or projecting into new, hot-mix asphalt paving at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

BAIN PARK PLAY EQUIPMENT AREA

C. Patching: Partially fill excavated pavements with hot-mix asphalt base mix and, while still hot, compact. Cover asphalt base course with compacted, hot-mix surface layer finished flush with adjacent surfaces.

3.8 REPAIRS

A. Leveling Course: Install and compact leveling course consisting of hot-mix asphalt surface course to level sags and fill depressions deeper than 1 inch in existing pavements.

1. Install leveling wedges in compacted lifts not exceeding 3 inches thick.

B. Crack and Joint Filling: Remove existing joint filler material from cracks or joints to a depth of 1/4 inch.

1. Clean cracks and joints in existing hot-mix asphalt pavement.

2. Use emulsified-asphalt slurry to seal cracks and joints less than 1/4 inch wide. Fill flush with surface of existing pavement and remove excess.

3.9 FIELD QUALITY CONTROL

A. Special Inspections: Contractor shall engage a qualified special inspector to perform the following special inspections:

B. Testing Agency: Engage a qualified testing agency to perform tests and inspections.

C. Thickness: In-place compacted thickness of hot-mix asphalt courses shall be determined according to ASTM D 3549.

D. Surface Smoothness: Finished surface of each hot-mix asphalt course shall be tested for compliance with smoothness tolerances.

E. In-Place Density: Testing agency shall take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979.

1. Reference maximum theoretical density shall be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.

2. In-place density of compacted pavement shall be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.

a. One core sample shall be taken for every 1000 sq. yd or less of installed pavement, with no fewer than three cores taken.

b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.

F. Replace and compact hot-mix asphalt where core tests were taken.

G. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION 32 12 16

SECTION 32 17 23 – PAVEMENT MARKING

PART 1 GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Contract Plans and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Section 32 12 16: Asphalt Paving

1.2 REFERENCE STANDARDS

- A. New York State Department of Transportation (DOT) Specification Section 400, latest edition.

1.4 PROJECT CONDITIONS

- A. Perform the painting operations after working hours, on weekends or at such time so as not to interfere with the flow of traffic. Provide temporary barriers to prevent vehicles from driving over newly painted areas.
- B. Apply paint on dry pavement surface, when the air temperature is above 40 degrees F and not exceeding 95 degrees F.

1.5 SUBMITTALS

- A. Product Data: Include technical data and tested physical and performance properties. Indicate pavement markings to be used, colors, dimensions, and symbols.

1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with materials, workmanship, and other applicable.
- B. Requirements of NYSDOT for pavement-marking work and the "National Manual on Uniform Traffic Control Devices" latest edition and the "NYS Supplement."

PART 2 PRODUCTS

2.1 MATERIALS

- A. Paint: DOT Section 640-2, yellow or white as indicated, or if not indicated as directed. Delete reference to Glass Beads.
- B. Rapid Dry Paint:
 - 1. Aexcel Corp., www.aexcelcorp.com, 72W-A042 White, 72Y-A082 Yellow
 - 2. Sherwin-Williams, www.swpavementmarkings.com, TM2152 White, TM2153 Yellow, TM2224 Blue.

BAIN PARK PLAY EQUIPMENT AREA

3. Franklin Paint Company, Inc., www.franklinpaint.com, 2014 White, 2015 Yellow.
4. Approved equivalent

PART 3 EXECUTION

3.1 PREPARATION

- A. Remove dust, dirt, and other foreign material detrimental to paint adhesion.
- B. Mark layout of stripes and lines with chalk or paint.

3.2 APPLYING PAVEMENT MARKING

- A. Apply paint in accordance with DOT Section 640-3.02, except as follows:
 1. Delete references to Glass Beads.
- B. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Engineer.
- C. Allow paving to cure for 30 days before starting pavement marking.
- D. Sweep and clean surface to eliminate loose material and dust.
- E. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.

3.3 PROTECTING AND CLEANING

- A. Protect pavement markings from damage and wear during the remainder of construction period.
- B. Clean spillage and soiling from adjacent construction using cleaning agents and procedures recommended by manufacturer of affected construction.

END OF SECTION 32 17 23

SECTION 32 92 00 – TOPSOIL AND SEEDING

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes:
 - 1. Topsoil.
 - 2. Soil Amendments.
 - 3. Fertilizing
 - 4. Mulches.
 - 5. Lawn.
 - 6. Lawn Restoration.
 - 7. Erosion Control Materials.
 - 8. Maintenance.

1.2 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 312000- Excavation and Fill.

1.3 SUBMITTALS

- A. Product Certification: Certification signed by manufacturers certifying that their products comply with specified requirements.
 - 1. Manufacturer's certified analysis for standard products.
 - 2. Analysis for other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- B. Certification of grass seed from seed vendor stating the botanical and common name and percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- C. Material test reports from qualified independent testing agency indicating and interpreting test results relative to compliance of the following materials with requirements indicated. Include percentages of organic matter, inorganic matter (silt, clay, and sand), deleterious material, pH, and mineral and plant-nutrient content.
 - 1. Analysis of existing surface soil.
 - 2. Analysis of imported topsoil.

BAIN PARK PLAY EQUIPMENT AREA

D. Report suitability of existing surface soil and imported topsoil for lawn and plant growth. State recommended quantities of soil amendments to be added to produce satisfactory results.

1.4 DEFINITIONS

- A. Weeds: Vegetative species other than specified species to be established in given area.
- B. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.

1.5 CLOSEOUT SUBMITTALS

- A. Before expiration of required maintenance periods, Contractor is to submit maintenance instructions recommending procedures to be performed by Owner for maintenance of landscape during an entire year.

1.6 QUALITY ASSURANCE

- A. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging.

1.7 QUALIFICATIONS

- A. Seed Supplier: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum three years documented experience and a record of successful landscape establishment.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on the Project site during times that work of this section is in progress.
- C. Testing Agency: To qualify for acceptance, an independent testing agency must demonstrate to Owner's satisfaction, based on evaluation of agency-submitted criteria conforming to ASTM E 699, that it has the experience and capability to satisfactorily conduct the testing indicated without delaying the work.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials in sealed containers showing weight, analysis, and name of manufacturer.
- B. Protect materials from deterioration during delivery and while stored at site.

BAIN PARK PLAY EQUIPMENT AREA

1.9 PROJECT CONDITIONS

- A. Utilities: Determine location of above grade and underground utilities prior to the start of Work. Perform Work in a manner which will avoid damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by the Owner's Representative.
- B. Excavation: When conditions detrimental to lawn growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify the Owner's Representative before planting.

1.10 COORDINATION AND SCHEDULING

- A. Coordinate with other site operations to avoid conflict and damage to new work.
- B. Time for seeding: Optimum period to sow permanent grass seed is generally between April 1 and May 15 or between August 15 and October 1. Schedule application for when weather conditions permit.
 - 1. Provide temporary seed and mulch when final grading is complete and waiting for optimal seeding period.
 - 2. Provide temporary seed and mulch for temporary cover on disturbed ground not to be worked on for more than seven days.
 - 3. Provide temporary seed and mulch on disturbed earth prior to temporary shutdown of construction.

1.11 WARRANTY

- A. General: The guarantee specified in this Section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. Guarantee: Upon completion and acceptance of the landscaping, guarantee the materials for two years. Guarantee shall include material and labor costs. At the end of the guarantee period, the Owner's onsite representative shall inspect all planter materials. The Contractor shall promptly make all required replacements with plant materials meeting specifications.

1.12 LAWN MAINTENANCE

- A. Begin maintenance immediately after each area is planted and continue until acceptable lawns and plants are established, but for not less than the following periods:
 - 1. Lawns and Seeded Areas: 120 days after date of Substantial Completion.

BAIN PARK PLAY EQUIPMENT AREA

2. When full maintenance period has not elapsed before end of planting season, or if lawn is not fully established at that time, continue maintenance during the next planting season.

B. Maintain and establish seeded areas by watering, weeding, replanting, and other operations. Roll, re-grade, and replant bare or eroded areas and re-mulch to produce a uniformly smooth surface.

C. Watering: Provide and maintain temporary piping, hoses, and watering equipment to convey water from sources and to keep grass uniformly moist to a depth of 4 inches. Schedule watering to prevent wilting, puddling, erosion, and displacement of seed or mulch. Lay out temporary watering system to avoid walking over muddy or newly planted areas.

1. Water all seeded areas at the minimum rate of 1 inch per week.

D. Mow lawns as soon as there is enough top growth to cut with mower set at specified height for principal species planted. Repeat mowing as required to maintain specified height without cutting more than 40 percent of the grass height. Remove no more than 40 percent of grass-leaf growth in initial or subsequent mowings. Do not delay mowing until grass blades bend over and become matted. Do not mow when grass is wet. Schedule initial and subsequent mowings to maintain a grass height of 1½ to 2½ inches.

PART 2 PRODUCTS

2.1 PLANTING BACKFILL

A. Mixture shall be 4 parts topsoil (on-site or imported), 1 part peat moss, ½ part well-rotted manure and 10 pounds 5-0-5 planting fertilizer, mixed thoroughly per cubic yard.

2.2 TOPSOIL

A. Source: Provide topsoil from existing stockpiles stripped from the project site and approved by the Owner's Representative.

B. Where existing topsoil is not available, provide topsoil conforming to the following:

1. Original loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material and entirely free of dense material, hardpan, sod, or any other objectionable foreign material.

2. Containing not less than 5 percent nor more than 20 percent organic matter in that portion of a sample passing a 1/4-inch sieve when determined by the wet combustion method on a sample dried at 105 degrees C.

3. Containing a pH value within the range of 6.5 to 7.5 on that portion of the sample that passes a 1/4-inch sieve.

BAIN PARK PLAY EQUIPMENT AREA

4. Containing the following gradations:

SIEVE DESIGNATION	PERCENT PASSING
1 inch	100
1/4 inch	97-100
No. 200	20-60

2.3 SOIL AMENDMENTS

A. Lime: ASTM C 602, Class T, agricultural limestone containing a minimum 85 percent calcium carbonate equivalent, with a minimum 90 percent passing a No. 10 mesh sieve and a minimum 50 percent passing a No. 100 mesh sieve.

1. Provide lime in the form of dolomitic limestone.
2. Add lime soil as necessary to achieve a soil pH between 5.5 – 7.0.

B. Aluminum Sulfate: Commercial grade, unadulterated.

C. Herbicides: EPA registered and approved, of type recommended by manufacturer.

D. Sand: Clean, washed, natural or manufactured, free of toxic materials.

E. Compost: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 3/4-inch sieve; soluble salt content of 5 to 10 decimeters/m; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

1. Organic Matter Content: 50 to 60 percent of dry weight.

2.4 FERTILIZER

A. Application of any fertilizer is prohibited between December 1st and April 1st and cannot be applied within 20' of a water body.

B. Fertilizer: Mixed commercial fertilizers shall contain total nitrogen, available phosphoric acid, and soluble potash in the ratio of 10-0-10. No fertilizer containing phosphorus is permitted on site.

C. Other fertilizers meeting DOT Specification Section 713-03 Fertilizer can be used.

2.5 MULCH

A. Dry Application, Straw: Stalks of oats, wheat, rye or other approved crops that are free of noxious weed seeds. Weight shall be based on a 15 percent moisture content.

BAIN PARK PLAY EQUIPMENT AREA

B. Hydro Application: Colored wood cellulose fiber product specifically designed for use as a hydro-mechanical applied mulch. Acceptable Product: Conwed Hydro Mulch, Conwed Fibers, 231 4th Street SW, Hickory, NC, or approved equivalent.

2.6 SEED

A. Furnish fresh, clean, new-crop seed mixed in the proportions specified for species and variety and conforming to Federal and State Standards.

B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1 percent by weight.

C. All seed will be rejected if the label or test analysis indicates any of the following contaminates: Timothy, Orchard Grass, Sheep Fescue, Meadow Fescue, Canada Blue Grass, Alta Fescue, Kentucky 31 Fescue, and Bent Grass.

D. Provide seed mixture equal to Scotts Pure Premium Sun and Shade North Grass Seed Mixture, comprised of the following:

- 1. Low maintenance Fescue Lawn grass seed mix
- 2. Seeding Rate: 6 lbs./1,000 square feet
- 3. Mix:

AMOUNT BY WEIGHT IN MIXTURE	SPECIES OR VARIETY
25 PERCENT	FIREFLY HARD FESCUE
25 PERCENT	BIG HORN GT HARD/SHEEP
20 PERCENT	INTRIGUE CHEWINGS FESCUE
20 PERCENT	QUATRO SHEEP FESCUE
10 PERCENT	MINOTAUR HARD FESCUE

- 4. Wet-occasion wet locations
- 5. Seeding Rate: 4 lbs/1,000 square feet

BAIN PARK PLAY EQUIPMENT AREA

6. Mix:

AMOUNT BY WEIGHT IN MIXTURE	SPECIES OR VARIETY
20 PERCENT	RED TOP
20 PERCENT	ALKALI GRASS
10 PERCENT	AUTUMN BENTGRASS
20 PERCENT	VIRGINIA WILD RYEGRASS
20 PERCENT	FOX SEDGE
10 PERCENT	FOWL BLUEGRASS

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine areas to receive landscaping for compliance with requirements and for conditions affecting performance of work of this Section. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PLANTING SOIL PREPARATION

A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful to plant growth.

B. Mix soil amendments and fertilizers with topsoil as necessary to meet applicable ASTM standards.

C. For lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

1. Mix lime with dry soil prior to mixing fertilizer. Prevent lime from contacting roots of acid-tolerant plants.

2. Apply lime per manufacturer instructions based on soil pH.

3.3 LAWN AREA PLANTING PREPARATION

A. Limit sub-grade preparation to areas that will be planted in the immediate future.

B. Loosen sub-grade to a minimum depth of 4 inches. Remove stones larger than 1-1/2 inches in any dimension and sticks, roots, rubbish, and other extraneous materials.

BAIN PARK PLAY EQUIPMENT AREA

C. Spread topsoil to depth (4 inches minimum) required to meet the thickness, grades, and elevations shown, after light rolling and natural settlement. Do not spread if planting soil or sub-grade is frozen.

1. Place approximately 1/2 the thickness of planting soil mixture required. Work into top of loosened sub-grade to create a transition layer and then place remainder of planting soil mixture.

D. Grade lawn and grass areas to a smooth, even surface with loose, uniformly fine texture. Roll (112-pound roller maximum) and rake, remove ridges, and fill depressions to meet finish grades. Limit fine grading to areas that can be planted in the immediate future. Remove trash, debris, stones larger than 1-1/2 inches in any dimension, and other objects that may interfere with planting or maintenance operations.

E. Moisten prepared lawn and grass areas before planting when soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

F. Restore prepared areas if eroded or otherwise disturbed after fine grading and before planting.

3.4 FERTILIZING

A. The soil shall be tested for pH and lime added as necessary. All amendments shall be checked and approved by the Landscape Architect before amendments are made.

B. Apply fertilizer at a rate of 20 LBS/1,000 SF.

3.5 SEEDING

A. Assume all risks when seed is sowed before approval of seed analysis.

B. Sow seed by hand broadcasting or hydroseeding. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in 2 directions at right angles to each other.

1. Do not use wet seed or seed that is moldy or otherwise damaged in transit or storage.

2. Do not sow immediately following rain, when ground is too dry, or during windy periods.

C. Sow seed at the following rates:

1. Low Maintenance Fescue Lawn, Seeding Rate: 6 lbs per 1000 sq. ft.

2. Seed Mix for Wet Locations, Seeding Rate: 4 lbs per 1000 sq. ft.

D. Rake seed lightly into top 1/8 inch of topsoil, roll lightly, and water with fine spray, immediately after each area has been mulched. Saturate to 4 inches of soil.

BAIN PARK PLAY EQUIPMENT AREA

E. Protect seeded areas with slopes less than 1:3 against erosion by spreading mulch after completion of seeding operations.

1. Mulch rates.

a. Oat or wheat straw applied at a minimum rate of 2 tons per acre to form a continuous blanket 1-1/2 inches loose depth over seeded areas. Spread by hand, blower, or other suitable equipment.

b. Fill tank with water and agitate while adding seeding materials. Use sufficient fertilizer, mulch, and seed to obtain the specified application rate. Add seed to the tank after the fertilizer and mulch have been added. Maintain constant agitation to keep contents in homogenous suspension. Prolonged delays in application or agitation that may be injurious to the seed will be the basis of rejection of material remaining in tank.

c. Apply slurry uniformly to all areas to be seeded in a one-step process. Apply mulch at a minimum rate of 57 gal/1000 sf (2500-lb/acre dry weight but not less than the rate required to obtain specified seed-sowing rate.

F. Anchor mulch by spraying with asphalt-emulsion tackifier at the rate of 10 to 13 gal. per 1000 sq. ft. Take precautions to prevent damage or staining of structures or other plantings adjacent to mulched areas. Immediately clean damaged or stained areas.

3.6 LAWN RESTORATION

A. Renovate existing lawn within work limit.

B. Renovate existing lawn damaged by Contractor's operations, such as storage of materials or equipment and movement of vehicles.

C. Reestablish lawn where settlement or washouts occur or where minor regrading is required.

1. Install new planting soil as required.

D. Remove lawn from diseased or unsatisfactory existing lawn areas; do not bury in soil.

E. Remove topsoil containing foreign materials such as oil drippings, fuel spills, stones, gravel, and other construction materials resulting from Contractor's operations, and replace with new planting soil.

F. Where substantial lawn remains, mow, dethatch, core aerate, and rake. Remove weeds before seeding.

G. Remove weeds before seeding. Where weeds are extensive, apply selective herbicides as required. Do not use pre-emergence herbicides.

BAIN PARK PLAY EQUIPMENT AREA

- H. Remove waste and foreign materials, including weeds, soil cores, grass, vegetation, and lawn, and legally dispose of them off Owner's property.
- I. Till stripped, bare, and compacted areas thoroughly to a soil depth of 6 inches.
- J. Apply soil amendments and fertilizers required for establishing new lawn and mix thoroughly into top 4 inches of existing soil. Install new planting soil to fill low spots and meet finish grades.
- K. Apply seed and protect with straw mulch as required for new lawn.
- L. Provide lawn maintenance as required for new lawn.

3.7 SATISFACTORY LAWNS, GRASS, AND LAWN RESTORATION

- A. Satisfactory Lawns, Grass, and Lawn Restoration: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 95 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.
- B. Reestablish those that do not comply with requirements and continue maintenance until satisfactory.

3.8 CLEANUP AND PROTECTION

- A. During landscaping, keep pavements clean and work area in an orderly condition.
- B. Protect landscaping from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of it off the Owner's property.

END OF SECTION 329200