

SPECIFICATIONS
FOR THE
MEAD STREET STORMWATER RETROFIT

Town of Lewisboro
Westchester County, New York

August, 2014

Prepared By:

Town of Lewisboro
Town House
11 Main Street
South Salem New York 10590

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Drawings (Consisting of the following sheets, hereinafter referred to as "Contract Drawings", prepared by Kellard Sessions Consulting, P.C.)

<u>Schedule of Drawings</u>	<u>Sheet</u>	<u>Dated</u>
Cover Sheet		August 18, 2014
General Notes	Sheet 1/6	August 18, 2014
Existing Conditions Plan	Sheet 2/6	August 18, 2014
Drainage Plan	Sheet 3/6	August 18, 2014
Landscaping Plan	Sheet 4/6	August 18, 2014
Details	Sheet 5/6	August 18, 2014
Landscaping Details/Notes	Sheet 6/6	August 18, 2014

**SECTION A
NOTICE TO BIDDERS**

Sealed proposals for performing the work herein described will be received by the Town Board, Town of Lewisboro, New York, at the Office of the Town Clerk, Town House, 11 Main Street, South Salem New York 10590, until 11:00 A.M., **October 2, 2014** and immediately thereafter the bids will be publicly opened and read aloud in the said office.

The work consists of drainage improvements along Mead Street and construction of an extended detention shallow wetland within the Town of Lewisboro, Westchester County, New York. The Town is seeking prospective contractors to prepare a bid to install site improvements within the Town of Lewisboro. The work is more fully described in the Specifications and attached Details.

Contract Documents will be available online at: <http://www.lewisborogov.com> under the project title "**Mead Street Stormwater Retrofit**" or may be obtained at the above office of the Town Clerk after **September 4, 2014**. The Bidder is solely responsible for checking the URL shown above for notices and/or addenda.

A **MANDATORY** pre-bid meeting will be held at 9:00 A.M. on **September 11, 2014** at the site which is located on the east side of Mead Street approximately 500 feet north of the intersection with Tarry-a-Bit Drive. Requests for information must be submitted via e-mail to jcermele@kelses.com and will be received until 4:00 p.m. on **September 18, 2014**.

Bids shall be made on the Proposal Forms furnished with the Specifications, and must be accompanied by a Bid Bond acceptable by the Town, or a certified cashier's check, drawn on a solvent bank, in the amount of not less than 5% of the total amount of the Bid. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company. Checks shall be made payable to the Town of Lewisboro, New York, and are to be held by the Town as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited to and retained by the Town of Lewisboro as liquidated damages.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Town Board, Town of Lewisboro, New York, at the Office of the Town Clerk, Town House, 11 Main Street, South Salem New York 10590 and endorsed "**Mead Street Stormwater Retrofit**", Town of Lewisboro, New York.

The Town of Lewisboro reserves the right to reject any and all Bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Town to do so. The bids shall be awarded in accordance with Section 103 of the General Municipal Law of the State of New York.

Dated: August 25, 2014

By Order of The Town Board

BY _____
Janet Donohue, Town Clerk

SECTION B

INSTRUCTIONS TO BIDDERS

DOCUMENTS

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

- A. A bound copy of the Specifications
- B. A separate set of Bid Sheets
- C. Addenda (if any)
- D. Contract Drawings

PROPOSALS

To be considered, Proposals on the forms included herein, must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the Specifications as SECTION C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to the Town Board, Town House, 11 Main Street, South Salem New York 10590 and be clearly identified with: (1) Project Name, (2) Name of Bidder and Address. Proposals shall be signed with bidder's name typed or printed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, telegraphic or faxed bids will not be accepted.

If a separate set of proposal sheets is issued, they may be used with the understanding that all instructions and conditions of the Contract Documents are the same as if these pages were bound herein.

QUALIFICATIONS OF BIDDERS

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

CONDITIONS OF WORK

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

ADDENDA AND INTERPRETATION

Every request for information or interpretation of Bidding Documents must be addressed in writing to Joseph M. Cermele, P.E., c/o Kellard Sessions Consulting, P.C., 500 Main Street, Armonk, New York 10504, or via e-mail to jcermele@kelses.com, to be given any consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. The receipt of any Addenda shall be noted on the "Bid Form".

BID SECURITY

Each Bidder is required to deposit at the time of submission of their bid, a Bid Bond or certified check in an amount representing five (5) percent of the bid payable to the Owner, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty, if in case of award of the contract and thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the Contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest Bidders within ten (10) working days after the formal opening of bids, and the remaining bid security will be returned to the other bidders after the Owner and the accepted Bidder have executed a Contract. In the event no Contract has been so executed within ninety (90) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as the Bidder has not been notified of the acceptance of the bid, the bidder's bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.

INSURANCE REQUIRED

The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in SECTION I:

- A. Workmen's Compensation
- B. Public Liability
- C. Owner's & Contractor's Protective Liability Property Damage
- D. Property Damage
- E. Automobile (Each Vehicle) Public Liability Property Damage
- F. Unemployment Insurance

SECURITY FOR FAITHFUL PERFORMANCE

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

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

GUARANTEE

The Contractor shall guarantee all materials and workmanship for one (1) year in accordance with all conditions set forth in these Specifications. The guarantee shall be provided in the form of a Bond in the amount equal to one hundred (100) percent of the Contract. The bond shall be prepared as specified in Section E and shall be posted prior to final payment.

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

FORM OF AGREEMENT

The form of the agreement is included in these documents in SECTION D.

AWARD

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

OWNER

The Town of Lewisboro, Westchester County, New York.

SALES TAX EXEMPTION

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

REQUIRED SUBMISSIONS

Prior to award, the successful bidder will be required to meet the following requirements:

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

- B. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the town or is a relative of any such Town Official or employee. If such officer, director or stockholder does exist, their names and relationship shall be disclosed to the Town.

SECTION C

**BID PROPOSAL
FOR THE
MEAD STREET STORMWATER RETROFIT
TOWN OF LEWISBORO
WESTCHESTER COUNTY, NEW YORK**

To:

Bid Submitted By:

Town Board
Town of Lewisboro
Town House, 11 Main Street
South Salem, New York 10590

(Name)

(Address)

(Telephone Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidder, the Drawings, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the Contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a Contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Drawings and Specifications therefore within 10 business days after the award of the Contract and if I/We fail to execute said Contract within said period of time, that the Town Board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.
5. I/We do declare and agree I/We will commence the work within five days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the

Contract. The Contract execution will serve as the official notification to commence work.

6. I/We agree that the Town of Lewisboro reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of their knowledge and belief:
 - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
 - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
 - (d) No member of the Town Board or any officer or employee of the Town of Lewisboro, New York, or person whose salary is payable in whole or in part from the said Town Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work of labor to which it relates, or in any portion of the profits thereof.
8. I/We do hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least ninety (90) calendar days from the date of the opening of bids, and that with said period of ninety (90) days, the Town will accept or reject this proposal, or this period may be extended by mutual agreement.
9. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.

*Mead Street Stormwater Retrofit
Town of Lewisboro*

11. I/We hereby agree that I/We accept the lump sum and unit prices on the following pages, for the various items of work.
12. I/We hereby agree that I/We shall accept the lump sum and unit prices on the following pages for the various items of alternate work. Such prices shall be used for additions to or deductions from the Bid Price.
13. I/We also agree not to make any claim on account of any variation of the estimated quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient ground for a change in the price of that item.
14. All work shall be completed within two hundred and seventy (270) calendar days from the commencement of the work.

(Legal Name of Bidder, Partner or Corporate Officer)

By: _____ Date: _____
(Authorized Signature)

Corporate Seal (if incorporated)

*Mead Street Stormwater Retrofit
Town of Lewisboro*

Bidder acknowledges receipt of Addenda as follows:

<hr/>	<hr/>
<hr/>	Signature
<hr/>	Signature
	Signature

The following is a list of places where we have performed work of similar character and magnitude, together with references (beginning with the most recent):

Project Name and Location	Scope of Work and Approximate Cost	References & Telephone #
<hr/>		
<hr/>		
<hr/>		
<hr/>		
<hr/>		

The full names and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

<u>Name</u>	<u>Title</u>	<u>Address</u>
<hr/>		
<hr/>		
<hr/>		
<hr/>		
<hr/>		

*Mead Street Stormwater Retrofit
Town of Lewisboro*

Signature of Bidder: _____

U.S. Treasury No.: _____

Business Address: _____

Place of Residence: _____

Date: _____

Mead Street Stormwater Retrofit
Town of Lewisboro

**BID SHEET
FOR THE
MEAD STREET STORMWATER RETROFIT
TOWN OF LEWISBORO**

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

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words) (Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
015000	Temporary Facilities and Controls	1	LS	_____ /LS	_____ /LS	_____ /LS	\$ _____
024119-A	Remove 15" ø CPP Pipe	410	LF	_____ /LF	_____ /LF	_____ /LF	\$ _____
024119-B	Remove 24" ø CPP Pipe	40	LF	_____ /LF	_____ /LF	_____ /LF	\$ _____
024119-C	Remove and Restore 12" ø CMP Pipe	10	LF	_____ /LF	_____ /LF	_____ /LF	\$ _____
024119-D	Remove and Restore 15" ø CMP Pipe	26	LF	_____ /LF	_____ /LF	_____ /LF	\$ _____
024119-E	Remove and Restore 18" ø CPP Pipe	28	LF	_____ /LF	_____ /LF	_____ /LF	\$ _____
024119-F	Remove and Restore 24" ø CPP Pipe	16	LF	_____ /LF	_____ /LF	_____ /LF	\$ _____
024119-G	Remove and Restore 18" Stone Headwall	1	EA	_____ /EA	_____ /EA	_____ /EA	\$ _____
024119-H	Remove and Restore Asphalt Swale	1	EA	_____ /EA	_____ /EA	_____ /EA	\$ _____
024119-I	Remove Catch Basin	4	EA	_____ /EA	_____ /EA	_____ /EA	\$ _____
024119-J	Remove and Salvage Catch Basin Frame and Grate	4	EA	_____ /EA	_____ /EA	_____ /EA	\$ _____

Bid

Town of Lewisboro

C-6

*Mead Street Stormwater Retrofit
Town of Lewisboro*

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words) (Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
034100-A	Outlet Structure	1	EA	_____/EA	_____/EA	_____/EA	\$ _____
034100-B	Headwall	2	EA	_____/EA	_____/EA	_____/EA	\$ _____
034100-C	Manhole	4	EA	_____/EA	_____/EA	_____/EA	\$ _____
034100-D	Catch Basin	6	EA	_____/EA	_____/EA	_____/EA	\$ _____
311000	Site Clearing and Grubbing	1	LS	_____/LS	_____/LS	_____/LS	\$ _____
312000-A	Unclassified Excavation	40	CY	_____/CY	_____/CY	_____/CY	\$ _____
312000-B	Rock Excavation	40	CY	_____/CY (\$150.00 max. per CY)	_____/CY	_____/CY	\$ _____
312000-C	Fill	40	CY	_____/CY	_____/CY	_____/CY	\$ _____
312000-D	Shallow Extended Detention Wetland and Overflow Spillway	1	LS	_____/LS	_____/LS	_____/LS	\$ _____
312000-E	Drainage Channel Restoration	1	LS	_____/LS	_____/LS	_____/LS	\$ _____
321216-A	Saw Cutting	775	LF	_____/LF	_____/LF	_____/LF	\$ _____
321216-B	Item #4 Subbase Course	60	CY	_____/CY	_____/CY	_____/CY	\$ _____
321216-C	Asphalt Base Course	60	TON	_____/TON	_____/TON	_____/TON	\$ _____
321216-D	Asphalt Binder Course	50	TON	_____/TON	_____/TON	_____/TON	\$ _____

Bid

Town of Lewisboro

C-7

*Mead Street Stormwater Retrofit
Town of Lewisboro*

Item No.	Item Description	Est. Qty.	Unit	Unit Price (In Words)	Unit Price (In Numbers)	Total Price (In Words) (Est. Quantity x Unit Price)	Total Price (In Numbers) (Est. Quantity x Unit Price)
321216-E	Asphalt Top Course	30	TON	_____/TON	_____/TON	_____/TON	\$ _____
329200	Turf and Grasses	1	LS	_____/LS	_____/LS	_____/LS	\$ _____
329300	Plants	1	LS	_____/LS	_____/LS	_____/LS	\$ _____
334100-A	15" ø HDPE Pipe & Fittings	80	LF	_____/LF	_____/LF	_____/LF	\$ _____
334100-B	18" ø HDPE Pipe & Fittings	905	LF	_____/LF	_____/LF	_____/LF	\$ _____
334100-C	24" ø HDPE Pipe & Fittings	140	LF	_____/LF	_____/LF	_____/LF	\$ _____
334100-D	30" ø HDPE Pipe & Fittings	265	LF	_____/LF	_____/LF	_____/LF	\$ _____
099000	Stone Wall Restoration	50	LF	_____/LF	_____/LF	_____/LF	\$ _____
				TOTAL BID PRICE			
				\$ _____ (In Numbers)			
				\$ _____ (In Words)			

Bid

Town of Lewisboro

*Mead Street Stormwater Retrofit
Town of Lewisboro*

BIDDER
BY

(Printed Name of Partner or Corporate Officer)

(Corporate Seal)

Signature

Date

Secretary of Corporate Bidder

The TOTAL BID shall be the Base Bid with adjustments for additions and deductions for alternatives to the Base Bid as so chosen by the Owner upon receipt of all bids and prior to the award of the Contract. If there are any errors in addition or multiplication, the prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the lump sum or unit prices in words and the lump sum or unit price in numbers, the prices in words shall govern.

Where estimated quantities are provided, they are not guaranteed, and are only for bid comparison purposes. The final payment for unit price items will be made based on the actual quantities installed, regardless of the estimated quantities contained herein.

The Contractor is further advised that where estimated quantities are provided, they may be reduced or deleted in order to insure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price shall remain in effect for this work.

STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

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

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

*Mead Street Stormwater Retrofit
Town of Lewisboro*

RESOLUTION

Resolved that _____
(Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the following project

(Describe Project)

and to include in such bid or proposal the STATEMENT OF NON COLLUSION required by SECTION 103(d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by the
Corporation at a meeting of the Board of Directors held on
the _____ day of _____, 20____.

(SEAL OF THE CORPORATION)

Secretary

OFFER OF SURETY

(To be Completed by Each Bidder)

In the event the above Proposal is accepted and the undersigned bidder is awarded the Contract for the work, the undersigned offers as surety for faithful performance, bond and/or bonds to assure performance of the agreement from the following surety:

SURETY COMPANY

Signed _____
(Bidder)

CERTIFICATE OF SURETY is to be signed by a duly authorized official, agent or attorney of the Surety Company.

In the event that the above Proposal is accepted and the Contract for the work is awarded to said _____
(Bidder's Name)

the _____
(Surety) (Company)

will execute the Surety Bonds as herein before provided.

Signed: _____ Date: _____
(Authorized Official, Attorney or Agent)

Important: This page must be filled out when certified check is submitted in lieu of bid bond, or bid may be rejected

AIA[®] Document A310[™] – 1970

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of _____ Dollars (\$ _____), for the payment
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract
with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the
bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the
prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal
to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed
the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good
faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void,
otherwise to remain in full force and effect.

Signed and sealed this _____ day of _____ 20____

(Witness) _____
(Principal)

(Seal)

(Title)

(Surety)

(Witness)

(Title)

(Seal)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that
changes will not be obscured.

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SECTION D

**AGREEMENT
FOR
MEAD STREET STORMWATER RETROFIT
TOWN OF LEWISBORO
NEW YORK**

THIS AGREEMENT made this _____ day of _____, 20__, by and between _____ *(a corporation organized and existing under the laws of the State of _____)* (a partnership consisting of _____)* (an individual trading as _____) hereinafter called the "Contractor" and the Town of Lewisboro, New York hereinafter called the "Owner".

* Strike out the two terms not applicable.

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

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

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total work performed at the stated prices stipulated in the Bid for the respective items of work completed subject to additions and deductions as provided in the Section - 112 "Changes In The Work" in the GENERAL CONDITIONS.

*Mead Street Stormwater Retrofit
Town of Lewisboro*

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

- | | | | |
|----|---|----|---|
| a. | This Agreement | f. | General Conditions |
| b. | Addenda (if any) | g. | Special Conditions |
| c. | Notice to Bidders | h. | Technical Specifications |
| d. | Instructions to Bidders | i. | Contract Drawings |
| e. | Signed copy of Bid, with
all attachments required
for the bidding | j. | Payment & Performance
Bonds and Guarantee Bond |
| | | k. | Certificates of Insurance |

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in three (3) original copies on the day and year first above written.

ATTEST:

(Contractor)

BY _____ Date: _____

Title _____

(Owner)

BY _____ Date: _____

Title _____

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

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

NOTARY PUBLIC

STATE OF NEW YORK

SS.:

COUNTY OF WESTCHESTER

On the _____ day of _____ in the year 20____ before me, the undersigned personally appeared PETER PARSONS, Supervisor of the Town of Lewisboro, 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

FORM OF GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____
_____ (hereinafter called the Principal) as Principal and the
_____, a _____ Corporation with an office
and place of business for the State of New York at _____, New York,
(hereinafter called the Surety) as Surety, are held and firmly bound unto the _____
_____ (hereinafter called the Obligee) as Obligee in the sum of _____
_____ (\$_____) DOLLARS, lawful money of
the United States of America, for the payment whereof the Principal and Surety bind
themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this _____ day of _____, 20____.

WHEREAS, the Principal heretofore entered into a written contract with the Obligee for

_____.

WHEREAS, said Contract provides that the Principal shall guarantee _____

_____.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal
shall indemnify the Obligee against loss by reason of his failure to make good at his own
expense any defects or deficiencies in materials or workmanship which may appear in the
work under said Contract within the period of _____ year (s) from the date of
acceptance of the work, then this obligation shall be void; otherwise to remain in full force
and effect.

Principal
BY: _____
BY: _____



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Performance Bond

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: ☐ None ☐ See page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and Title:

Signature:

Name and Title:

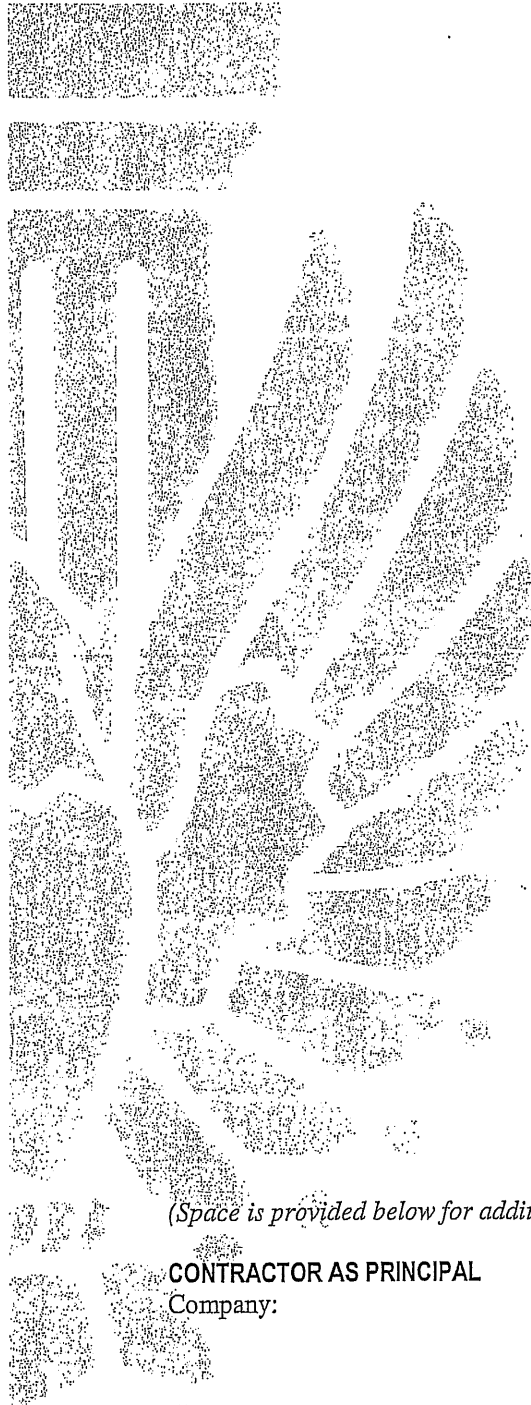
(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY: Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 13 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:-



REPRODUCTION

REPRODUCTION

REPRODUCTION

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

REPRODUCTION

REPRODUCTION



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Payment Bond

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

Any singular reference to Contract, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):

Amount:

Modifications to this Bond: ☐ None ☐ See page 4

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature: _____

Name and Title: _____

Signature: _____

Name and Title: _____

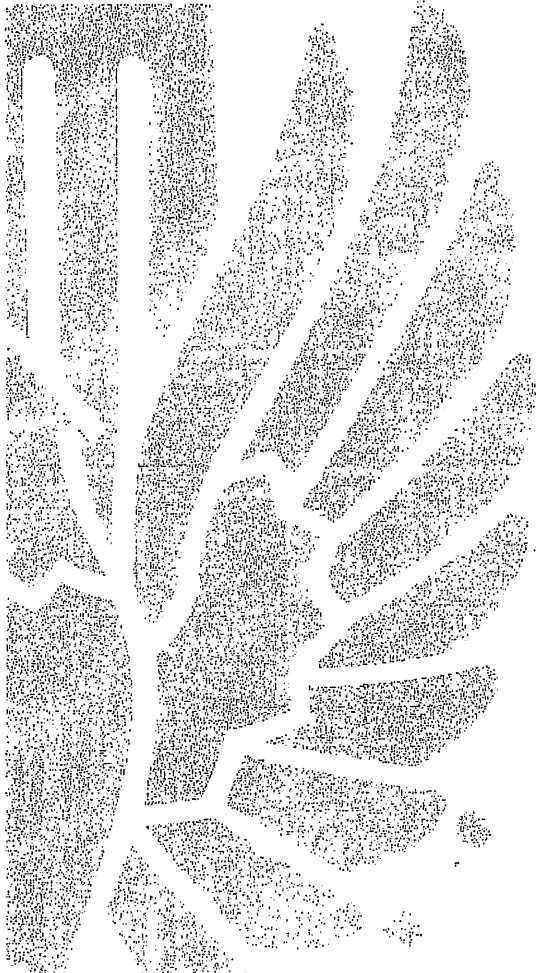
(Any additional signatures appear on page 4)

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

§ 16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:



REPRODUCTION

REPRODUCTION

REPRODUCTION

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Address: _____

Address: _____

SECTION F

GENERAL RELEASE

(To Be Submitted With Requisition For Final Payment)

KNOW ALL MEN BY THESE PRESENTS, that _____ for
(Contractor)

and in consideration of the sum of _____
lawful money of the United States of America, to it in hand paid by

(Owner/Contracting Agency)

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

(Owner/Contracting Agency)

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

(Owner/Contracting Agency)

now have or which heirs, executors, or administrators hereafter can, shall, or may have,
for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the
world to the day of the date of these presents rising out of the construction, in accordance
with contract entered into between parties hereto, dated this _____ day of _____
_____, 20____, any admittance or supplements thereto.

*Mead Street Stormwater Retrofit
Town of Lewisboro*

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

ATTEST:

PRINCIPAL:

SECTION G

PREVAILING WAGE RATES

Prevailing Wage Scales, as prepared by the New York State Labor Department, are included herein and the Contractor is hereby bound to pay all labor on this project at rates no less than these.

Contractor shall agree that every mechanic, laborer and workman employed by the Contractor or any subcontractor or any other person about or upon the work contemplated by the service agreement shall be paid not less than the prevailing rate of wages, and provided not less than the prevailing supplements, as provided for by Section 220 of the New York State Labor Law, as amended from time to time. A schedule of such rates of wages as provided by the New York State Department of Labor has been requested and shall be made part of this agreement.

The Contractor, and his subcontractors, shall post in a prominent accessible place on the site of the work a legible statement of all wage rates and supplements as specified in the service agreement to be paid or provided for the various classes of mechanics, workmen or laborers employed for the work contemplated by the service agreement, and showing all authorized deductions, if any, from unpaid wages actually earned.

The Contractor and each subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the service agreement shall pay each and every one of his employees engaged in such work or any part thereof the full and proper wage without any deduction or kickback whatever, excepting such deductions as are made mandatory by law. Payment to each and every employee shall be made not less often than once per week and shall be made in cash, unless payment by check is authorized by certificate of the Commissioner of Labor of the State of New York as provided by law.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Town of Lewisboro

Joseph M. Cermele, P.E.
Kellard Sessions ConsultingPC
500 Main Street
Armonk NY 10504

Schedule Year 2014 through 2015
Date Requested 08/21/2014
PRC# 2014007926

Location Lewisboro, NY

Project ID#

Project Type Drainage improvements and construction of extended detention shallow wetland.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____

Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Town of Lewisboro

Joseph M. Cermele, P.E.
Kellard Sessions Consulting PC
500 Main Street
Armonk NY 10504

Schedule Year 2014 through 2015
Date Requested 08/21/2014
PRC# 2014007926

Location Lewisboro, NY
Project ID#
Project Type Drainage improvements and construction of extended detention shallow wetland.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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



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

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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

www.labor.state.ny.us/workerprotection/safety/health/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwipo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://ophp.umdni.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

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

(716) 829-2125

http://www.smba.buffalo.edu/CENTERS/tro/schedule_OSHA.php

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingleton@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

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

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

To use the '4 Day / 10 Hour Work Schedule':

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

AND

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

REMEMBER...

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

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

Do not write in any additional Classifications or Counties.

Requestor Information:

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

Return Completed Form:

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



New York State Department of Labor

Bureau of Public Work

W. Averell Harriman State Office Campus

Building 12 - Room 130

Albany, New York 12240

Phone - (518) 457-5589 Fax - (518) 485-1870

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

Before completing Form PW30R check to be sure ...

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

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

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

Please Type or Print the Requested Information

When completed ...

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

-or-

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

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

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

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

Requestor Information

Name: _____

Title: _____ Date : _____

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

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

Westchester County General Construction

Boilermaker

08/01/2014

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:	07/01/2014	01/01/2015
Boilermaker	\$ 50.45	\$ 51.56
Repairs & Renovations	\$ 50.45	\$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014	01/01/2015
Boilermaker	32% of hourly	32% of hourly
Repairs & Renovations	Wage Paid + \$25.16	Wage Paid + \$25.19

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.

***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

	07/01/2014	01/01/2015
Apprentice(s)	32% of Hourly Wage Paid plus amount below	32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.25	\$ 19.27
2nd Term	20.10	20.11
3rd Term	20.94	20.95
4th Term	21.78	21.80
5th Term	22.62	22.65
6th Term	23.47	23.49
7th Term	24.31	24.33

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

4-5

Carpenter

08/01/2014

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2014	10/17/2014
Core Drilling:		
Driller	\$ 35.71	\$ 37.72
Driller Helper	\$ 28.60	\$ 30.54
Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:		
Helper 1st year	\$ 20.02	\$ 20.02
Helper 2nd year	22.88	22.88
Helper 3rd year	25.74	25.74
Helper 4th year	28.60	28.60

Note: Hazardous Waste Pay Differential:

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2014	10/17/2014
Driller and All Helpers	\$21.69	\$ 21.69

OVERTIME PAY

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

HOLIDAY

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

Overtime: * See (5,6) on HOLIDAY PAGE.

** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-Core Driller

Carpenter 08/01/2014

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2014
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Timberman \$ 44.33

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014
	\$ 45.36

OVERTIME PAY

See (B, E, E2, 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

Wages per hour:

(1) year terms:	1st	2nd	3rd	4th
	\$17.73	\$22.16	\$28.81	\$35.46

Supplemental benefits per hour:
\$ 30.86

8-1556 Tm

Carpenter 08/01/2014

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2014

Building
Millwright \$ 48.44

SUPPLEMENTAL BENEFITS

Per hour paid:

Millwright \$ 50.49

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

* must show up to work

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$26.64	\$31.49	\$36.33	\$46.02

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$32.81	\$36.15	\$40.63	\$46.21

8-740.1

Carpenter 08/01/2014

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2014

Marine Construction:

Marine Diver \$ 61.30
Marine Tender 43.45

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyman \$ 46.09

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

8-1456MC

Carpenter

08/01/2014

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2014

Carpet/Resilient
Floor Coverer

\$ 49.88

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer \$ 44.07

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 is Percentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
\$19.95	\$24.94	\$32.42	\$39.90

Supplemental benefits per hour:

\$ 30.22

8-2287

Carpenter

08/01/2014

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2014

Piledriver \$ 48.35
Dockbuilder \$ 48.35

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 46.09

OVERTIME PAY

See (B, E2, O) 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

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$19.34	\$24.17	\$31.43	\$38.68

Supplemental benefits per hour:

Apprentices \$ 31.23

8-1556 Db

Carpenter - Building / Heavy&Highway

08/01/2014

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

07/01/2014

BUILDING:

Carpenter \$ 43.10

HEAVY/HIGHWAY:

Carpenter \$ 43.10

Carpenter Concrete Forms \$ 43.10

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:

BUILDING AND HEAVY/HIGHWAY:

Journeyworker \$ 28.94

OVERTIME PAY

BUILDING:

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

HEAVY/HIGHWAY:

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

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

HEAVY/HIGHWAY:

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

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

*NOTE: For Holidays 5 and 6 code T applies, with
benefits at straight time rate.

**NOTE: For Holidays 16 and 25 code Q applies, with
benefits at straight time rate.

REGISTERED APPRENTICES

(1)year terms at the following wage rates.

BUILDING-HEAVY/HIGHWAY:

1st	2nd	3rd	4th
\$21.32	\$24.87	\$28.42	\$31.97

Supplemental Benefits per hour paid:

Apprentices

All terms \$ 14.88

11-279.1B/HH

Electrician **08/01/2014**

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour:

	07/01/2014	04/23/2015	04/21/2016
Electrician/A-Technician	\$ 50.75	\$ 50.75	\$ 50.75
Teledata	\$ 50.75	\$ 50.75	\$ 50.75

* Note: All maintenance (TEMPORARY WORK ONLY) of feeders, sub-feeders and wiring of electrical equipment for HEATING OF BUILDINGS shall be paid for at 80% of the regular hourly rate for the first 40 hours. After 40 hours they shall be paid time and one-half.

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

SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2014	04/23/2015	04/21/2016
Journeyworker	\$ 40.93	\$ 42.43	\$ 43.70

OVERTIME PAY

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

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

REGISTERED APPRENTICES

Entering Program PRIOR to April 23, 2014

(1) year terms at the following rates:

	07/01/2014	04/23/2015	04/21/2016
1st term	\$ 13.75	\$ 13.75	\$ 13.75
2nd term	16.55	16.55	16.55
3rd term	18.65	18.65	18.65
4th term	20.60	20.60	20.60
MIJ	26.00	26.00	26.00

Supplemental Benefits per hour worked:

	07/01/2014	04/23/2015	04/21/2016
1st term	\$ 9.74	\$ 9.74	\$ 9.74
2nd term	13.18	13.18	13.18
3rd term	14.58	14.58	14.58
4th term	15.88	15.88	15.88
MIJ	13.26	13.26	13.26

Entering Program AFTER April 23, 2014

(1) year terms at the following rates:

	07/01/2014	04/23/2015	04/21/2016
1st term	\$ 12.50	\$ 12.50	\$ 12.50
2nd term	14.50	14.50	14.50
3rd term	16.50	16.50	16.50
4th term	18.50	18.50	18.50
MIJ 1-12 months	22.50	22.50	22.50
MIJ 13-18 months	26.00	26.00	26.00

Supplemental Benefits per hour worked:

	07/01/2014	04/23/2015	04/21/2016
1st term	\$ 8.88	\$ 8.88	\$ 8.88
2nd term	11.77	11.77	11.77
3rd term	12.10	12.10	12.10
4th term	14.43	14.43	14.43
MIJ 1-12 months	11.95	11.95	11.95
MIJ 13-18 months	13.26	13.26	13.26

8-3/W

Electrician **08/01/2014**

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour Paid: 07/01/2014

Service Technician \$ 28.89

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 11.19
+ \$12.00 per day

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-3H

Electrician **08/01/2014**

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Entering Program PRIOR to April 23, 2014

	07/01/2014	04/23/2015	04/21/2016
Electrician	\$ 26.00	\$ 26.00	\$ 26.00
H - Telephone	\$ 26.00	\$ 26.00	\$ 26.00

Entering Program AFTER April 23, 2014

	07/01/2014	04/23/2015	04/21/2016
Electrician	\$ 22.50	\$ 22.50	\$ 22.50
H - Telephone	\$ 22.50	\$ 22.50	\$ 22.50

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of electrical and teledata equipment.

- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

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

SUPPLEMENTAL BENEFITS

Entering Program PRIOR to April 23, 2014

	07/01/2014	04/23/2015	04/21/2016
Electrician & H - Telephone	\$ 13.26	\$ 13.26	\$ 13.26

Entering Program AFTER April 23, 2014

	07/01/2014	04/23/2015	04/21/2016
Electrician & H - Telephone	\$ 11.95	\$ 11.95	\$ 11.95

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

8-3m

Elevator Constructor **08/01/2014**

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Rockland: Only the Township of Stony Point.

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

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

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

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

*No supplemental benefits

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

Elevator Constructor **08/01/2014**

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:

07/01/2014 03/17/2015

Elevator Constructor \$ 58.23 \$ 59.55

Modernization &
Service/Repair 46.00 46.92

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 29.745 \$ 31.045

Modernization &
Service/Repair 29.595 31.195

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note:1st Term is based on Average wage of Constructor & Modernization.

Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

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

SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	\$ 25.745	\$ 27.220
2nd Term	26.145	27.635
3rd Term	26.945	28.455
4th Term	27.745	29.285

Modernization & Service/Repair		
1st Term	\$ 25.67	\$ 27.145
2nd Term	26.065	27.550
3rd Term	26.845	28.36
4th Term	27.635	29.17

4-1

Glazier **08/01/2014**

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: 07/01/2014 11/01/2014 05/01/2015

Glazier \$ 51.00* \$ 51.35* Additional

\$ 1.50**

Scaffolding	\$ 52.00*	\$ 52.35*	Additional \$ 1.50**
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Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance	\$ 26.70*	\$ 26.70*	Additional \$ 0.60**
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Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$100,000.00.

*Additional \$.10 per hour for all regular hours worked

**To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2014	11/01/2014	05/01/2015
Journeyworker	\$ 26.69	\$ 27.19	\$ 27.19
Repair & Maintenance	16.14	16.14	16.14

OVERTIME PAY

OVERTIME: Premium is applied to the respective base wage only.
See (C*, D*, E2, O) on OVERTIME PAGE.

* If an optional 8th hour is required to complete the entire project, the same shall be paid at the regular rate of pay. If a 9th hour is worked, then both hours or more (8th & 9th or more) will be paid at double time rate of pay.

For Repair & Maintenance see (B, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2014	11/01/2014	05/01/2014
1st term	\$ 17.05	\$ 17.25	\$ 17.25
2nd term	25.24	25.24	25.24
3rd term	30.40	30.81	30.81
4th term	40.75	41.27	41.27

Supplemental Benefits:

(Per hour worked)

1st term	\$ 13.17	\$ 13.32	\$ 13.32
2nd term	22.45	22.45	22.45
3rd term	24.95	25.30	25.30
4th term	30.07	30.22	30.22

8-1281 (DC9 NYC)

Insulator - Heat & Frost

08/01/2014

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2014
Insulator \$ 46.90

Fire Stop Work* \$ 24.48

* 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.

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

SUPPLEMENTAL BENEFITS

(per hour paid)

Journeyworker \$ 30.42

Fire Stop Work:

Journeyworker \$ 15.52

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid: See (1) on HOLIDAY PAGE.

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms.

MEMBERS PRIOR TO MAY 28, 2012

1st	2nd	3rd	4th
\$ 22.80	\$ 24.70	\$ 33.45	\$ 37.93

MEMBERS INDENTURED AFTER MAY 28, 2012

1st	2nd	3rd	4th
\$ 20.00	\$ 24.48	\$ 33.45	\$ 37.93

Supplemental Benefits paid per hour paid:

Apprentices:

1st term	\$ 12.53
2nd term	15.52
3rd term	21.45
4th term	24.47

8-91

Ironworker

08/01/2014

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour:	07/01/2014	07/01/2015
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Reinforcing & Metal Lathing	\$ 52.03	Additional \$ 2.00*
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*To be allocated

SUPPLEMENTAL BENEFITS

Per hour paid:

Reinforcing & Metal Lathing	\$ 31.55
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OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

Apprentices Registered BEFORE 6/29/2011

1st term	2nd term	3rd term
\$ 28.11	\$ 32.71	\$ 37.77

Apprentices Registered ON or AFTER 6/29/2011

17.71	22.81	27.91
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SUPPLEMENTAL BENIFITS

Per Hour:

Apprentices Registered BEFORE 6/29/2011

1st term	2nd term	3rd term
\$ 23.02	\$ 24.67	\$ 25.82

Apprentices Registered On or AFTER 6/29/2011

20.08	20.08	20.08
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4-46Reinf

Ironworker **08/01/2014**

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2014

Ornamental	\$ 44.95
Chain Link Fence	44.95
Guide Rail Installation	44.95

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker: \$ 43.71

OVERTIME PAY

OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1st term represents first 1-10 months, thereafter (1/2) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th
50%	55%	60%	70%	80%

Supplemental Benefits per hour paid:

1st Term	\$ 34.02
2nd Term	34.98
3rd Term	35.95
4th Term	37.90
5th Term	39.65

4-580-Or

Ironworker

08/01/2014

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2014

IRONWORKER:

Ironworker Rigger \$ 53.25

Ironworker Stone
Derrickman \$ 53.25

SUPPLEMENTAL BENEFITS

Ironworker: \$ 37.13

OVERTIME PAY

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

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two hours on any regular work day (the eighth (8th) and ninth (9) hours of work) and double time shall be paid for all work thereafter.

**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 10, *24, 25) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

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

	1st	2nd	3rd	4th	5th	6th
07/01/2014	\$26.38	\$26.38	\$39.73	\$42.13	\$45.56	\$45.56

Supplemental benefits

Per hour paid:

1st & 2nd terms \$18.82

3rd & 4th terms \$27.86

5th & 6th terms \$27.84

9-197D/R

Ironworker

08/01/2014

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:
07/01/2014

Ironworker:
Structural \$47.25
Bridges
Machinery

SUPPLEMENTAL BENEFITS

PER HOUR:

Journeyman \$65.20

OVERTIME PAY

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

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work) and double time shall be paid for all work thereafter.

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 24.73
2nd	25.33
3rd - 6th	25.93

Supplemental Benefits

PER HOUR:

All Terms	45.84
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4-40/361-Str

Laborer - Building

08/01/2014

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

	07/01/2014	05/01/2015	05/01/2016
Laborer	\$ 35.50	+ Additional \$ 1.65	+ Additional \$ 1.65
Laborer-Asbestos & Hazardous Materials Removal	\$ 37.15*	+ Additional \$ 1.65	+ Additional \$ 1.65

* Abatement/Removal of lead based or lead containing paint on materials to be repainted is classified as Painter.

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

SUPPLEMENTAL BENEFITS

(per hour worked)

Journeyworker	\$ 23.10
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OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

(Laborer Only)

(Hourly) terms at the following wage.

Level A	Level B	Level C	Level D	Level E
0-1000	1001-2000	2001-3000	3001-4000	4001+
\$ 20.75	\$ 24.47	\$ 27.62	\$ 32.55	\$ 35.50

Supplemental Benefits per hour worked:

Apprentices

Level A	\$ 11.50
Level B	13.55
Level C	16.28
Level D	16.65

Level E 23.10

8-235/B

Laborer - Heavy&Highway

08/01/2014

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

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

GROUP I: Blaster and Quarry Master

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

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

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

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

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

WAGES: (per hour)	07/01/2014	04/01/2015	04/01/2016
		+ Additional \$ 1.55	+ Additional \$ 1.50
GROUP I	\$ 37.75		
GROUP II	36.40		
GROUP III	36.00		
GROUP IV	35.65		
GROUP V	35.30		
GROUP VIA	37.30		
Gas Mechanic	42.75		
Flagperson	28.95		

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours	
Per Hour Paid	\$ 19.95
Over 40 Hours	
Per Hour Worked	15.20

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

ENROLLED ON OR BEFORE MARCH 31, 2014

1st term

1st term

2nd term

3rd term

4th term

1-499hrs	500-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
\$ 19.42	\$ 19.42	\$ 23.50	\$ 27.13	\$ 30.66

Supplemental Benefits per hour worked:

1st term	None
1st term(500-1000hrs)	\$ 2.85
2nd term	3.85
3rd term	4.85
4th term	5.60

ENROLLED ON OR AFTER APRIL 1, 2014

1st term	2nd term	3rd term	4th term
1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
\$ 20.22	\$ 23.85	\$ 27.48	\$ 31.01

Supplemental Benefits per hour worked:

1st term	\$ 3.85
2nd term	3.95
3rd term	4.45
4th term	5.00

8-60H/H

Laborer - Tunnel **08/01/2014**

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

FREE AIR

GROUP 1: Blaster

GROUP 2: Concrete Setters and Form Setters.

GROUP 3: Miners, Drill Runners, Air Tuggers & Chippers, Pneumatic Tools & Source of Airpower, Pumps & their Operation, Vibrator Operator.

GROUP 4: Puddlers.

GROUP 5: Chuck Tenders, Nippers, Concrete Laborers, Tunnel, Sewer & Water Pipe Reliners, Boring.

GROUP 6: Laborers.

GROUP 7: Powder Carriers, Signalmen.

GROUP 8: Brakemen.

GROUP 9: Outside Laborers.

GROUP 10: Powder Watchmen.

WAGES:(per hour)	07/01/2014	04/01/2015	04/01/2016
GROUP 1	\$ 42.42	+ Additional	+ Additional
GROUP 2	41.17	\$ 1.55	\$ 1.50
GROUP 3	40.67		
GROUP 4	40.17		
GROUP 5	39.92		
GROUP 6	39.52		
GROUP 7	39.32		
GROUP 8	39.17		
GROUP 9	39.02		
GROUP 10	38.92		

SHIFT PAY: Employees working on a second and third shift shall be paid an additional \$3.00 per hour. The shift premium will be paid on Public Work contracts when mandated by the NYSDOT or other Governmental Agency contracts. The shift premium will be paid on all other projects. Premium pay shall be calculated using the \$3.00 per hour differential as base rate

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours	
Per Hour Paid	\$ 19.95

Over 40 Hours
Per Hour Worked 15.20

OVERTIME PAY

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

HOLIDAY

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

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

NOTE: For 'Holiday Paid: 5,6,8,9,15,25

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

For 'Holiday Overtime: 8,9,15,25' Code 'R' applies

REGISTERED APPRENTICES

ENROLLED ON OR BEFORE MARCH 31, 2014

1st term	1st term	2nd term	3rd term	4th term
1-499hrs	500-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
\$ 21.74	\$ 21.74	\$ 26.24	\$ 30.29	\$ 34.24

Supplemental Benefits per hour worked:

1st term	None
1st term(500-1000hrs)	\$ 2.85
2nd term	3.85
3rd term	4.85
4th term	5.60

ENROLLED ON OR AFTER APRIL 1, 2014

1st term	2nd term	3rd term	4th term
1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
\$ 22.54	\$ 26.59	\$ 30.64	\$ 34.59

Supplemental Benefits per hour worked:

1st term	\$ 3.85
2nd term	3.95
3rd term	4.45
4th term	5.00

8-60Tun

Lineman Electrician 08/01/2014

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

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

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

Per hour:	07/01/2014	05/04/2015	05/02/2016
Lineman, Tech, Welder	\$ 48.02	\$ 49.41	Additional \$ 2.50*
Crane, Crawler Backhoe	48.02	49.41	2.50*
Cable Splicer-Pipe Type	52.82	54.35	2.50*
Digging Mach Operator	43.22	44.47	2.50*
Cert. Welder-Pipe Type	50.42	51.88	2.50*
Tractor Trailer Driver	40.82	42.00	2.50*
Groundman, Truck Driver	38.42	39.53	2.50*
Mechanic 1st Class	38.42	39.53	2.50*
Flagman	28.81	29.65	2.50*

*To be allocated at a later date.

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

**** IMPORTANT NOTICE ****

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

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

OVERTIME PAY

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

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 28.81	\$ 31.21	\$ 33.61	\$ 36.02	\$ 38.42	\$ 40.82	\$ 43.22

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWest

Lineman Electrician - Teledata

08/01/2014

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

FOR OUTSIDE WORK.

07/01/2014

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.43
*plus 3% of
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal Lighting

08/01/2014

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

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

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

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

(Ref #14.01.03)

Per hour:

	07/01/2014	05/04/2015	05/02/2016
Lineman, Technician	\$ 45.04	\$ 45.97	Additional \$ 2.00*
Crane, Crawler Backhoe	45.04	45.97	2.00*
Certified Welder	47.29	48.27	2.00*
Digging Machine	40.54	41.37	2.00*
Tractor Trailer Driver	38.28	39.07	2.00*
Groundman Truck Driver	36.03	36.78	2.00*
Mechanic 1st Class	36.03	36.78	2.00*
Flagman	27.02	27.58	2.00*

*To be allocated at a later date.

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

** IMPORTANT NOTICE **

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

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

Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 27.02	\$ 29.28	\$ 31.53	\$ 33.78	\$ 36.03	\$ 38.28	\$ 40.54

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWestLT

Mason - Building 08/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2014	12/01/2014 An additional	06/01/2015 An additional
Building:			
Tile Setters	\$ 52.58	\$ 1.13*	\$ 1.13*

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Per Hour:

Journey Worker \$22.14* plus \$8.05

OVERTIME PAY

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

* This portion of benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6750-7500	7501-8250
	\$26.91	\$30.04	\$33.86	\$36.07	\$39.91	43.53	\$46.63	\$46.17	\$49.89	51.70

Starting 12/01/2014

An additional:

\$0.65	\$0.72	\$0.78	\$0.85	\$0.91	\$0.98	\$1.04	\$1.11	\$1.17	\$1.25
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Starting 06/01/2015

An additional:

\$0.65	\$0.72	\$0.78	\$0.85	\$0.91	\$0.98	\$1.04	\$1.11	\$1.17	\$1.25
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NOTE: INCREASES MAY BE ALLOCATED BETWEEN WAGES AND BENEFITS

Supplemental Benefits per hour:

1st term	\$13.95* plus \$0.71	6th term	\$17.35* plus \$1.49
2nd term	\$14.95* plus \$0.75	7th term	\$17.55* plus \$5.34
3rd term	\$14.95* plus \$1.09	8th term	\$18.75* plus \$5.71
4th term	\$16.85* plus \$1.13	9th term	\$19.15* plus \$5.75
5th term	\$16.85* plus \$1.45	10th term	\$20.87* plus \$5.79

9-7/52A

Mason - Building	08/01/2014
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages:	07/01/2014	01/01/2015
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Marble Cutters& Setters	\$ 55.85	\$ 56.15
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SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 29.58	\$ 30.31
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OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 22.34	\$25.13	\$27.93	\$30.72	\$33.51	\$36.30	\$39.10	\$41.89	\$47.47	\$53.06

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$21.86	\$22.51	\$23.14	\$23.80	\$24.43	\$25.07	\$25.71	\$26.36	\$27.64	\$29.93

9-7/4

Mason - Building	08/01/2014
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2014	01/01/2014
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Building-Marble Restoration:

Marble, Stone &	\$ 38.96	\$ 39.25
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Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyworker:

Building-Marble Restoration:

Marble, Stone &

Polisher

\$ 23.00

\$ 23.38

OVERTIME PAY

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

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

(900 hour)terms at the following wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2014	\$ 27.27	\$ 31.17	\$35.06	\$ 38.96
01/01/2015	An additional \$0.47*	An additional \$0.54*	An additional \$0.60*	An additional \$0.67*

* May be allocated between wages and benefits

Supplemental Benefits Per Hour:

07/01/2014

\$ 21.11

\$ 21.73

\$ 22.36

\$ 23.00

9-7/24-MP

Mason - Building

08/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building:

Per Hour:

07/01/2014

01/01/2015

Mosaic & Terrazzo Mechanic

\$ 45.88

Additional
\$ 0.96*

Mosaic & Terrazzo Finisher

\$ 47.28

\$ 0.96*

*May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Journeyworker:

per hour worked

Mechanic

\$ 22.40* plus \$ 9.68

Finisher

\$ 22.40* plus \$ 9.68

* This portion of benefit subject to same premium as wages.

OVERTIME PAY

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

Double the rate after 10 hours on Saturday

HOLIDAY

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

Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wage per hour:
(750 Hour) terms at the following wage rate.

1st	2nd	3rd	4th	5th	6th	7th	8th
1- 750	751- 1500	1500- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000
\$23.96	\$26.36	\$28.76	\$31.15	\$33.55	\$35.96	\$40.74	\$45.53

Supplemental benefits per worked:

(750 hour) terms as shown above.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th
\$11.20*	\$12.32*	\$13.44*	\$14.56*	\$15.68*	\$16.80*	\$19.04*	\$21.28*	\$22.40*
+4.85	+5.33	+5.81	+6.30	+6.78	+7.26	+8.23	+9.20	+9.68

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

9-7/3

Mason - Building

08/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2014	06/01/2015
Bricklayer	\$ 39.17	\$ 39.93
Cement Mason Bldg*	39.17	\$ 39.93
Plasterer/Stone Mason	39.17	\$ 39.93
Pointer/Caulker	39.17	\$ 39.93

Additional \$1.00 per hour for power saw work

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

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

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

Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half wage and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 29.77	\$ 30.91
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OVERTIME PAY

OVERTIME:

Cement Mason See (B, E2, H, V) on OVERTIME PAGE.

All Others 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:

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 paid

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 September 1 2009 receive full journeyman benefits

11-5wp-b

Mason - Building

08/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2014 12/01/2014 06/01/2015

Buidling:

Tile Finisher \$40.78 \$0.82* \$0.82*

* May be allocated between
wages and benefits

SUPPLEMENTAL BENEFITS

Per Hour:

Journey worker \$ 19.57* plus \$7.90

OVERTIME PAY

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

* This portion of Supplemental benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

Mason - Building

08/01/2014

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Marble, Stone, etc.

Maintenance Finishers: \$ 21.24 \$ 21.38

Note 1: An additional \$2.00 per hour
for time spent grinding floor using
"60 grit" and below.

Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc

Maintenance Finishers: \$ 11.77 \$ 11.99

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

(750 hour)terms at the 07/01/2014
following percentage
of journeyman's wage
rate:

1st term	0-750	70%
2nd term	750-1500	74%
3rd term	1501-2250	78%
4th term	2251-3000	82%
5th term	3001-3750	88%
6th term	3751-4500	96%

Supplemental Benefits:

Per hour paid

1st term	\$ 11.58
2nd term	11.59
3rd term	11.72
4th term	11.73
5th term	11.74
6th term	11.76

9-7/24M-MF

Mason - Building / Heavy&Highway

08/01/2014

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Marble-Finisher	\$ 44.54	44.81
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SUPPLEMENTAL BENEFITS

Journeyworker:

per hour paid

Marble- Finisher	\$ 29.16	\$ 29.79
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OVERTIME PAY

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

HOLIDAY

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

* Work beyond 8 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway

08/01/2014

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2014

06/01/2015

Bricklayer	\$ 39.67	\$ 40.43
Cement Mason*	39.67	\$ 40.43
Marble/Stone Mason	39.67	\$ 40.43
Plasterer	39.67	\$ 40.43
Pointer/Caulker	39.67	\$ 40.43

Additional \$1.00 per hour for power saw work

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

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

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

Third shift an additional 25% of wage plus benefits to be paid

* Overtime paid at one and one half times wage and benefits

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 29.77	\$ 30.91
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OVERTIME PAY

See (B, O) on OVERTIME PAGE

*Cement Mason See (B, H, V)

HOLIDAY

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

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

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 paid

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 September 1, 2009 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building

08/01/2014

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, Clamshell Crane, Derrick, 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), Conventional and Hydraulic.

Cranes (All types 100 tons and over), Tower, Climbing, Conventional, Hydraulic.

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, Maintenance Engineer, 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: Bulldozer D6 and Under, 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, Concrete Buggy (One yard and up, Ride on dumper, Benford or Similar) Fire Watchman, 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, Lighting Unit (Portable & Generator), 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 (Under 125 cu. Feet), Heater (All Types), Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Steam Jenny, Sweeper, Chipper, Mulcher, Welding Machine (Steel Erection & Excavation)

GROUP V: Crane Operator in Training (65 Tons to 100 Tons), Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-A: Welder, Certified.

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

07/01/2014

GROUP I	
Cranes- up to 49 tons	\$ 56.58
Cranes- 50 tons to 99 tons	58.58
Cranes- 100 tons and over	67.01
GROUP I-A	49.42
GROUP I-B	45.47
GROUP II	47.65
GROUP III-A	45.87
GROUP III-B	43.62
GROUP IV-A	45.40
GROUP IV-B	38.24
GROUP V	41.30
GROUP VI-A	48.50
GROUP VI-B	
Utility Man	39.14
Warehouse Man	41.07

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2014

Journeyworker \$ 18.93

Per hour paid
+\$8.02
Per hour worked

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.

Overtime:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.

* For Holiday codes 11, 12, 15, 25, code R applies.

** For Holiday 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.

8-137B

Operating Engineer - Building

08/01/2014

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)	07/01/2014	07/01/2015
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Building Constr:

Party Chief	\$57.27
Instrument Man	\$44.48
Rodman	\$28.71

Steel Erection:

Party Chief	\$58.50 plus \$ 2.52*	An additional \$ 2.52*
Instrument Man	\$45.53 plus 2.16*	\$ 2.16*
Rodman	\$30.43 plus 1.73*	\$ 1.73*

Heavy Construction-NYC counties only:

Foundation, Excavation.

Party Chief	\$62.61
Instrument man	\$46.00
Rodman	\$38.61

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2014

All Classifications	\$ 30.62
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Premium*	
All Categories	\$ 42.74

Premium**	
All Classes	\$ 54.84

*Apply to instances where 1-1/2 regular rate are paid

**Applies to instances where 2 times the regular rate are paid

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, 8, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 25) on HOLIDAY PAGE

9-15Db

Operating Engineer - Heavy&Highway

08/01/2014

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

Catogories cover GPS & Underground Suveying

Per Hour: 07/01/2014

Party Chief \$ 60.29

Instrument Man 44.16

Rodman 36.93

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2014

All Catogories

Straight Time: \$ 30.62

Premium:

Time & 1/2 \$ 42.74

Double Time \$ 54.94

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

08/01/2014

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,Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe and Dual purpose and similar machines, Barber Green Loader-Euclid Loader or similar type machine, boat captain, boring machine(all types), Bulldozer-All Sizes, Central Mix Plant Operator, Cherry Picker(Cableway)-Hydraulic, 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, Front End Loaders over 1 1/2yds 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), Mucking Machines, Overhead Crane, Paver (concrete) Pulsemeter, Push Button (Buss Box) Elevator, Road Mix Machines, Ross Carrier and similar, Shovels (Tunnels), SideBoom, 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,P-811 Track Renewal Machine-Similar, certified Welder, Excavator (and all attachments).

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

GROUP II-A: Balast regulators, Compactor Self Propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Scrapers-20 yds truck and under, Switchtampers, Vibratory Roller, etc., Roller 4 ton and over, Welder.

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

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Farm Tractor (All Types), Forklift (All), Gas Tapping(Live),Hydroseeder, Loader 1 1/2 yards and under, Locomotive(All Sizes), Machine Pulling Sheep's Foot Roller, Portable Plant, Portable Batch Plant, Portable Crusher, Powerhouse Plant, Roller (Under 4 ton), Stone Crusher, Sweeper, Turbo JetBurner or Similar, Sheer Excavator, Skid Steer/Bobcat, Well Drilling Machine.

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

GROUP IV-B: Conveyor Belt Machine, Heater all types, Lighting Unit (Portable & Generator), Mechanic's Helper, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or Similar), Stock Room Attendant, Welding Machine Steel Erection Excavation), Well Point System, Welder's Helper,

GROUP V-A: Engineer-All Tower Cranes-All Climbing Cranes and all cranes of 100 ton capacity or greater(3900 Manitowac or similar), Hoist Engineer(Steel), Engineer-Pile Driver, Welder-Certified, Jersey Spreader, Pavement Breaker(Air Ram), Post Hole Digger.

WAGES: (per hour)

07/01/2014

Group I	\$ 54.40
Group I-A	48.07
Group I-B	50.60
Group II-A	46.07
Group II-B	47.48
Group III	45.28
Group IV-A	41.24
Group IV-B	35.54
Group V-A	
Engineer All Tower,Climbing and Cranes of 100 Tons	61.50
Hoist Engineer(Steel)	55.78
Engineer(Pile Driver)	59.42
Jersey Spreader,Pavement Breaker. (Air Ram)Post Hole Digger	47.12

SHIFT DIFFERENTIAL:

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

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

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

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

SUPPLEMENTAL BENEFITS

(per hour)

Journeyman:

07/01/2014

\$17.37 on all hours paid
PLUS \$8.00 for first 40 hours worked

PLUS \$1.00 on all hours worked

OVERTIME PAY

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

HOLIDAY

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

* For Holiday codes 8,9,15,25 code R applies

** For Holiday Codes 5 & 6 code U applies

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

REGISTERED APPRENTICES

(1)year terms at the following rate.

07/01/2014

1st term	\$ 22.64
2nd term	27.16
3rd term	31.69
4th term	36.22

Supplemental Benefits per hour:

Apprentices:

07/01/2014

\$ 17.37 on all hours paid
PLUS \$1.00 on all hours worked

8-137HH

Operating Engineer - Heavy&Highway - Tunnel

08/01/2014

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, Auto Grader, Dynahoe & Dual purpose & similar machines, Barber Green Loader-Euclid Loader or similar type machine, Boat Captain, Boring Machine(all types), Bull Dozer-all types, Central Mix Plant Operator, Cherry Picker(Cableway or hydraulic), Chipper-all types, Close Circuit T.V., Compactor with Blade, Concrete Portable Hoist, C.M.I. or similar, Conway or similar Mucking Machine, Crane(Crawler or Truck) dragline, Gradall, Shovel Backhoe, etc. Grader, Derrick(Stone-Steel), Elevator & Cage(materials or passengers), Front End Loaders over 1 1/2 yards, 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 yards struck), Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(concrete), Pulsemeter, Push Button(Buzz Box)Elevator, Raise Boring Machine, Road Mix Machines. Robot Hammer(Brock or similar), Robotic EquipmentRoss 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 I-B: Road Paver(Asphalt).

GROUP II-A: Balast Regulators, Compactor Self-propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Roller 4 ton and over, Scrapers (20 yard struck and under), Switch Tampers, Vibratory Roller, etc., Welder.

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

GROUP III: 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, Firemen, Forklift(ALL), John Henry Drill or similar, 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 & 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, Turbo Jet Burner or similar, Well Drilling Machine, Winch Truck "A" Frame.

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

GROUP IV-B: Bending Machine, Compressor-Compressor Plant-Paint, Compressor-Steel Erection, Compressor Truck Mounted(2-6), Conveyor Belt Machine, Dust Collector, Heater(all types), Lighting Unit(portable & generator), Mixer Concrete under 21-E, Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or similar), Roller Motorized(Walk behind), Steam Jenny, Stock Room Attendant, Syphon Pump-Air-Stream, Tar Joint Machine, Vibrator(1 to 5), Welding Machine, 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)

07/01/2014

GROUP I	\$ 54.40
GROUP I-A	48.07
GROUP I-B	50.60
GROUP II-A	46.07
GROUP II-B	47.48
GROUP III	45.28
GROUP IV-A	41.24
GROUP IV-B	35.54
GROUP V-A	
Engineer-Cranes	61.50
Engineer-Pile Driver	59.42
Hoist Engineer	55.78
Jersey Spreader	47.12
Pavement Breaker	47.12
Post Hole Digger	47.12

SHIFT DIFFERENTIAL:

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

07/01/2014

\$ 17.37 on all

hours paid

+\$8.00 limited to first 40

hours worked

+\$1.00 for all

hours worked

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies.

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

REGISTERED APPRENTICES

(1)year terms at the following rates.

07/01/2014

1st year

\$ 22.64 per hr.

2nd year

\$ 27.16 per hr.

3rd year

\$ 31.69 per hr.

4th year
\$ 36.22 per hr.

Supplemental Benefits per hour:

Apprentices: 07/01/2014

\$ 17.37 all
hours paid
+\$1.00 for all
hours worked

8-137Tun

Operating Engineer - Marine Construction

08/01/2014

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

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

CLASS A1

Dozer, Front Loader
Operator

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

CLASS B

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

\$ 30.05	\$ 30.81
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Certified Welder,
Boat Operator(licensed)

\$ 28.30	\$ 29.01
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CLASS C

Drag Barge Operator,
Steward, Mate,
Assistant Fill Placer,

\$ 27.54	\$ 28.22
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Welder (please add)\$ 0.06

Boat Operator

\$ 26.55	\$ 27.30
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CLASS D

Shoreman, Deckhand,
Rodman, Scowman, Cook,
Messman, Porter/Janitor

\$ 22.17	\$ 22.68
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Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2014	10/01/2014
All Classes A & B	\$ 9.42 plus 8%	\$ 9.99 plus 8%

	of straight time wage, Overtime hours add \$ 0.63	of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 9.12 plus 8% of straight time wage, Overtime hours add \$ 0.48	\$ 9.69 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$ 8.82 plus 8% of straight time wage, Overtime hours add \$ 0.33	\$ 9.39 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

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

4-25a-MarConst

Operating Engineer - Survey Crew - Consulting Engineer **08/01/2014**

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:	07/01/2014	07/01/2015	07/01/2016
Survey Classifications		Additional	Additional
Party Chief	\$35.55 + \$1.06*	\$1.63*	\$2.24*
Instrument Man	29.41 + 0.94*	1.44*	1.98*
Rodman	25.54 + 0.86*	1.32*	1.82*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members:	\$17.90	\$17.90	\$17.90
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OVERTIME PAY
OVERTIME:..... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

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

9-15dconsult

Painter **08/01/2014**

JOB DESCRIPTION Painter **DISTRICT 8**

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES
Per hour: 07/01/2014

Drywall Taper \$ 41.75

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2014
Journeyman \$ 20.97

OVERTIME PAY

See (A, H) on OVERTIME PAGE

For Journeyman: Deduct \$4.25 from wage rate BEFORE calculating overtime pay.

For Apprentices: Deduct \$ 2.44 from 2nd term wage rate, and \$ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages(per Hour) 07/01/2014

1500 hour terms at the following wage rate:

1st term	\$ 18.13
2nd term	\$ 27.19
3rd term	\$ 36.26

Supplemental Benefits per hour:

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

1st year	\$ 10.25
2nd year	\$ 16.43
3rd year	\$ 19.25

8-NYDCT9-DWT

Painter

08/01/2014

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2014

Brush \$ 43.75

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. \$ 43.75

Spray & Scaffold \$ 46.75

Fire Escape \$ 46.75

Decorator \$ 46.75

Paperhanger/Wall Coverer \$ 41.08

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2014

Paperhanger \$ 29.33

All others \$ 20.97

Premium* \$ 23.47*

*Applies only to "All others" category,not paperhanger journeyman.

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)

	07/01/2014
Appr 1st term...	\$ 16.55
Appr 2nd term...	\$ 21.66
Appr 3rd term...	\$ 26.24
Appr 4th term...	\$ 35.02

Supplemental benefits:
(per Hour worked)

Appr 1st term...	\$ 10.23
Appr 2nd term...	\$ 12.92
Appr 3rd term...	\$ 15.20
Appr 4th term...	\$ 19.70

8-NYDC9-B/S

Painter - Bridge & Structural Steel

08/01/2014

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 Worked:

STEEL:

Bridge Painting:	07/01/2014	10/01/2014
From May 1st to Nov. 15th -		
	\$ 47.00	\$ 48.75
	+ 5.38*	+ 5.63*
From Nov. 16th to April 30th -		
	\$ 47.00	\$ 48.75
	+ 5.38*	+ 5.63*

*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$47.00 or \$48.75 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

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.

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyworker:	07/01/2014	10/01/2014
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	\$ 28.20	\$ 28.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.20	28.95
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2014	10/01/2014
1st 90 days	\$ 20.96	\$ 21.76
1st year after 90 days	20.96	21.76
2nd year	31.43	32.63
3rd year	41.91	43.51

Supplemental Benefits per hour worked:

	07/01/2014	10/01/2014
1st 90 days	\$ 8.29	\$ 8.59
1st year after 90 days	8.54	8.84
2nd year	16.93	17.38
3rd year	22.57	26.17

8-DC-9/806/155-BrSS

Painter - Line Striping

08/01/2014

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2014
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

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

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2014
Journeyworker:	

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

OVERTIME PAY

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

HOLIDAY

Paid:	See (5, 20) on HOLIDAY PAGE
Overtime:	See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher

08/01/2014

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2014

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

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2014

Journeyworker:

All classification \$ 13.61

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits:

Per hour paid:

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

8-8A/28A-MP

Plumber

08/01/2014

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2014

Plumber and

Steamfitter \$ 51.56

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 \$ 25.43 Per hour paid
+ \$2.73 per hr. worked**

** Not Subject to Overtime.

OVERTIME PAY

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

* NOTE:Time and one half for the first 8 hours on Saturday. Additional hours on Saturday to be paid at double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1)year terms at the following wages.

1st Term	\$ 18.98
2nd Term	21.84
3rd Term	25.19

4th Term	36.16
5th Term	38.83

Supplemental Benefits per hour:

Apprentices

1st term	\$10.80 per hour paid + 1.16 per hour worked
2nd term	11.94 per hour paid + 1.30 per hour worked
3rd term	14.24 per hour paid + 1.60 per hour worked
4th term	18.16 per hour paid + 2.36 per hour worked
5th term	19.33 per hour paid + 2.36 per hour worked

8-21.1-ST

Plumber - HVAC / Service

08/01/2014

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

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

WAGES

Per hour: 07/01/2014

HVAC Service \$ 39.70

Jobbing & Alteration*

(Dutchess and

Ulster County Only) \$ 36.25

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

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2014

Journeyworker HVAC Service

\$ 18.09 per hour paid
+ 1.10 per hour worked**

Journeyworker Jobbing Alterations

\$ 21.47 per hour paid
+ 2.73 per hour worked**

** Not subject to overtime

OVERTIME PAY

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

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

Additional hours on Saturday to be paid at double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

HVAC SERVICE

REGISTERED APPRENTICES

(1)year terms at the following wages.

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

Supplemental Benefits per hour worked:

Apprentices	07/01/2014
1st term	\$ 15.17 per hour paid + 1.10 per hour worked
2nd term	\$ 15.66 per hour paid + 1.10 per hour worked
3rd term	\$ 16.30 per hour paid + 1.10 per hour worked
4th term	\$ 17.02 per hour paid + 1.10 per hour worked
5th term	\$ 17.57 per hour paid + 1.10 per hour worked

JOBGING & ALTERATIONS

REGISTERED APPRENTICES

(1)year terms at the following wages.

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

Supplemental Benefits per hour worked:

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

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

08/01/2014

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

Journeyworker: 07/01/2014
\$ 39.93

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 \$ 21.31 per hour paid
+ 2.73 per hour worked**

**Not subject to overtime

OVERTIME PAY

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

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

Additional hours on Saturday to be paid at double time.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wages.

1st year	\$ 17.57
2nd year	19.46
3rd year	20.84
4th year	29.39
5th year	30.97

Supplemental Benefits per hour:

Apprentices

1st year \$ 6.76 per hour paid
+ 0.50 per hour worked

2nd year 7.77 per hour paid
+ 0.93 per hour worked

3rd year 11.02 per hour paid
+ 1.05 per hour worked

4th year 14.58 per hour paid
+ 1.46 per hour worked

5th year 15.65 per hour paid
+ 1.90 per hour worked

8-21.3-J&A

Roofer

08/01/2014

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2014	07/01/2015
Roofer/Waterproofer	\$ 40.70	An additional \$ 1.50*

* May be allocated between wages and benefits

SUPPLEMENTAL BENEFITS

Journeyworker \$ 29.46

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 terms at the following percentage of Journeyworkers hourly wage.

1st	2nd	3rd	4th
35%	50%	60%	75%

Supplements per hour paid at the following rates:

1st	2nd	3rd	4th
\$ 2.70	\$ 15.02	\$ 17.90	\$ 22.25

9-8R

Sheetmetal Worker

08/01/2014

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2014 08/01/2014

Sign Erector \$ 44.20 \$ 45.60

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2014 08/01/2014

Sign Erector \$ 38.22 \$ 40.25

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$11.08	\$12.55	\$14.04	\$15.51	\$21.93	\$23.86	\$26.46	\$28.45	\$30.42	\$32.40

4-137-SE

Sheetmetal Worker

08/01/2014

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2014

SheetMetal Worker \$ 43.41

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 \$ 33.85

OVERTIME PAY

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

*Note: For Sundays or Holidays worked, HOURLY WAGE is
double the total of the hourly wage plus the
hourly benefit paid all in wages. (Benefits are
included in the wages).

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 23) on HOLIDAY PAGE
Additional for Holiday Overtime: September 11th

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$16.07	\$18.07	\$ 20.09	\$ 22.09	\$ 24.09	\$ 26.11	\$ 28.59	\$ 31.07

Supplemental Benefits per hour:

Apprentices

1st term	\$ 14.83
2nd term	16.71
3rd term	18.55
4th term	20.40
5th term	22.27
6th term	24.11
7th term	25.49
8th term	26.88

8-38

Sprinkler Fitter

08/01/2014

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2014	01/01/2015	04/01/2015
Sprinkler	\$ 40.66	\$40.66	\$41.47
Fitter			

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 21.15	\$21.30	\$21.30
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.33	\$ 20.33	\$ 22.36	\$ 24.40	\$ 26.43	\$ 28.46	\$ 30.50	\$ 32.53	\$ 34.56	\$ 36.59

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.15	\$ 8.15	\$ 14.97	\$ 14.97	\$21.15	\$21.15	\$21.15	\$21.15	\$21.15	\$21.15

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

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 18.30	\$ 20.33	\$ 22.86	\$ 24.40	\$ 26.43	\$ 28.46	\$ 30.50	\$ 32.53	\$ 34.56	\$ 36.59

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.68	\$ 8.74	\$ 15.37	\$ 15.43	\$ 15.99	\$ 16.05	\$ 16.11	\$ 16.16	\$ 16.22	\$ 16.28

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

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.20	\$ 15.78	\$ 17.35	\$ 18.93	\$ 20.51	\$ 22.09	\$ 23.66	\$ 25.24	\$ 26.82	\$ 28.40

Supplemental Benefits per hour worked

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

1-669.2

Teamster - Building / Heavy&Highway **08/01/2014**

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP CC: Light Tower, Attenuator Trucks

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid,DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, DJB, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment(under 40 tons), Euclid.

GROUP HH: Off-road Equipment(under 40 tons)D.J.B.

GROUP I: Off-road Equipment(under 40 tons)Darts.

GROUP II: Off-road Equipment(under 40 tons)RXS.

WAGES:(per hour)

07/01/2014

GROUP A	\$ 39.42*
GROUP B	40.04*
GROUP BB	39.54*
GROUP C	42.17*
GROUP CC	39.42*
GROUP D	39.87*
GROUP E	40.42*
GROUP F	41.42*
GROUP G	40.17*
GROUP H	40.79*
GROUP HH	41.17*
GROUP I	40.92*
GROUP II	41.29*

* To calculate premium wage, subtract \$.20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential:NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

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

SUPPLEMENTAL BENEFITS

Per hour paid:
Journeyworker

First 40 hours	\$23.67
For the 41st-45th hours	9.48
Over 45 hours	0.25

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 9, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 12, 16, 25) on HOLIDAY PAGE

**Note: Holiday codes 5 & 6, if worked, are overtime code R

*Holiday codes 9,12,16,25 if worked, are overtime code P

8-456

Welder

08/01/2014

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2014

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐

01 DOT

☐

02 OGS

☐

03 Dormitory Authority

☐

04 State University
Construction Fund

☐

05 Mental Hygiene
Facilities Corp.

☐

06 OTHER N.Y. STATE UNIT

☐

07 City

☐

08 Local School District

☐

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

☐

10 Village

☐

11 Town

☐

12 County

☐

13 Other Non-N.Y. State
(Describe)

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

Telephone: ()

Fax: ()

E-Mail:

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

☐

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No./Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐

1. New Building

☐

2. Addition to Existing Structure

☐

3. Heavy and Highway Construction (New and Repair)

☐

4. New Sewer or Waterline

☐

5. Other New Construction (Explain)

☐

6. Other Reconstruction, Maintenance, Repair or Alteration

☐

7. Demolition

☐

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐

Construction (Building, Heavy
Highway/Sewer/Water)

☐

Tunnel

☐

Residential

☐

Landscape Maintenance

☐

Elevator maintenance

☐

Exterminators, Fumigators

☐

Fire Safety Director, NYC Only

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

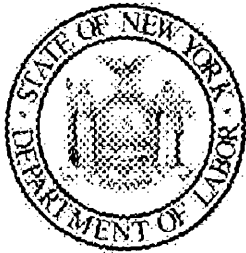
9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐

NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

NYS DOL Bureau of Public Work Debarment List 08/19/2014

Article 8

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

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DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	*****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD CALT HART NY 10676	01/21/2011	01/21/2016

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DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014

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DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	ECO CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018

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DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	01/07/2019
DOL	NYC		FRANK ACOCCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019

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DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2499	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALLEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	*****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018

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DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		JEFFREY A NANNA		502 WOODBURN DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018

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DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTING CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612 NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017

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DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****4638	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017

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DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018

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DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSESA		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/16/2018
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROAD HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQU L ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREETJACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015

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DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772 JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUDET NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015

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DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	*****1504	VALLEY VIEW LANDSCAPING AND SITE DEVELOPMENT LLC		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WASSIM ISSA		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/24/2017

SECTION H

COMPLIANCE WITH THE LABOR LAW AND OTHER DEPARTMENT OF LABOR REGULATIONS

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York. This Contract shall be void unless applicable sections of said Labor Law are complied with.

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

Specifically, Section 220-e, of the Labor Law, as so amended, prohibits in Contracts, discrimination on account of race, creed, color, or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this Contract a Penalty of five (5) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

SECTION I

INSURANCE

- A. The Contractor, prior to signing of this Contract, shall provide to the Town of Lewisboro and maintain throughout the life of the Contract, at its own cost and expense, proof of the following insurance by insurance companies licensed by the State of New York.
- (1) Workmen's Compensation. The Contractor shall take out and maintain during the life of this Contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - (2) Public Liability Insurance with single limit of liability per occurrence for bodily injury and property damage of one million (1,000,000) dollars. The Certificate of Insurance shall indicate the following coverages:
 - a. Premises - Operations;
 - b. Contractual with respect to this Contract including the Indemnification Agreement.
 - c. Any deductibles shall not be the liability of the Town of Lewisboro.
 - (3) Automobile Liability Insurance with a single limit of liability per occurrence for bodily injury and per occurrence for property damage at one million (1,000,000) dollars. This insurance shall include coverages for:
 - a. Owned automobiles;
 - b. Hired automobiles;
 - c. Non-owned automobiles.
 - (4) Owners and Contractors Protective Liability Policy One million (1,000,000) dollars single limit endorsed that Town of Lewisboro is not responsible for premium.
 - (5) Property Damage Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the Town of Lewisboro.
 - (6) Unemployment Insurance The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as

aforesaid of employees of the Contractors and his subcontractors assessed against the Owner under the authority of said law.

- B. All policies and certificates of insurance of the Contractor shall contain clauses as follows:
- (1) The insurance companies issuing the policy or policies shall have no recourse against the Town of Lewisboro for payment of any premiums or for assessments under any form of policy.
 - (2) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - (3) In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Town Board, Town of Lewisboro, Town House, 11 Main Street, South Salem, New York, 10590, by registered mail, return receipt requested.
 - (4) The Town of Lewisboro shall be named as an additional insured on the insurance policies.
- C. All property losses shall be made payable to and adjusted with the Town.
- D. All policies of insurance shall be acceptable to and approved by the Town Attorney prior to the inception of any work.
- E. Other coverages may be required by the Town of Lewisboro based on specific needs.
- F. If, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
- G. In the event that claims in excess of these amounts are filed by reason of any operations under the Contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims.
- H. The Contractor agrees to protect, defend, indemnify and hold the Town of Lewisboro and its officer, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other

expenses or liabilities of every kind and character arising out or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate section 5-322.1 of the new work General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town of Lewisboro for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town of Lewisboro or its employees.

INDEMNIFICATION AGREEMENT

The following indemnification agreement will be an addendum to the Contract between the Town of Lewisboro and _____ for work being performed at _____.

In consideration of One (\$1.00) Dollar and other valuable consideration, the sufficiency of which is hereby acknowledged, this agreement made on the _____ day of _____ by _____ (hereinafter called "Contractor"), and the Town of Lewisboro. (Hereinafter called "Principal").

(Wherever used in this agreement "Principal" also includes any other subsidiary, affiliated or parent entities, or any of their officers, directors, employees and agents).

IT IS HEREBY AGREED THAT:

- A. 1) Contractor shall be solely responsible and liable for and shall fully defend, indemnify, and save harmless Principal against any and all claims, liabilities, demands, actions, proceedings, judgements or payments and expenses of any nature whatever asserted against Principal by the Contractors and/or subcontractors employees and/or any or all third parties who may bring claim for personal injury or damage to property as a result of or incidental to the work performed by the Contractor. The Contractor agrees to assume on behalf of the Principal the defense of any action at law or in equity which may be brought against Principal upon such claim and may pay all costs and expenses of whatever nature including punitive damages resulting there from and to pay on behalf of Principal upon their demand the amount of any judgement which may be recovered or entered against Principal in any such action.

The obligation of the Contractor to indemnify and hold harmless Principal is not dependent upon the question of negligence of Principal. The approval by Principal, it's agents or employees of the methods of doing work or the failure to call attention to improper and inadequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor.

The provisions of this agreement apply only to the extent permitted by law. Should any provision in this agreement be found in violation of applicable law, only that provision shall be voided and the remainder of this agreement shall continue in full force and effect.

- 2) Waiver of Damage to Property - The Contractor hereby agrees to hold Principal harmless from any claims or damage of any type including consequential loss of use thereof, for any personal property belonging to the Contractor, his Subcontractors, suppliers, employees or representatives regardless of whether

or not principal is deemed responsible in whole or in part by Principal's negligence.

- B. INSURANCE SPECIFICATIONS** - During the performance and length of this Contract, the Contractor will affect and maintain insurance in the form and in the amount as specified under Section I - Insurance, which shall be attached hereto and made part of this agreement. The Contractor shall not commence work on this Contract until he has provided insurance certificates and/or policies from insurance companies in a form satisfactory to the Principal.

Contractor

Date

Principal

Date

SECTION J

NON-DISCRIMINATION CLAUSE

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

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

- E. The Contractor will comply with the provision of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel clauses and such sections of the Executive Law and Civil Rights Law.
- F. This Contract may be forthwith canceled, terminated, or suspended in whole or in part, by the Contracting agency upon the basis of a finding made by the Commission of Human Rights that the Contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.
- G. If this Contract is canceled or terminated under clause "f.", in addition to other rights of the Owner provided in this Contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or costs incurred by the Owner in completing the work or in purchasing the services, materials, equipment, or supplies contemplated by this Contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be held against the surety on the performance bond if necessary.
- H. The Contractor will include the provision of clauses "a.", through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the Project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchases the Owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the Contractor shall promptly so notify the Owner's Representatives/Counsel, requesting him to intervene and protect the interests of the Owner (Contracting Agency's jurisdictional area).

SECTION K

GENERAL CONDITIONS

Note: The headings of the articles herein are intended for convenience or reference only and shall not be considered as having any bearing on their interpretation.

101 **DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- A. The term "**Contract**" means the Contract executed by the Owner and the Contractor.
- B. The term "**Owner**" means the Town of Lewisboro, which is authorized to undertake this Contract.
- C. The term "**Contractor**" means a person, firm or corporation entering into the Contract with the Owner to perform and complete the work involved in this Contract.
- D. The term "**Subcontractor**" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- E. The term "**Project Area**" means the area shown on the drawings in the immediate vicinity of the work or that area in the immediate vicinity of the work, unless otherwise defined in the Special Conditions.
- F. The term "**Owner's Representative**" means the person in charge, serving the Owner with administration and/or inspection services, his successor, or any other person or persons, employed by said Owner for the purpose of administering the work embraced in this Contract.
- G. The term "**Town Engineer**" shall be used synonymously with the term "**Owner's Representative**".
- H. The term "**Town**" means the Town of Lewisboro, New York, within which the Project Area is situated.
- I. The term "**Contract Documents**" means and shall include the Documents listed in Section D - Article 3 of the Agreement.
- J. The term "**Plans**", "**Drawings**" or "**Contract Drawings**" means the drawings listed in the Schedule of Drawings.

- K. The term "**Technical Specifications**" or "**Supplemental Technical Specifications**" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished; the quality of workmanship required; measurement and payment.
- L. The term "**Addendum**" or "**Addenda**" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.

102 SUPERINTENDENCE BY CONTRACTOR

- A. Except where the Contractor is an individual and personally supervises the work, the Contractor shall provide a competent superintendent, satisfactory to the Owner, for the work at all times during working hours with full authority to act for the Contractor. The Contractor shall also provide adequate staff for the proper coordination and expediting of his work. Should, in the opinion of the Owner, any language barrier exist between the superintendent and the Owner, the Contractor will employ a qualified interpreter.
- B. Unless otherwise indicated in the Specifications, the Contractor is responsible for lay-out of the work including required surveying and he shall be responsible for all work executed by him under the Contract. The Contractor shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from failure to do so.

103 SUBCONTRACTS

- A. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until written approval by the Subcontractor has been received from the Owner.
- B. The Contractor shall be as fully responsible to the Owner for the acts and omissions of Subcontractors, and of persons either directly or indirectly employed by it, as the Contractor is for the acts and omissions of persons directly employed by it. All Subcontractors must have adequate superintendence on the work site when they are performing work.
- C. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
- D. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.

104 OTHER CONTRACTS

The Owner reserves the right to let other contracts in connection with this work or to perform work related to this project with its own forces. The Contractor shall offer other Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate his work with theirs. The Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not permit or commit any act which will interfere with the performance of work by any other Contractor as scheduled.

Wherever work being done by the Town or Municipal forces, or other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

If any part of the Contractor's work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Owner's Representative in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

105 RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

106 FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all Trades, Subcontractors, Material and Workers engaged upon this Contract. The Contractor shall be prepared to guarantee to each of the Subcontractors locations and measurements which they may be required for the fitting of their work to all surrounding work. The Contractor shall, at his own expense, effect all cutting, fitting, or patching of his work required to make the same conform to the Contract Drawings and Specifications and, except with consent of the Owner, not to cut, disturb or otherwise alter the work of any other Contractor.

107 MUTUAL RESPONSIBILITY OF CONTRACTOR

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall

settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend and pay all costs and expenses, in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Owner and Owner's Representative.

108 ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation shall expressly provide that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

109 PROGRESS SCHEDULE

The Contractor shall submit within five (5) calendar days after execution of the Agreement, a carefully prepared and realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- A. The project name, number and geographic location.
- B. The Contract time, Contract Beginning date, and ending date.
- C. The time of beginning and completion of each significant phase of this Contract.

The Progress Schedule shall show the plan of work and the proposed method of carrying out this work including a full statement of the equipment to be used.

Said schedule will be reviewed or updated weekly unless otherwise permitted by the Owner. No payments will be approved without a revised/updated Progress Schedule approved by the Owner.

110 COMMUNICATIONS

- A. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- B. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate), or if deposited, in the United States mail in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- C. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Town Board, Town of Lewisboro, Town Hall, Town House, 11 Main Street, South Salem, New York, 10590 with copies mailed directly to the Owner's Representative and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited, in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- D. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

111 PAYMENTS TO CONTRACTOR

A. Partial Payments

- (1) The Contractor shall prepare and submit to the Owner's Representative for review and approval, his requisition for partial payment as of a mutually agreed upon date at least 30 days after beginning of work, and approximately every 30 days thereafter. The amount of the payment due the Contractor shall be determined by adding the total value of work completed to date and deducting (a) five (5) percent of the total amount of work completed to date, to be retained until final payment and (b) the amount of all previous payments. Requisitions shall be based on carefully measured or computed quantities of each item of work completed to date, and on the unit prices, if any, contained in the Agreement.

There will be no payments or partial payments to the Contractor for materials purchased and stored/stockpiled on the project site.

Monthly or partial payments made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All materials and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements in this Contract complete and satisfactory to the Owner in all details.

B. Final Payment

- (1) After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices, if any, stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed without retainage less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.
- (2) The Owner, before paying the final payment, may require the Contractor to furnish releases or receipts from all Subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts. Any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
- (3) If it was necessary for the Owner to expend money for labor, materials or equipment on this project because the Contractor failed to perform satisfactorily or promptly, and a bill for such sum remains unpaid, the Owner may deduct this sum from partial payments or the final payment. Furthermore, if the specifications provide for certain work to be done by the Owner with the fee or

cost to be borne by the Contractor, and a bill for such services remains unpaid, the Owner may deduct this sum from the partial or final payment.

- (4) Withholding of any amount due the Owner under the section entitled "LIQUIDATED DAMAGES" shall be deducted from the final payment due the Contractor. At the Owner's option, liquidated damages may be deducted from any partial payment.

C. Withholding Payments

Notwithstanding the above, the Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

D. Payments Subject To Submission Of Certificates and Guarantee Bond

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors by the section entitled "SAMPLES CERTIFICATES AND TESTS" under the GENERAL CONDITIONS.

In addition, the final payment to the Contractor shall be made subject to the submission of a Guarantee Bond as specified within Section "B" and "E" of these Specifications.

112 CHANGES IN THE WORK

- A. The Owner may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract.
- B. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor

to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

- C. The Contractor agrees to perform any of the aforementioned changed work, along with all other required work found under the Contract, without delay and in accordance with good construction practices.
- D. These changes outlined above may be made without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without affecting the validity of the guaranty bonds and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is provided otherwise.
- E. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.
 - (1) If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. Payment of unit price overruns, due to change order, may be withheld until Town Board Approval is obtained.
 - (2) If applicable unit prices are not contained in the Agreement, the Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:
 - a. If the change in the work involves additional work, the procedure shall be as follows:
 - i) If the proposal is acceptable, the Owner will prepare the Change Order in accordance there with for acceptance by the Contractor, or
 - ii) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Cost-Plus Basis. A Cost-Plus Basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit as stipulated below:

"Net Cost of the Work" is defined as (1) gross cost of labor plus (2) net cost of materials plus (3) gross cost of equipment.

"Gross cost of labor" is defined as net cost of labor plus fringe benefits.

"Net cost of labor" is defined as the cost of required labor based on the prevailing rates established by the State Labor Department and stated in the Contract Document. No part of any salary for employees above the grade of foreman, and having general supervision of this work, will be included in this item.

"Fringe Benefits" are defined as all insurances, taxes and other benefits for the employee required by law or by union contract. In lieu of an item-by-item determination of the actual value of such fringe benefits, all fringe benefits are hereby determined to total an amount of 40% of net cost of labor, and the Contractor in submitting his bid agrees that this percentage shall be used, regardless of whether actual fringe benefits are more or less than this amount.

"Net cost of materials" shall be defined as the cost of all materials incorporated in the work, including delivery charges, less any allowable cash discounts, as shown by receipted bills.

"Gross cost of equipment" is defined as the "net cost of equipment" plus an allowance of 10% for fuel and lubricants.

"Net cost of equipment" shall be defined as a rental rate which is reasonable and based on rental rates prevailing in the area where the work is to be done. Such rental rate shall be negotiated, and shall be agreed upon in writing before the work is begun. However, in no case shall the rental exceed the rates set forth in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment".

The cost of furnishing small tools and accessories and materials used for construction but not incorporated in the work shall be

considered as part of the Contractor's overhead, and shall not be included in the "net cost of the work".

An allowance of 15% will be added for overhead and profit and is hereby stipulated to be in lieu of an actual determination of overhead and profit. The Contractor in submitting his bid agrees that this allowance shall be used, regardless of whether actual overhead and profit is more or less than this amount.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon. The price agreed upon shall be the total compensation allowed for use of such equipment.

b. If the change in the work requires a reduction in the work involved, the procedure shall be as follows:

- i) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
- ii) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner's Representative shall fix the cost value of the credit. The Owner may then order the Contractor to proceed with the work. Should the Contractor disagree with the cost value of the credit as fixed by the Owner's Representative, he may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS, ARBITRATION.

F. Each Change Order shall include in its final form:

- (1) A detailed description of the change in the work.
- (2) The Contractor's proposal (if any) or a confirmed copy thereof.
- (3) A definite statement as to the resulting change in the Contract price and/or time.
- (4) The statement that the change order is subject to the approval of the Town Board.

G. Contractor shall not take advantage of any obvious error in the Specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the

Contract Documents shall be immediately reported to the Owner's Representative who shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.

113 CLAIMS FOR EXTRA COST

- A. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, shall within ten (10) days of the event, or action giving rise to the claim be presented to the Owner's Representative. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived. The Contractor shall in no case allow any claim or dispute to delay the work.
- B. As soon as practicable after the final submission of all information the Owner shall make a determination of any claim. Said decision of the Owner shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Owner shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- C. There shall be no added compensation paid for delay to the Contractor unless the Owner causes said delay by a material breach of the Contract, and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which allowed for in prevailing rental rates for equipment usage.
- D. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors

exist which resulted, or would result, in handling more material or performing more work, than would be reasonable estimated from the Drawings and maps issued.

- E. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections - "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS.
- F. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provisions of the Contract.

114 NO OPTIONS PAID

It shall be clearly understood that there will be no payment for materials incorporated into the work (other than that shown on the Contract Drawings or specified) unless ordered by the Owner's Representative.

115 TIME AND MATERIALS WORK NOTIFICATION

Should the Contractor perform work in accordance with the General Conditions, "Changes in the Work", he shall give a minimum of 48 hours advance written notice prior to his anticipated beginning any work on a Cost-Plus Basis, to the Owner and specifically the Owner's Representative.

116 TERMINATION: DELAYS AND EXTENSIONS: LIQUIDATED DAMAGES

A. Termination of Contract

For its own convenience the Owner may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Owner will not be liable to the Contractor for any claims or losses, including anticipated loss of profit and moneys expended in anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Owner may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Owner, the Owner shall be responsible to the Contractor for the following moneys only, which moneys shall be subject to legitimate charges of the Owner against the Contractor:

- (1) All reasonable cost incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the

Contractor shall take all reasonable steps to mitigate such damages including the return and/or resale of materials ordered; and

- (2) On Lump Sum projects, a markup of 15% for profit and overhead on the reasonable cost of the work that is completed and in place in accordance with the Contract Drawings and Specifications will be allowed. On unit price Contracts, allowances for profit and overhead shall be considered to have been included in each of the Contractor's original unit price Bid. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this Contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Owner may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

- a. Failure to begin the work under the Contract within the time specified.
- b. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- c. Unsuitable performance of the work or failure to perform such work as shall be rejected as defective and unsuitable.
- d. Neglecting or refusing to remove material rejected as defective and unsuitable.
- e. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Owner's Representative.
- f. Failure to commence discontinued work within 72 hours after notice to resume (excluding Sundays and holidays).
- g. Becoming insolvent or declared bankrupt or commits any act of bankruptcy or insolvency.
- h. Allowing a final judgment to stand against him unsatisfied for a period of ten (10) calendar days.

- I. Making any assignment for the benefit of creditors.
- j. Violating any covenants contained in the Contract Documents.
- k. Failure to eliminate unsafe conditions within 24 hours.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract, shall be deducted from any moneys due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

B. Excusable Delays and Extensions of Time

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- (1) To any acts of the Government, including controls or requisitioning of materials, equipment, tools, or by labor by reason of war, National Defense, or any other national emergency.
- (2) To any acts of the Owner, caused an injunction or litigation against said Owner, by a third party.
- (3) To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the

public enemy, acts of another Contractor, in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusually severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions.

- (4) To any delay of any Subcontractor occasioned by and of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "B".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Owner or Town by reason of any delay.

C. Liquidated Damages For Delay

If the work is not completed within the time stipulated in Section "L" - SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and as liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section "L" - SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Owner for the amount thereof. Neither permission given by the Owner for the completion, nor the inspection and acceptance of such work, shall be deemed a waiver on the part of the Owner of any of his rights under this contract.

117 OWNER'S REPRESENTATIVE'S AUTHORITY

The Owner's Representative will decide all questions which may arise. Owner's Representative's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any questions shall arise between the parties hereto relative to said Contract, the determination or decision of the Owner's Representative shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

118 TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the matter shall be immediately submitted to the Owner without whose decision said discrepancy shall not be adjusted by the Contractor. Any work performed by the Contractor without the decision of the Owner shall be at the Contractor's sole risk and expense.

119 REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in possession which should be furnished by the Owner under the terms of this Contract, and which he will be required in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall, if requested, furnish promptly any assistance and information the Owner's Representative may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in work or to others arising from the Contractor's failure to comply fully with the provisions of this Section.

120 SHOP DRAWINGS

Shop drawings are required for all manufactured items. In the case of reinforced concrete, details of reinforcing bars and form construction and materials shall be submitted in the same manner as shop drawings.

- A. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Owner's Representative in three (3) copies for review. Two (2) weeks should be allowed for checking from the date of receipt by the Owner's Representative. The Contractor, with the approval of the Owner's Representative, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc.
- B. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Owner's Representative. If the Contractor proceeds without reviewed shop drawings, it shall be at the sole risk. No claim by the Contractor, for

extension of the Contract time will be granted by reason of his failure in this respect.

- C. Shop drawings, etc., or printed matter shall provide all dimensions, sizes, etc., to enable the Owner's Representative to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.
- D. By submitting shop drawings, etc., the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he has checked and coordinated each shop drawing, etc., with the requirements of the work and of the Contract Documents.
- E. If any drawings includes variations from the requirements of the Contract because of standard shop practice and/or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order, that if acceptable, suitable action may be taken for proper adjustment of the Contract price and/or time; otherwise the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.
- F. After review, the submittals will be stamped "No Exceptions Taken", "Make Corrections as Noted", "Amend and Resubmit" or "Rejected - See Comments ". Two (2) copies of "No Exceptions Taken" or "Make Corrections as Noted" drawings will be returned to the Contractor for his use and distribution to his suppliers and/or Subcontractors. In the case of those returned to the Contractor as "Amend and Resubmit" or "Rejected - See Comments", the Contractor shall make all indicated correction and resubmit (3) copies for review.
- G. In any submission which is noted as "Same" or "Same as Noted", the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and Specifications.
- H. When the Contractor proposes a revision to a previously submitted shop drawing, etc., three (3) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.

- I. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.
- J. There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost thereof shall be considered as included in the general cost of the various items of work.

121 SAMPLES, CERTIFICATES AND TESTS

- A. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Owner's Representative, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Owner's Representative. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

- B. Samples

Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. The Contractor shall provide means and assist in the verification of all scales, measures and other devices operated by the Contractor. Samples to be submitted shall be taken by the Owner's Representatives or a laboratory approved by the Owner, unless otherwise specified. All materials being used shall be subject to resembling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Owner's Representative passing upon the acceptability of the sample. Certified test reports, materials, certificates and/or certificates of compliance required to be submitted with the sample or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

- C. Certified Test Report

A certified test report shall be a document containing a list of the dimensions, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify

that the materials meet the requirements of the Contract Drawings and Specifications, and shall also include the following information.

- (1) Item number and description of material
- (2) Date of manufacture
- (3) Date of testing
- (4) Name of organization to whom the material is consigned
- (5) Quantity of material represented, such as batch, lot, group, etc.
- (6) Means of identifying the consignment, such as label, marking, lot number, etc.
- (7) Date and method of shipment
- (8) Name of organization performing tests

The certified test report shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

D. Materials Certificate

A material certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and Specifications. The document shall also include the following information:

- (1) Project to which the material is consigned
- (2) Name of Contractor to whom material is supplied
- (3) Item number and description of material
- (4) Quantity of material represented by the certificate
- (5) Means of identifying the consignment, such as label, marking, lot numbers, etc.
- (6) Date and method of shipment

E. Certificate of Compliance

A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the work and that conform to all the requirements of the Contract Drawings and Specifications. The following information shall also be required on the document:

- (1) Project number or identification
- (2) Item number and description of material
- (3) Quantity represented by the certificate
- (4) Name of manufacturer

The certificate of compliance shall be signed by an authorized and responsible agent from the prime Contractor, and shall be notarized.

F. Tests

Tests as required by the Specifications will be made in accordance with the latest revision to the standard method in effect at the time of bidding of the American Society of Testing Materials, the New York State Department of Transportation, and American Water Works Association, the American Society of State Highway Officials or any other organization that is recognized as an authority on a particular material unless otherwise specified on the Contract Drawings or these Specifications. Representative preliminary samples or the material proposed for use shall be submitted, without charge by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

Materials will be rejected by the Owner's Representative whenever, in his judgment, they fail to meet the requirements of the Specifications.

The Owner reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all material, which when retested, do not meet the requirements of the Specifications.

G. Approval/Acceptance

Approval on any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract

Requirements. After actual deliveries, the Owner's Representative will have such check tests made as he deems necessary in each instance, and may reject materials and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Owner's Representative will have the right to cause their removal and replacement by proper materials or to demand and secure such preparation by the Contractor as is equitable.

The Owner's Representative may accept a material or combination of materials and therefore waive non-complying test results provided that all of the following conditions are met:

- (1) Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
- (2) The incidence and degree of non-conformance with the specification requirements are, in the Engineer's judgment, within reasonable and practical limits.
- (3) The Contractor has diligently exercised material controls consistently with good practices in the Engineer's judgment.
- (4) No adverse effect on the value of serviceability of the completed work could result.

The Owner's Representative may at his discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are prevalently on test.

H. Costs

Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, including those samples taken on the project by the Owner's Representative. The Owner shall pay all other testing costs of said samples in addition to that required within the Specifications.
- (2) The Contractor shall assume all costs of retesting.
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

122 MATERIALS AND WORKMANSHIP

- A. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Owner's Representative shall decide the question of equality.
- B. All work performed and all materials furnished shall be in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.
- C. The Contractor shall furnish to the Owner for approval the manufacturer's details and specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. See Section 121 - SAMPLES, CERTIFICATES AND TESTS.
- D. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- E. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.
- F. The Contractor shall employ only competent and skillful people to do the work and whenever the Owner's Representative shall notify the Contractor, in writing, that any person on the work is, in his opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ that person on any part of the work without the written consent of the Owner's Representative.
- G. The Owner may stop any work or any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe

conditions exist. Any action by the Owner under this provision shall not be deemed a cause of delay and no extensions of permitted time will be granted because of such action.

- H. In the event the materials furnished or the work performed deviates from the requirements of the Contract Drawings and Specifications, but in the opinion of the Owner, constitutes substantial performance, the Owner may accept the same. Should the deviation in question result in a savings to the Contractor, the Owner will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor, the Owner will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

123 PERMIT 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 which 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 or liability arising from or based on the violation of any such law, by-law, ordinance, regulation, order or decree, whether by himself or his employees. All construction work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc., and shall immediately report any discrepancy to the Owner. Where the requirements of the Contract Drawings and Specifications 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 covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

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 had 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.
- C. The Contractor shall comply with applicable Local/State/Federal laws, ordinances codes, etc., governing noise, the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.
- D. The Contractor shall comply with all State and local wetland permits for those areas where it is necessary to encroach on the wetlands or within the wetland setback. The Contractor shall limit his disturbance within the wetland and wetland setback areas to the maximum extent possible. There shall be no unnecessary encroachment on any state or local wetland areas either within or outside the work area.
- E. The Contractor shall comply with all instructions of the Owner, and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

124 CARE OF WORK

- A. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the Specifications at the time it is proposed to use them.

- B. The Contractor shall at his sole expense and without any additional cost to the Owner provide security and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.
- C. In an emergency affecting the safety of life or property including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Owner as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.
- D. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities, adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operation. If any damage is not repaired or acceptable arrangements for repair are not made within a reasonable period of time, the Owner may act to repair such damage by Town forces or using another Contractor employed for that purpose, and the costs of such repair shall be deducted from any payment due the Contractor. If a damage claim has been referred by the Contractor to his insurance company, such referral shall in no way relieve the Contractor of his responsibilities.
- E. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner, the Town and the Owner's Representative from any damages on account of settlements or the loss of lateral support of adjoining property and from all loss or expense and all damages for which the Owner, Town of Lewisboro and the Owner's Representative may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

125 ACCIDENT PREVENTION

- A. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property,

either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the Manual Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. A copy of this manual shall be available for reference at all times in the Contractor's field office.

- B. The Contractor shall maintain an accurate record of all cases of occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment of the work under this Contract in accordance with the requirements of the applicable State/Local/Federal regulations. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- C. The Contractor shall indemnify and save harmless the Owner, Town of Lewisboro and the Owner's Representative from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have suffered, by any person as a result of any work conducted under this Contract.

126 SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workers. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source. All such facilities and services shall be furnished in strict accordance with existing and governing Health/Sanitary regulations.

127 USE OF PREMISES

The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Contract Drawings, as described within the Specifications, and as prescribed by ordinances or permits, or as may be described by the Owner, and shall not unreasonably encumber the site or public right-of-ways with his materials and construction equipment.

128 REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated materials and debris, and keep the Project Area and public right-of-ways reasonably clear. Upon completion of the work, prior to final inspection, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and restore the complete site of the work and public right-of-ways to a condition satisfactory to the Owner's Representative. The cost of all required cleanup shall be included in the various prices bid under this Contract.

129 LAYOUT OF WORK

Unless otherwise indicated within the Specifications, the Contractor shall be responsible for all construction layout/surveying necessary to complete the improvements.

130 INSPECTION/ACCEPTANCE OF THE WORK

All materials and workmanship shall be subject to inspection, examination and testing by the Owner's Representative to determine the acceptability of the work. At any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on the Contractor shall provide proper facilities for such access and inspection. The Owner's Representative shall have the right to reject defective material and workmanship or require its correction. The Owner's Representative shall have the right to reject materials which have not been approved prior to incorporation in the work, and the right to reject work that has been performed without inspection. Rejected materials shall be removed and replaced without charge. Rejected workmanship shall be corrected if possible to the Owner's Representative satisfaction without additional charge. If in the opinion of the Owner's Representative correction is not feasible, or if correction has been attempted but is not satisfactory to the Owner's Representative, the work must be removed and replaced without additional charge. If the Contractor fails to proceed at once with the correction or replacement of rejected workmanship or defective materials, the Owner may act to repair or replace rejected work or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any moneys which are due or may become due the Contractor, without prejudice to any rights or remedies of the Owner.

Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Owner or its agents shall relieve the Contractor or his sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

Where the Contractor has been directed to leave certain items of work exposed for inspection, and he fails to do so, he will be required to uncover such work, at his own expense.

131 BLASTING

If explosives are used, all requirements for transportation, use and storage of Local/State/Federal laws and regulations must be complied with and all necessary permits and licenses be obtained by and at the expense of the Contractor. Permits and licenses inclusive of insurance policies and blasting bonds must be shown to the Owner's Representative on request.

Explosives must be carefully transported, stored, handled and used. The Contractor shall keep on the job site only such quantities of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separately from other explosives. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premises. Care must be taken that no explosives, caps or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.

An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot, the location, amount of holes, depth, spacing, amount of explosive per hole, number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot shall be recorded.

Explosives shall be of such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work.

The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground. Adequate warning shall be given all persons in the vicinity before any blast is discharged.

When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.

When blasting for trench excavation each shot sequence shall commence sufficiently ahead to prevent damage to the completed work and must be properly protected prior to each shot.

The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation, and if so ordered by the Owner's Representative, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.

In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.

The Contractor shall notify each public utility or others having structures in proximity of the site, and others who may be affected, of his intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not in any way relieve the Contractor of responsibility for any damage resulting from his blasting operations.

When in sufficiently close proximity to existing gas, water, sanitary, storm or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, in order to protect said utilities and their barring wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility.

No explosive shall be brought into, stored or used on the site of any job by the Contractor unless and until he shall have furnished the Owner's Representative with a satisfactory certificate of insurance showing that the risks arising from the presence of and use of explosives and from blasting are included with the insurance provided by the Contractor to secure his obligations to the Owner. Insurance should also cover damage to any underground utilities or other underground facilities.

132 FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the

improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Federal Agency, other Governmental Agencies and representatives of each department of the Town having charge of improvements of like character when such improvements are later to be accepted by the Town.

133 INSURANCE

The insurance requirements for this Contract are specified in Section I of these documents.

134 WARRANTY OF TITLE

No material, supplies or equipment incorporated or to be incorporated in the work shall be purchases subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver to same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all Subcontracts and material Contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal Contract is entered into for such materials.

135 GENERAL GUARANTEE

The Contractor shall warrant all equipment, material and work performed by him for a period of one (1) year from the date of written acceptance of the work. The guarantee shall be provided in the form of a Guarantee Bond in the amount equal to one-hundred percent of the Contract. The Bond shall be prepared as specified in Section B - INSTRUCTION TO BIDDERS and Section E - PERFORMANCE BOND of these Specifications and shall be posted prior to final payment.

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of written acceptance of the work. If any work is performed under the guarantee, the bond shall be extended with respect to such repair or replacement work for a period of one (1) year from the date the repair work was completed.

136 NO ARBITRATION

All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor, not otherwise resolved, arising out of or relating to this agreement or its breach shall be decided in a court of competent jurisdiction. The Owner and the Contractor hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

137 RISK OF LOSS

The Owner assumes no responsibility for the condition of existing buildings and structures and other property within the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation of Bids has been issued will be made except as provided for herein.

138 REQUIRED PROVISIONS DEEMED INSERTED

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

139 CORRECTIONS

The Owner's Representative shall have the right to correct any errors or omissions in the Contract, Specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Representative gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract drawings and Specifications, or any disagreement in measurements upon the Contract Drawings must be submitted to the Owner's Representative before construction of the work.

140 SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed. It shall be the responsibility of the Contractor to monitor and provide for all safety provisions.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Owner's Representative.

141 EXISTING IMPROVEMENTS

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated otherwise in the Specifications or Drawings. It will be the responsibility of the Contractor to restore, as nearly as practical and to their original conditions all improvements on public or private property damaged by his operations.

The utility mains, ducts, poles and services in the construction area, where shown on the Contract Drawings are at the approximate locations furnished by various utilities concerned. Whenever existing improvement information is either indicated on the Contract Drawings or supplied to the Contractor at a later date, it is understood that such information is furnished in good faith for the Contractor's convenience. The Contractor must interpret this information according to his own judgment, and must make his own determinations, inclusive of further investigation and testing, regarding the location of all improvements. No claim will be allowed because of incorrect or incomplete existing improvement information.

The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan his work so that the least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference. The Contractor shall support all utility lines uncovered during excavation.

142 CONNECTING TO EXISTING WORK

The Contractor shall remove such existing pavement, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown on the Contract Drawings. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost

of the same shall be included in the unit or lump sum prices Bid for the various items of the work to be done under this Contract.

143 ACCESS TO SITE

The Contractor shall make every effort to minimize damage to all access routes, and shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on or from public streets or right-of-ways and for securing additional access rights thereto with respect to the County and State Agencies.

All costs for the removal and restoration to original conditions of walls, fences, structures, utility lines, poles, guy wires or anchors, and other improvements required for passage for the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Town and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operation.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured any right to use more space or greater privileges than the space provided by the Owner, for purposes incidental to the performance of the Contract, then, upon request of the Owner's Representative, the Contractor shall furnish the proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Owner and/or Town will arise therefrom. The Owner and/or Town shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Owner and/or Town and others for any and all losses, damage or expense which the Owner and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces, easements and right-of-ways provided by the Owner to the Contractor of any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner and/or Town against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, easements, rights-of-access, etc., provided by the Owner.

144 ACCESS TO ADJACENT PROPERTIES

The Contractor shall at all times maintain vehicular and pedestrian access to all portions of the property abutting or adjacent to construction under this Contract,

all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due to operations or proposed work called for under the Contract, the Contractor shall, at his sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the Owner's Representative.

145 USE OF ROADWAYS

During the progress of the work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Owner from any expense whatsoever resulting from operations on/over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line or in the vicinity of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done, and will deduct the cost of such work from any moneys due or to become due the Contractor under this Contract, but the performance of such work by the Owner or at its insistence shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

146 INDEMNITY CLAUSE

The Contractor agrees to protect, defend, indemnify and hold the Town of Lewisboro, and its employees, consultants and representatives, free and harmless from and against any and all losses, claims, liens, demands and cause of action of every kind and character including, but not limited to, the amount of judgments, penalties, interest, court costs, legal fees incurred by the Town of Lewisboro arising in favor of any party, including claims, liens, debts, personal injuries, including employees of the Town of Lewisboro death or damages to property (including property of the Town of Lewisboro) and without limitation by enumeration, all other claims or demand of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of the said agreement. The Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if claims, etc. are groundless, false or fraudulent.

147 DISPUTES

- A. All disputes between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, shall within ten (10) days of the event or action giving rise to the dispute be presented to the Owner's Representative. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts, surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall

proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Owner's Representative of notice thereof. The Contractor shall in no case allow any dispute to delay the work under this Contract.

- B. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form, the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- C. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to this last known address.
- D. In the event of an unfavorable decision by the Owner the Contractor shall have the right to contest said decision as provided for under the provision of the Contract. The Contractor shall in no case allow the dispute or decision to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

148 GENERAL MUNICIPAL LAWS OF NEW YORK STATE

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to. In addition, this Contract is subject to all New York State statutes, including but not limited to the Town Law, Highway Law, Real Property Law and Finance Law.

149 "OR EQUAL" CLAUSE UNLESS OTHERWISE SPECIFIED

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., the intent is to establish a standard. Any material, article or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the Specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the Owner's Representative, of equal substance

and function. Further the manufacturer must agree to comply fully with the warranty requirements of the Specifications. The Contractor may not assume that substitute equipment will be approved by the Owner's Representative and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment shall be purchased or installed by the Contractor without the Owner's Representative's written approval. If the Owner's Representative's approval is obtained for alternate equipment, the structures, buildings, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the Owner for the engineering service. The Contractor must pay for any laboratory testing required to establish the equality of his proposal.

150 CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES

The Contractor's attention is directed to the State of New York, Department of Labor, Board of Standards and Appeals Industrial Code Rule 53 - "Construction, Excavation and Demolition Operation at or near Underground Facilities" effective April 1, 1975.

The Contractor will be required to comply with all applicable requirements of Industrial Code Rule 53.

Requests for copies by mail should be directed to State of New York, Department of Labor, Office of Public Information, State Office Building Campus, Albany, New York 11201; or, single copies may be obtained by applying in person at the Department's office in Albany or in New York City at the Department of Labor, 50 Park Place, New York, New York 10007.

151 REVIEW BY OWNER

The Owner, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, material, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this Contract, provided, however, that all instruction and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representative or agents.

152 DEDUCTIONS FOR UNCORRECTED WORK

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided.

153 PATENTS

The Contractor shall hold and save the Owner his representative their officers, and employees, harmless from liability of any nature of kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Technical Specifications.

154 INFORMATION FROM OWNER

In addition to showing the construction required under this Contract, the drawings may show certain information obtained by the Owner regarding conditions and features which exist at the site of the work, both at and below the surface of the ground. The Owner and his representative expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information. The information which is shown is only for the convenience of the Contractor, who must verify this information to his own satisfaction.

155 EXISTING UTILITIES, STRUCTURES AND FIXTURES

The Contractor will be required, at its own expense, to do everything necessary to support, protect and sustain all sewers, water, gas mains or service pipes; electric light, power poles, telephone or telegraph poles, manholes, valve boxes, conduits and any and all utilities, structures or fixtures laid across or along the site of the work. In case any of the said utilities, structures or fixtures are damaged by the Contractor, they shall be repaired by the Contractor at his own expense, or by the authorities having control of the same and the expense of said repairs shall be deducted from the moneys due or to become due the Contractor under this Contract.

Should it become necessary to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (excluding trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture. The Contractor shall notify the Owner or its Representative of the obstruction and the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the Owners of the same to properly care for and relocate them. Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damages or any claim other than for an extension of time. See Section 113 - GENERAL CONDITIONS, CLAIMS FOR EXTRA COST.

The removal or relocation of such interferences may be done by the Owner of the interfering utility or structure with his own forces, or by a Contractor who may be engaged for such purpose, or by private Contract between the utility company and this Contractor; or alternately the Owner may be requested to cause this work to be performed under this Contract (at the utility company's expense). In the last instance, the Contractor shall perform such work under the terms of this Contract and shall be compensated as described in Section 112 - CHANGES IN THE WORK, except where SPECIAL CONDITIONS or TECHNICAL SPECIFICATIONS provide otherwise.

If the Contractor desires temporary changes of location for his convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structure or fixtures, the Contractor shall satisfy the Owner's Representative and Owner that the proposed relocation does not interfere with his or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make his own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure, or fixture without the written approval of the Owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, Specifications or ordered by the Owner's Representative.

156 CONTROL OF EXISTING FLOWS

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing his flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or sanitary backup on his work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the Local, State or Federal Health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows.

In the event the Contractor uses water from natural water sources for his operations, intake methods shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

157 SEWAGE, SURFACE, GROUNDWATER, AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Owner's Representative and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of work to be done under the Contract.

The Contractor shall employ such feasible and practical methods in his operations as will prevent pollution, sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies, or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond, or body, etc., without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained, the Contractor shall ensure that no solids, debris, suspended soil particles, impurities, or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from his disposal methods. The Contractor shall perform any necessary measures (such as but not limited to cleanup) required to return the system to pre-construction conditions. In addition to the above, disposal on private property shall be only with the prior written permission of the property Owner.

In addition, the Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing groundwater or water from any other source, from trenches, tunnels and other parts of the work and for preventing the trench slopes from sliding or caving. The Contractor shall sufficiently dewater all trenches, tunnels or other excavations to completely dry out and solidify the bottom of the trench to whatever depth is necessary below said bottom of the trench to provide a firm solid, completely dry bottom on which to place foundation material, lay pipe or build a structure.

158 WEATHER CONDITIONS/WORK IN FREEZING WEATHER

In the event of temporary suspension or work, or during inclement weather, or whenever the Owner's Representative shall direct, the Contractor will, and will cause his Subcontractors to protect the work and materials against damage or injury from the weather. If, in the opinion of the Owner's Representative, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect the work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission be given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such conditions the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

159 MAINTENANCE AND PROTECTION OF TRAFFIC

The provisions herein shall be deemed in effect unless more stringent provisions are called for within the Technical Specifications. The Contractor will be required to protect and maintain pedestrians and vehicular traffic.

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of delay and hazard.

Where appropriate, barricades, red flags, and warning signs, all properly lighted, shall be placed at frequent intervals and maintained. All barricades, lights, flags, and bombs shall be maintained intact at all times overnight, over the weekends, holidays or if the project is shut down for any period of time.

Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the road construction. The Contractor shall provide such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.

In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Town Highway or County or State Highway Departments if in their jurisdiction and notice must be given by the Contractor to the Police and Fire Departments, and adequate detour sign posted.

Approved signs shall be provided along all highways while work is in progress, and where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and two lanes of traffic shall be maintained at night. Barricades shall be placed wherever the safety of the traveling public requires, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. On traveled roads, a lighted warning sign is to be placed five hundred (500) feet before the approach of barricades, or as is necessary for safety along the approach line.

160 HOURS OF WORK

No work shall be performed on the job before 7:00 A.M. nor after 7:00 P.M. Monday through Friday unless the Owner is notified, nor shall any work be done on Saturdays, Sundays, or legal holidays unless Contractor shall have given Owner written request at least forty eight (48) hours in advance and Owner finds such request necessary. No additional payment will be made by Owner for overtime work under any circumstances unless a prior written order has been issued in writing by the Owner's Representative.

161 WATCHMAN

Contractor may, at his option and expense, employ a watchman to protect property at all times during which work is not under active supervision of his Construction Superintendent. The owner will not assume responsibility for losses or damage to property through theft or vandalism.

162 FIELD COPIES

The Contractor shall keep one copy of the Specifications, plans and all shop drawings in good order, available to the Owner and Owner's Representative at the job location.

163 EMERGENCY WORK

If in the opinion of the Owner's Representative the work is carried on in such fashion that the public safety, private property, streets or utilities are endangered, or that the work is carried on in such a manner as to create unnecessary inconvenience to the public the Contractor shall, immediately upon given notice, be authorized to undertake such corrective measures as may be deemed necessary.

164 PROTECTION

The Contractor shall protect and maintain all property, structures and utilities, whether public or private and shall provide whatever means are required to do so, as part of this Contract. The Contractor shall take steps to protect the site and neighborhood, and prevent loaded trucks from spilling material upon traveled roadways.

The Contractor must put up and maintain such barriers, signs and red lights as will effectively protect his work, materials, and prevent accidents in consequence of the work. Steps shall be taken to prevent trespass wherever the public may be endangered. The Contractor shall assume all liability occasioned in any way caused personally, either by action or neglect, including those of the agents, employees or workers.

All barricades, lights, flags, flares any other means set up to protect the public or the work from injury or damage shall be maintained overnight, over weekends and holidays, or for any duration during which the job is not complete but the work may be shut down. Additional precaution may be required in areas of heavy traffic, on weekends extended by legal holidays or when there is expectation of inclement weather.

The Contractor shall so control his operation as to prevent damage to trees and shrubs which are to be preserved. Protection may include coverings, fences and boards lashed to trees to prevent damage from blasting or machine operations or hand tunneling through root areas. The Contractor shall carefully cut off all branches of trees which may have been broken or injured during construction. All tree repairs and painting of tree wounds shall be as specified in the New York State Department of Transportation Specifications.

165 PAYMENT FOR GENERAL CONDITIONS

The cost of the performance of any work required by these General Conditions shall be considered to be a part of the Contractor's Base Bid if the Contract is a Lump Sum Contract, and spread out among all the unit prices, if the Contract is a Unit Price Contract. There will be no additional payment for work required by these General Conditions.

166 DAMAGE TO PRIVATE PROPERTY

Any damage to private property or facilities caused by the Contractor, shall be restored promptly and completely in the same manner as specified under the restoration provisions of these Specifications.

If the Contractor fails to repair the damage within a reasonable period of time, as determined by the Owner's Representative, the Owner may retain or deduct from any sum or sums due to the Contractor such amount or amounts as are necessary to correct the condition and employ Town forces or another Contractor to do the corrective work. The fact that the Contractor has referred a damage claim to his insurance carrier shall not constitute relieve of liability for prompt and full restoration of damage. For purposes of this section of the Contract, the Owner will treat what are essentially private facilities within a public right-of-way (including but no limited to mailboxes, shrubs, fencing, flowers and other plantings, walls, light poles, etc.,) in the same manner as described above for private property.

167 RESTORATION

All manufactured and natural features disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal

to or better than that existing at the start of the work, with materials equal to or better than the original ones.

In cases where it is impossible to replace an item with any equivalent item (large trees, etc.) the Contractor may, subject to the approval of the Owner's Representative, substitute other similar items whose total value shall equal that of the destroyed one.

Where the work area extends onto private property, the Contractor shall make all reasonable attempts to satisfy the Owners. In case of dispute, the Owner's Representative shall be the judge as to the reasonableness of equivalency of repaired and restored features.

If the Contract Documents contain more detailed or more stringent specifications for restoration than in this section, the more detailed or stringent specifications shall take precedence over this section. Similarly, if the Contract Documents do not contain detailed specifications for restoration, then this section expresses the intent of the Owner; all published specifications of the Owner containing details of construction applicable to items of restoration (e.g. grass, pavement, trees, plantings, etc.) shall be deemed included in these Contract Documents as if set forth in full, if not actually printed herein.

All restoration work shall be guaranteed for a period of one year after completion of the project by this Contractor.

If the Contract Documents contain a specific payment clause for items of restoration, then that clause shall apply to those items of work; otherwise payment for restoration shall be as described in Payment for General Conditions.

SECTION L

SPECIAL CONDITIONS

201 SCOPE OF WORK

Under this Contract, the Contractor shall furnish all materials, equipment, labor, transportation and other expenses necessary for the installation of drainage improvements along Mead Street and an extended detention shallow wetland. This project will also include the restoration of an existing stream channel and wetland plantings. Work consists of generally providing traffic controls, erosion and sediment control parameters, clearing trees, removal of stumps, saw cutting existing pavement, removal and disposal of existing asphalt, excavation, installation of drainage, paving, construction of extended detention shallow wetland, including overflow and plantings and restoration of the existing stream channel. Details for the improvements can be found on the Contract Drawings.

The wetland/wetland buffer improvements within the base bid located in the Town of Lewisboro's Wetland/Watercourse 150 foot Buffer Area are outlined on the Contract Drawing Sheet 4/6 entitled "Landscaping Plan" and Sheet 6/6 entitled "Landscaping Details/Notes" dated August 18, 2014, as prepared by Kellard Sessions Consulting, P.C. The work generally consists of wetland plantings, turf and grass within the wetland buffer.

The remainder of the project improvements within the base bid not specific to wetland/wetland buffer disturbance are outlined on the Contract Drawing Sheet 3/6 entitled "Drainage Plan", Sheet 5/6 entitled "Details" and Sheet 6/6 entitled "Landscaping Details/Notes". This work will generally include the drainage improvements along Mead Street, erosion control parameters, construction of the extended detention shallow wetland and restoration of the existing stream channel.

202 CONTRACT LIMITS

The Contract Limits are generally considered to be the confines of the prescribed easements within private property, rights-of-way for private road, public roads and delineated limits of land disturbance. As is described more fully in these Contract Documents, the Contractor is to limit all activities to the immediate area of work.

203 TIME OF COMPLETION

The Contractor shall provide the required bonds, insurance and other documents as may be required to complete this agreement within ten (10) business days of Notice of Award.

Work shall commence within five (5) business days of the Contract signing.

All work embraced under this Contract shall be completed within two hundred and seventy (270) calendar days of the beginning of the work.

204 LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of three hundred dollars (\$300.00) as fixed, agreed as liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, until such work is satisfactorily completed and accepted.

205 PROGRESS SCHEDULE

Under this section, the Contractor shall provide, prior to the start of construction, to the Owner's Representative a work schedule. The format of the schedule may be a bar graph, CPM diagram or other similar method. The schedule must include the various disciplines involved, the anticipated date of their commencement and the date that each discipline is planned to be completed.

Upon commencement of the work, it is understood that the Contractor will continue to work diligently until completion.

206 MATERIAL/CONSTRUCTION EQUIPMENT, STAGING AND STORAGE LOCATION

Any storage of equipment or materials within a public right-of-way shall be done so upon authorization from the Superintendent of Highways as applicable prior to the start of any mobilization activities. It shall be understood that if the Superintendent of Highways permits the staging operations to be conducted within the public right-of-way, the Contractor is solely responsible for any necessary preparation and the complete restoration of the staging area to the satisfaction of the Owner's Representative.

The Contractor is responsible for the security of all equipment and material brought to the site by him. Any machinery, equipment, or tools left on the site overnight shall be locked or secured.

207 TEST PITS

The Contractor may perform test pits at locations of his choosing or as may be directed by the Owner's Representative prior to performing the work. Test pits will be used to verify existing conditions at the connection points, potential conflicts with existing utilities, or soil conditions. Connection options, utility

conflicts and pipe bedding requirements are described within the Technical Specifications.

208 COORDINATION OF ACTIVITIES

In addition to being responsible for coordinating activities of Subcontractors working for him, the Contractor may also be required to coordinate activities with others in the vicinity.

As shown on Contract Drawing Sheet 3/6 entitled "Drainage Plan", in addition to work within the right-of-way on Mead Street, improvements within Tarry-a-Bit Drive, a private road, and a private driveway serving 119 Mead Street are required. The Contractor will be required to coordinate his work in these areas to maintain safe passage through the work area and to the residences they serve.

209 TRENCH ROCK EXCAVATION

The Contractor is advised that no test borings were performed along the line of the work to determine the depth to or existence of bedrock. As provided for under the Contract, unit prices have been requested for trench rock removal. The Contractor shall be paid for the actual cubic yards of rock removed within the payment limits specified and based on the unit prices provided.

210 SANITARY FACILITIES

Adequate sanitary conveniences, properly secluded from public observation, for use of the workers on the premises shall be provided and maintained by the Contractor in accordance with the requirements of local and State health authorities. The conveniences shall be maintained in such manner and at such points as shall be approved and their use shall be strictly enforced. Sanitary waste shall be treated and disposed of in a manner satisfactory to, and as directed by the Town of Lewisboro and State health authorities. Under no circumstances shall sanitary waste be allowed to flow on the surface of the ground or in the work areas.

The cost of sanitary conveniences and the maintenance thereof shall not be paid for separately, but compensation will be considered to be included in the prices stipulated for appropriate items of work as listed in the bid proposal.

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SECTION M
TECHNICAL SPECIFICATIONS

Prepared By:

Town of Lewisboro
Town House
11 Main Street
South Salem New York 10590

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Project information.
 - 2. Work covered by Contract Documents.
 - 3. Access to site.
 - 4. Coordination with occupants.
 - 5. Work restrictions.
 - 6. Specification and drawing conventions.
 - 7. Miscellaneous provisions.

1.3 PROJECT INFORMATION

- A. Project Identification: Mead Street Stormwater Retrofit
 - 1. Project Location: Mead Street, Town of Lewisboro, Westchester County, New York.
- B. Owner: Town Board, Town of Lewisboro, New York, Town House, 11 Main Street, South Salem, New York 10590
 - 1. Owner's Representative/Engineer: Joseph M. Cermele, P.E., CFM, Kellard Sessions Consulting, P.C., 500 Main Street, Armonk, New York 10504, 914-273-2323.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of Project is defined by the Contract Documents and consists of the following:

1. Project and Drainage Description

The project includes drainage improvements along Mead Street and an extended detention shallow wetland. The residential areas on Mead Street drains toward an existing stream north of Post Office Road and an existing wetland area north of Tarry-a-Bit Drive which ultimately discharges to Lake Waccabuc. The stormwater runoff is currently collected and conveyed via a drain inlet and pipe network along Mead Street from East Ridge Road to the existing discharge points. It is proposed to install a series of drain inlets and drainage pipes along the east side of Mead Street. The proposed drainage system will divert the stormwater runoff from the existing stream north of Post Office Road and the existing wetland area north of Tarry-a-Bit Drive to a proposed extended detention shallow wetland. The extended detention shallow wetland is proposed to be constructed on the Long Pond Preserve owned by the Nature Conservancy. An easement will be provided to allow the Town to construct and maintain the extended detention shallow wetland. In addition to the installation of the network of drain inlets and drainage pipes and the construction of the extended detention shallow wetland, the project will include the restoration of an existing stream channel and wetland plantings.

The work for the project ultimately consists of providing traffic controls, erosion and sediment control parameters, clearing trees, removal of stumps, saw cutting existing pavement, removal and disposal of existing asphalt, excavation, installation of drainage, paving, and construction of extended detention shallow wetland, including overflow and plantings and restoration of the existing stream.

B. Type of Contract:

1. Project will be constructed under a single prime contract.

1.5 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drainage Plan, prepared by Kellard Sessions Consulting, P.C. by the limit of disturbance line.
- B. Use of Site: Limit use of Project site to areas within the limit of disturbance line indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Roadways, Driveways, Walkways and Entrances: Keep roadways, driveways and entrances serving premises clear and available to Residents and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
- C. Condition of Existing Roadways, Driveways and Buildings: Contractor shall protect all portions of existing roadways, driveways and buildings not included in the scope of this

project. Contractor shall repair damage caused by construction operations to existing conditions or better.

1.6 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Residents will occupy the premises during entire construction period. Cooperate with Residents during construction operations to minimize conflicts and facilitate Residents' usage. Perform the Work so as not to interfere with Residents' day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing roadways, driveways, walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct roadways, driveways, walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.
 - 2. Notify Residents not less than 72 hours in advance of activities that will affect Resident's operations.
- B. Owner Limited Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed portions of the Work, prior to Substantial Completion of the Work, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and limited occupancy shall not constitute acceptance of the total Work.
 - 1. Engineer will prepare a Certificate of Substantial Completion for the Work prior to Owner acceptance of the completed Work.
 - 2. Upon completion, Owner will assume responsibility for maintenance and custodial service for occupied portions of Work.

1.7 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on construction operations.
 - 1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.
- B. On-Site Work Hours: Limit work of this Contract to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, unless otherwise indicated. No work will be permitted on weekends or holidays without prior written authorization.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify Owner and Residents not less than two days in advance of proposed utility interruptions.

2. Obtain Engineer's and Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 1. Notify Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.

1.8 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 – MEASUREMENT AND PAYMENT (Not Used)

END OF SECTION 011000

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.

1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in the bid. Specification Sections referenced in the bid contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PART 4 - MEASUREMENT AND PAYMENT (Not Used)

END OF SECTION 012200

SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.
 - 2. Section 312319 "Dewatering" for disposal of ground water at Project site.
 - 3. Section 321216 "Asphalt Paving" for construction and maintenance of asphalt pavement for temporary roads and paved areas.
 - 4. Section 321313 "Concrete Paving" for construction and maintenance of cement concrete pavement for temporary roads and paved areas.

1.3 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Engineer, testing agencies, and authorities having jurisdiction.
- B. Sewer Service: Pay sewer-service use charges for sewer usage by all entities for construction operations.
- C. Water Service: Pay water-service use charges for water used by all entities for construction operations.
- D. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.

- E. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. There are no existing sanitary sewer systems available. Temporary facilities shall be provided by the Contractor.
- F. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations. If the Owner's electric service does not have adequate capacity for the proposed construction, the Contractor shall be responsible for providing additional services.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

- A. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

- A. Temporary Use of Permanent Facilities: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 TEMPORARY FACILITIES

- A. Field Restroom Facilities, General: Prefabricated or mobile units with serviceable finishes, and foundations adequate for normal loading.

2.2 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 SUPPORT FACILITIES INSTALLATION

- A. General: Comply with the following:
- B. Temporary Roads: Construct and maintain temporary roads adequate for construction operations. Locate temporary roads within limits of disturbance indicated on Drawings.
 - 1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
- C. Traffic Controls: Comply with requirements of authorities having jurisdiction.
 - 1. Protect existing site improvements to remain including curbs, pavement, and utilities.
 - 2. Maintain access for fire-fighting equipment and access to fire hydrants.
- D. Parking: Use designated areas of Owner's existing parking areas for construction personnel.
- E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.
 - 1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
 - 2. Remove snow and ice as required to minimize accumulations.
- F. Project Signs: Provide Project signs as indicated. Unauthorized signs are not permitted.
 - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.

2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
 - a. Provide temporary, directional signs for construction personnel and visitors.
 3. Maintain and touchup signs so they are legible at all times.
- G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.
- H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Section 011000 "Summary."
- C. Temporary Erosion and Sedimentation Control: Comply with requirements of NYSDEC Construction General Permit or authorities having jurisdiction, whichever is more stringent and requirements specified in Section 311000 "Site Clearing and Grubbing."
- D. Tree and Plant Protection: Comply with requirements specified in Section 015639 "Temporary Tree and Plant Protection."
- E. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- F. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

- G. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- H. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 - 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair, restore or replace street paving, curbs, sidewalks and lawn/landscape areas at temporary entrances and facilities, as required by authorities having jurisdiction.
 - 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

PART 4 - MEASUREMENT AND PAYMENT

The Contractor shall bid a Lump Sum Price (LS) for Temporary Facilities and Controls. The bid price shall include all labor, material, equipment and transportation necessary to satisfactorily complete the work under this item in its entirety inclusive of posting bonds and insurance, obtaining permits and staging and mobilization.

Payment for this item shall be limited to a maximum of forty (40) percent of the Lump Sum Bid during the first payment requisition. Upon substantial completion of the stormwater retrofits, the payment may be increased an additional twenty (20) percent of the Lump Sum

Bid to a maximum of sixty (60) percent. The remaining forty (40) percent of the Lump Sum Bid will be paid under the final requisition.

<u>Pay Item</u>	<u>Item</u>	<u>Unit</u>
015000	Temporary Facilities and Controls	LS

END OF SECTION 015000

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.
- B. Related Sections:
 - 1. Section 311000 "Site Clearing and Grubbing" for removing existing trees and shrubs.

1.3 DEFINITIONS

- A. Caliper: Diameter of a trunk measured by a diameter tape at 6 inches above the ground for trees up to, and including, 4-inch size; and 12 inches above the ground for trees larger than 4-inch size.
- B. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and indicated on Drawings.
- C. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings.
- D. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Erection of sheds or structures.
 - 4. Impoundment of water.
 - 5. Excavation or other digging unless otherwise indicated.

6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; 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 1 inch in diameter; and free of weeds, roots, and toxic and other nonsoil materials.
 1. Obtain topsoil only from well-drained sites where topsoil is 4 inches deep or more; do not obtain from bogs or marshes.
- B. Topsoil: Stockpiled topsoil from location shown on Drawings.
- C. Protection-Zone Fencing: Fencing fixed in position and meeting one of the following requirements.
 1. Wood Protection-Zone Fencing: Constructed of two 2-by-4-inch horizontal rails, with 2-by-4-inch preservative-treated wood posts spaced not more than 8 feet apart, and lower rail set halfway between top rail and ground.
 - a. Height: 4 feet.
 2. Plastic Protection-Zone Fencing: Plastic construction fencing constructed of high-density extruded and stretched polyethylene fabric with 2-inch maximum opening in pattern and weighing a minimum of 0.4 lb/ft.; remaining flexible from minus 60 to plus 200 deg F; inert to most chemicals and acids; minimum tensile yield strength of 2000 psi and ultimate tensile strength of 2680 psi; secured with plastic bands or galvanized-steel or stainless-steel wire ties; and supported by tubular or T-shape galvanized-steel posts spaced not more than 8 feet apart.
 - a. Height: 4 feet.
 - b. Color: High-visibility orange, nonfading.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.

3.2 PREPARATION

- A. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches above the ground.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.

3.3 TREE- AND PLANT-PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones before materials or equipment are brought on the site and construction operations begin in a manner that will prevent people from easily entering protected area except by entrance gates. Construct fencing so as not to obstruct safe passage or visibility at vehicle intersections where fencing is located adjacent to pedestrian walkways or in close proximity to street intersections, drives, or other vehicular circulation.
 - 1. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Engineer.
- B. Maintain protection zones free of weeds and trash.
- C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Engineer and remove when construction operations are complete and equipment has been removed from the site.
 - 1. Do not remove protection-zone fencing, even temporarily, to allow deliveries or equipment access through the protection zone.

2. Temporary access is permitted subject to preapproval in writing by an arborist if a root buffer effective against soil compaction is constructed as directed by an arborist. Maintain root buffer so long as access is permitted.

3.4 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 312000 "Earth Moving."
- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots as required for root pruning.
- C. Redirect roots in backfill areas where possible. If encountering large, main lateral roots, expose roots beyond excavation limits as required to bend and redirect them without breaking. If encountered immediately adjacent to location of new construction and redirection is not practical, cut roots approximately 3 inches back from new construction and as required for root pruning.
- D. Do not allow exposed roots to dry out before placing permanent backfill. Provide temporary earth cover or pack with peat moss and wrap with burlap. Water and maintain in a moist condition. Temporarily support and protect roots from damage until they are permanently relocated and covered with soil.

3.5 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 2. Cut Ends: Do not paint cut root ends.
 3. Temporarily support and protect roots from damage until they are permanently redirected and covered with soil.
 4. Cover exposed roots with burlap and water regularly.
 5. Backfill as soon as possible according to requirements in Section 312000 "Earth Moving."
- B. Root Pruning at Edge of Protection Zone: Prune roots flush with the edge of the protection zone, by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading

forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.6 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
 - 1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by an arborist.
 - 2. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
 - 3. Cut branches with sharp pruning instruments; do not break or chop.
 - 4. Do not apply pruning paint to wounds.
- B. Chip removed branches and spread over areas identified by Engineer.

3.7 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Lowering Grade within Protection Zone: Where new finish grade is indicated below existing grade around trees, slope grade away from trees as recommended by arborist unless otherwise indicated.
 - 1. Root Pruning: Prune tree roots exposed by lowering the grade. Do not cut main lateral roots or taproots; cut only smaller roots. Cut roots as required for root pruning.
- C. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- D. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.8 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

1. Submit details of proposed root cutting and tree and shrub repairs.
 2. Have an arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 3. Treat damaged trunks, limbs, and roots according to an arborist's written instructions.
 4. Perform repairs within 24 hours.
 5. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Engineer.
- B. Trees: Remove and replace trees indicated to remain that are more than 25 percent dead or in an unhealthy condition or are damaged during construction operations that Engineer determines are incapable of restoring to normal growth pattern.
1. Provide new trees of same size and species as those being replaced for each tree that measures 4 inches or smaller in caliper size.
 2. Provide two new tree(s) of 3 inch caliper size for each tree being replaced that measures more than 6 inches in caliper size.
 - a. Species: Species selected by Engineer.
 3. Plant and maintain new trees as specified in Section 329300 "Plants."

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

PART 4 - MEASUREMENT AND PAYMENT

The quantity to be measured for payment will be the number of trees that require protection.

Temporary Tree and Plant Protection will be paid as a percentage of the Lump Sum fee under Section 311000 – “Site Clearing and Grubbing”.

END OF SECTION 015639

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition, removal and restoration of selected site elements.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for restrictions on the use of the premises, and Owner occupancy requirements.
 - 2. Section 015639 "Temporary Tree and Plant Protection" for temporary protection of existing trees and plants that are affected by selective demolition.
 - 3. Section 311000 "Site Clearing and Grading" for site clearing and removal of above- and below-grade improvements.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Carefully detach from existing construction, in a manner to prevent damage, and deliver to Owner.
- C. Remove and Restore: Detach items from existing construction and restore area to match existing adjacent area.
- D. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.

- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

- 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 FIELD CONDITIONS

- A. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- B. Notify Engineer of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- C. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. Hazardous materials will be removed by Owner before start of the Work.
 - 2. If suspected hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.
- D. Storage or sale of removed items or materials on-site is not permitted.
- E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

- B. Review record documents of existing construction provided by Owner. Owner does not guarantee that existing conditions are same as those indicated in record documents.
- C. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Comply with requirements for existing services/systems interruptions specified in Section 011000 "Summary."

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Section 015000 "Temporary Facilities and Controls."
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
 - 1. Strengthen or add new supports when required during progress of selective demolition.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically.
 - 2. Dispose of demolished items and materials promptly.

3. Restore those areas as indicated on the plans.
 4. Restoration in paved areas shall include subbase and asphalt pavement to the depths and specifications for roads or driveways as indicated on the Contract Drawings.
 5. Restoration in lawn areas shall include a minimum of 4 inches of top soil and the appropriate seed mix applied to the rough grade of all disturbed areas as indicated on the Contract Drawings.
- B. Existing Items to Remain: Protect construction indicated to remain against damage during selective demolition.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them.
1. Do not allow demolished materials to accumulate on-site.
 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

PART 4 - MEASUREMENT AND PAYMENT

The unit price bid for each of these items shall include the cost of all labor, material, equipment and transportation for the complete removal, salvage and/or off-site disposal as required of each respective item. The cost for trenching, excavation, bedding and backfill of items to be removed shall be paid for under the respective pay item of the new installation. Prices for removal and restoration shall also include all material, excavation, backfill and compaction, topsoil and seed, asphalt paving and other expenses necessary for the proper and complete restoration of same in accordance with Contract Plans and these Specifications. Payment will be made for pipe and headwall removal for the number of linear feet measured to the nearest foot and along the centerline of the pipe removed; and for each precast concrete drainage structure to be removed; and for each catch basin frame and grate to be removed

and salvaged in accordance with the Contract Plans and Specifications or at the direction of the Owner's Representative.

The Contractor shall bid a unit price for the following items:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
024119-A	Remove 15"Ø CPP Pipe	LF
024119-B	Remove 24"Ø CPP Pipe	LF
024119-C	Remove and Restore 12" Ø CMP Pipe	LF
024119-D	Remove and Restore 15" Ø CMP Pipe	LF
024119-E	Remove and Restore 18" Ø CPP Pipe	LF
024119-F	Remove and Restore 24" Ø CPP Pipe	LF
024119-G	Remove and Restore 18" Stone Headwall	EA
024119-H	Remove and Restore Asphalt Swale	EA
024119-I	Remove Catch Basin	EA
024119-J	Remove and Salvage Catch Basin Frame and Grate	EA

END OF SECTION 024119

SECTION 034100 – PRECAST STRUCTURAL CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Precast structural concrete and drainage structures.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings:
 - 1. Include member locations, plans, elevations, dimensions, shapes and sections, openings, support conditions, and types of reinforcement, including special reinforcement.
 - 2. Indicate joints, reveals, drips, chamfers, and extent and location of each surface finish.
 - 3. Indicate location of each precast structural concrete unit by same identification mark placed on panel.
 - 4. If design modifications are proposed to meet performance requirements and field conditions, submit design calculations and Shop Drawings. Do not adversely affect the appearance, durability, or strength of units when modifying details or materials and maintain the general design concept.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Handle and transport units in a manner that avoids excessive stresses that cause cracking or damage.
- B. Lift and support units only at designated points indicated on Shop Drawings.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Design Standards: Comply with ACI 318 and with design recommendations in PCI MNL 120, "PCI Design Handbook - Precast and Prestressed Concrete," applicable to types of precast structural concrete units indicated.
- B. Structural Performance: Precast structural concrete units and connections shall withstand design loads indicated within limits and under conditions indicated.
- C. Structural Performance: Provide precast structural concrete units and connections capable of withstanding the following design loads within limits and under conditions indicated:
 - 1. H-20 vehicle loading.

2.2 MOLD MATERIALS

- A. Molds: Rigid, dimensionally stable, non-absorptive material, warp and buckle free, that provides continuous precast concrete surfaces within fabrication tolerances indicated; nonreactive with concrete and suitable for producing required finishes.
 - 1. Mold-Release Agent: Commercially produced form-release agent that does not bond with, stain, or adversely affect precast concrete surfaces and does not impair subsequent surface or joint treatments of precast concrete.

2.3 REINFORCING MATERIALS

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- B. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, fabricated from as-built drawn steel wire into flat sheets.
- C. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M or ASTM A 1064/A 1064M, flat sheet.
- D. Supports: Suspend reinforcement from back of mold or use bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place according to PCI MNL 116.

2.4 CONCRETE MATERIALS

- A. Regional Materials: Precast structural concrete shall be manufactured from aggregates and cement that have been extracted or recovered, as well as manufactured, within 500 miles of Project site.
- B. Portland Cement: ASTM C 150/C 150M, Type I or Type III, gray, unless otherwise indicated.
 - 1. For surfaces exposed to view in finished structure, use gray or white cement, of same type, brand, and mill source.
- C. Supplementary Cementitious Materials:
 - 1. Fly Ash: ASTM C 618, Class C or F, with maximum loss on ignition of 3 percent.
 - 2. Metakaolin: ASTM C 618, Class N.
 - 3. Silica Fume: ASTM C 1240, with optional chemical and physical requirement.
 - 4. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- D. Normal-Weight Aggregates: Except as modified by PCI MNL 116, ASTM C 33/C 33M, with coarse aggregates complying with Class 5S. Stockpile fine and coarse aggregates for each type of exposed finish from a single source (pit or quarry) for Project.
- E. Water: Potable; free from deleterious material that may affect color stability, setting, or strength of concrete and complying with chemical limits of PCI MNL 116.
- F. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and to not contain calcium chloride, or more than 0.15 percent chloride ions or other salts by weight of admixture.
 - 1. Water-Reducing Admixtures: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. Water-Reducing and Accelerating Admixture: ASTM C 494/C 494M, Type E.
 - 5. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 6. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 7. Plasticizing Admixture: ASTM C 1017/C 1017M, Type I.
 - 8. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.
 - 9. Corrosion-Inhibiting Admixture: ASTM C 1582/C 1582M.

2.5 GROUT MATERIALS

- A. Sand-Cement Grout: Portland cement, ASTM C 150/C 150M, Type I, and clean, natural sand, ASTM C 144 or ASTM C 404. Mix at ratio of 1 part cement to 2-1/2 to 3 parts

sand, by volume, with minimum water required for placement and hydration. Water-soluble chloride ion content less than 0.06 percent by weight of cement when tested according to ASTM C 1218/C 1218M.

2.6 CONCRETE MIXTURES

- A. Design mixtures may be prepared by a qualified independent testing agency or by qualified precast plant personnel at precast structural concrete fabricator's option.
- B. Limit water-soluble chloride ions to maximum percentage by weight of cement permitted by ACI 318 or PCI MNL 116 when tested according to ASTM C 1218/C 1218M.
- C. Normal-Weight Concrete Mixtures: Proportion full-depth mixture by either laboratory trial batch or field test data methods according to ACI 211.1, with materials to be used on Project, to provide normal-weight concrete with the following properties:
 - 1. Compressive Strength (28 Days): 5000 psi.
 - 2. Maximum Water-Cementitious Materials Ratio: 0.45.
- D. Add air-entraining admixture at manufacturer's prescribed rate to result in concrete at point of placement having an air content complying with PCI MNL 116.
- E. When included in design mixtures, add other admixtures to concrete mixtures according to manufacturer's written instructions.
- F. Concrete Mix Adjustments: Concrete mix design adjustments may be proposed if characteristics of materials, Project conditions, weather, test results, or other circumstances warrant.

2.7 MOLD FABRICATION

- A. Molds: Accurately construct molds, mortar tight, of sufficient strength to withstand pressures due to concrete-placement operations and temperature. Coat contact surfaces of molds with release agent before reinforcement is placed. Avoid contamination of reinforcement by release agent.
 - 1. Place form liners accurately to provide finished surface texture indicated. Provide solid backing and supports to maintain stability of liners during concrete placement. Coat form liner with form-release agent.
- B. Maintain molds to provide completed precast structural concrete units of shapes, lines, and dimensions indicated, within fabrication tolerances specified.
 - 1. Edge and Corner Treatment: Uniformly chamfered.

2.8 FABRICATION

- A. Cast-in Anchors, Inserts, Plates, Angles, and Other Anchorage Hardware: Fabricate anchorage hardware with sufficient anchorage and embedment to comply with design requirements. Accurately position for attachment of loose hardware, and secure in place during precasting operations. Locate anchorage hardware where it does not affect position of main reinforcement or concrete placement.
 - 1. Weld-headed studs and deformed bar anchors used for anchorage according to AWS D1.1/D1.1M and AWS C5.4, "Recommended Practices for Stud Welding."
- B. Reinforcement: Comply with recommendations in PCI MNL 116 for fabricating, placing, and supporting reinforcement.
 - 1. Clean reinforcement of loose rust and mill scale, earth, and other materials that reduce or destroy the bond with concrete. When damage to epoxy-coated reinforcement exceeds limits specified in ASTM A 775/A 775M, repair with patching material compatible with coating material and epoxy coat bar ends after cutting.
 - 2. Accurately position, support, and secure reinforcement against displacement during concrete-placement and consolidation operations. Completely conceal support devices to prevent exposure on finished surfaces.
 - 3. Place reinforcing steel to maintain at least 3/4-inch minimum concrete cover. Increase cover requirements for reinforcing steel to 1-1/2 inches when units are exposed to corrosive environment or severe exposure conditions. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position while placing concrete. Direct wire tie ends away from finished, exposed concrete surfaces.
 - 4. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh spacing and wire tie laps, where required by design. Offset laps of adjoining widths to prevent continuous laps in either direction.
- C. Reinforce precast structural concrete units to resist handling, transportation, and erection stresses and specified in-place loads.
- D. Comply with requirements in PCI MNL 116 and in this Section for measuring, mixing, transporting, and placing concrete. After concrete batching, no additional water may be added.
- E. Place face mixture to a minimum thickness after consolidation of the greater of 1 inch or 1.5 times the maximum aggregate size, but not less than the minimum reinforcing cover specified.
- F. Place concrete in a continuous operation to prevent cold joints or planes of weakness from forming in precast concrete units.

- G. Thoroughly consolidate placed concrete by vibration without dislocating or damaging reinforcement and built-in items, and minimize pour lines, honeycombing, or entrapped air voids on surfaces. Use equipment and procedures complying with PCI MNL 116.
- H. Comply with PCI MNL 116 procedures for hot- and cold-weather concrete placement.
- I. Identify pickup points of precast structural concrete units and orientation in structure with permanent markings, complying with markings indicated on Shop Drawings. Imprint or permanently mark casting date on each precast structural concrete unit on a surface that does not show in finished structure.
- J. Cure concrete, according to requirements in PCI MNL 116, by moisture retention without heat or by accelerated heat curing using live steam or radiant heat and moisture. Cure units until compressive strength is high enough to ensure that stripping does not have an effect on performance or appearance of final product.
- K. Discard and replace precast structural concrete units that do not comply with requirements, including structural, manufacturing tolerance, and appearance, unless repairs meet requirements in PCI MNL 116 and meet Engineer's approval.

2.9 FABRICATION TOLERANCES

- A. Fabricate precast structural concrete units to shapes, lines, and dimensions indicated so each finished unit complies with PCI MNL 116 product dimension tolerances as well as position tolerances for cast-in items.

2.10 COMMERCIAL FINISHES

- A. Commercial Grade: Remove fins and protrusions larger than 1/8 inch and fill holes larger than 1/2 inch. Rub or grind ragged edges. Faces must have true, well-defined surfaces. Air holes, water marks, and color variations are permitted. Limit form joint offsets to 3/16 inch.
- B. Standard Grade: Normal plant-run finish produced in molds that impart a smooth finish to concrete. Surface holes smaller than 1/2 inch caused by air bubbles, normal color variations, form joint marks, and minor chips and spalls are permitted. Fill air holes greater than 1/4 inch in width that occur more than once per 2 sq. in. Major or unsightly imperfections, honeycombs, or structural defects are not permitted. Limit joint offsets to 1/8 inch.
- C. Grade B Finish: Fill air pockets and holes larger than 1/4 inch in diameter with sand-cement paste matching color of adjacent surfaces. Fill air holes greater than 1/8 inch in width that occur more than once per 2 sq. in. Grind smooth form offsets or fins larger than 1/8 inch. Repair surface blemishes due to holes or dents in molds. Discoloration at form joints is permitted.

- D. Grade A Finish: Repair surface blemishes and fill air holes with the exception of air holes 1/16 inch width or smaller, and form marks where the surface deviation is less than 1/16 inch. Float apply a neat cement-paste coating to exposed surfaces. Rub dried paste coat with burlap to remove loose particles. Discoloration at form joints is permitted. Grind smooth all form joints.
- E. Screed or float finish unformed surfaces. Strike off and consolidate concrete with vibrating screeds to a uniform finish. Hand screed at projections. Normal color variations, minor indentations, minor chips, and spalls are permitted. Major imperfections, honeycombing, or defects are not permitted.
- F. Smooth, steel trowel finish unformed surfaces. Consolidate concrete, bring to proper level with straightedge, float, and trowel to a smooth, uniform finish.
- G. Apply roughened surface finish according to ACI 318 to precast concrete units that receive concrete topping after installation.

2.11 SOURCE QUALITY CONTROL

- A. Testing Agency: Engage a qualified testing agency to evaluate precast structural concrete fabricator's quality-control and testing methods.
- B. Testing: Test and inspect precast structural concrete according to PCI MNL 116 requirements and ASTM C 1610/C 1610M, ASTM C 1611/C 1611M, ASTM C 1621/C 1621M, and ASTM C 1712/C 1712M.
 - 1. Test and inspect self-consolidating concrete according to PCI TR-6.
- C. Strength of precast structural concrete units is considered deficient if units fail to comply with ACI 318 requirements for concrete strength.
- D. Defective Units: Discard and replace precast structural concrete units that do not comply with requirements, including strength, manufacturing tolerances, and color and texture range. Chipped, spalled, or cracked units may be repaired, subject to Engineer's approval. Engineer reserves the right to reject precast units that do not match approved samples, sample panels, and mockups. Replace unacceptable units with precast concrete units that comply with requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine supporting structural frame or foundation and conditions for compliance with requirements for installation tolerances, bearing surface tolerances, and other conditions affecting performance of the Work.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Field cutting of precast units is not permitted without approval of Engineer.
- B. Grouting or Dry-Packing Connections and Joints: Grout connections and joints and open spaces at keyways, connections, and joints where required or indicated on Shop Drawings. Retain flowable grout in place until hard enough to support itself. Alternatively, pack spaces with stiff dry-pack grout material, tamping until voids are completely filled.
1. Place grout and finish smooth, level, and plumb with adjacent concrete surfaces.
 2. Fill joints completely without seepage to other surfaces.
 3. Trowel top of grout joints on roofs smooth and uniform. Finish transitions between different surface levels not steeper than 1 to 12.
 4. Promptly remove grout material from exposed surfaces before it affects finishes or hardens.
 5. Keep grouted joints damp for not less than 24 hours after initial set.

PART 4 – MEASUREMENT AND PAYMENT

The unit price bid for each item shall include the cost of all labor, material, equipment and transportation for the complete installation of all precast concrete structures and accessories. The price shall include crushed stone or gravel bedding, excavation and backfilling, steps, frames, grates or covers, etc., necessary to construct the precast concrete structures in accordance with the Contract Plans and as specified herein.

Payment for trench rock and boulders encountered during the installation of precast concrete structures shall be paid for under Section 312000 "Earth Moving" beyond the payment limits described. There shall be no payment to the Contractor for crushed stone or gravel bedding used to backfill below the initial pipe lengths from precast due to over-excavations or excavations made below the required grade.

Payment will be made for each precast concrete structure installed in accordance with the following:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
034100-A	Outlet Structure	Each
034100-B	Headwall	Each

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Mead Street Stormwater Retrofit

034100-C	Manhole	Each
034100-D	Catch Basin	Each

END OF SECTION 034100

SECTION 311000 - SITE CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Protecting existing vegetation to remain.
 - 2. Removing existing vegetation.
 - 3. Clearing and grubbing.
 - 4. Stripping and stockpiling topsoil.
 - 5. Removing above- and below-grade site improvements.
 - 6. Disconnecting, capping or sealing, and removing site utilities or abandoning site utilities in place.
 - 7. Temporary erosion- and sedimentation-control measures.
- B. Related Sections:
 - 1. Section 015000 "Temporary Facilities and Controls" for temporary utility services, construction and support facilities, security and protection facilities and temporary erosion and sedimentation control measures.
 - 2. Section 024119 "Selective Demolition" for partial demolition of buildings or structures.
 - 3. Section 015639 "Temporary Tree and Plant Protection" for all tree protection.

1.3 DEFINITIONS

- A. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil and is the zone where plant roots grow. Its appearance is

generally 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 1 inch in diameter; and free of subsoil and weeds, roots, toxic materials, or other nonsoil materials.

- D. Tree-Protection Zone: Area surrounding individual trees or groups of trees to be protected during construction, and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

1.4 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.5 INFORMATIONAL SUBMITTALS

- A. Existing Conditions: Documentation of existing trees and plantings, adjoining construction, and site improvements that establishes preconstruction conditions that might be misconstrued as damage caused by site clearing.
 - 1. Use sufficiently detailed photographs or videotape.
 - 2. Include plans and notations to indicate specific wounds and damage conditions of each tree or other plants designated to remain.
- B. Dust-Control Plan: Submit coordination drawing and narrative that indicates the dust-control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
 - 1. Locations of dust-control partitions at each phase of work.
 - 2. Other dust-control measures.

1.6 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 Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

- B. Improvements on Adjoining Property: Authority for performing site clearing indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Utility Locator Service: Notify Call Before You Dig for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- E. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Erection of sheds or structures.
 - 4. Impoundment of water.
 - 5. Excavation or other digging unless otherwise indicated.
 - 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- F. Do not direct vehicle or equipment exhaust towards protection zones.
- G. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- H. Soil Stripping, Handling, and Stockpiling: Perform only when the topsoil is dry or slightly moist.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 - 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain. Flag each tree trunk at 54 inches above the ground.
- C. Protect existing site improvements to remain from damage during construction.
 - 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from Project site during the course of Project.
- E. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- F. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Engineer.

3.4 EXISTING UTILITIES

- A. Owner will arrange for disconnecting and sealing indicated utilities that serve existing structures before site clearing, when requested by Contractor.
 - 1. Verify that utilities have been disconnected and capped before proceeding with site clearing.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Engineer's written permission.

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
 - 2. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 3. Use only hand methods for grubbing within protection zones.
 - 4. Chip removed tree branches and stockpile in areas approved by Engineer.
- B. 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 a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.
 - 1. Do not stockpile topsoil within protection zones.

2. Stockpile surplus topsoil to allow for respreading deeper topsoil.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.
- 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 along line of existing pavement to remain before removing adjacent existing pavement. Saw-cut faces vertically.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. 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.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

PART 4 - MEASUREMENT AND PAYMENT

The bid price shall include all labor, material, equipment and transportation necessary to satisfactorily complete the work under this item in its entirety, inclusive of construction layout, erosion control, clearing and grubbing, etc.

The Contractor shall bid all Site Clearing activities at a Lump Sum price.

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
311000	Site Clearing and Grubbing	LS

END OF SECTION 311000

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Preparing subgrades for pavement, turf and grasses and plants.
 - 2. Subbase course and base course for asphalt paving.
 - 3. Subsurface drainage backfill for trenches.
 - 4. Excavating and backfilling trenches for utilities.

- B. Related Sections:

- 1. Section 015000 "Temporary Facilities and Controls" for temporary controls, utilities and support facilities and temporary erosion and sedimentation control measures.
 - 2. Section 311000 "Site Clearing" for site stripping, grubbing, stripping and stockpiling topsoil, and removal of above- and below-grade improvements and utilities.
 - 3. Section 312319 "Dewatering" for lowering and disposing of ground water during construction.
 - 4. Section 315000 "Excavation Support and Protection" for shoring, bracing, and sheet piling of excavations.
 - 5. Section 329200 "Turf and Grasses" for finish grading in turf and grass areas, including preparing and placing planting soil for turf areas.
 - 6. Section 329300 "Plants" for finish grading in planting areas and tree and shrub pit excavation and planting.

1.3 UNIT PRICES

- A. Work of this Section is affected by unit prices as specified in Section 012200 "Unit Prices."
- B. Unit Price 1: Unclassified excavation and removal of unsatisfactory soil as directed by the Engineer and replacement with satisfactory soil material.

1. Description: Unsatisfactory soil excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, according to this section.
 2. Unit of Measurement: Cubic yard of soil excavated, based on survey of volume removed.
- C. Unit Price No. 2: Rock excavation and replacement with satisfactory soil material.
1. Description: Classified rock excavation and disposal off site and replacement with satisfactory fill material or engineered fill from off site, as required, according to this section.
 2. Rock Measurement: Volume of rock actually removed, measured in original position, but not to exceed the following. Unit prices for rock excavation include replacement with approved materials.
 - a. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 36 inches wide.

1.4 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Engineer. Authorized additional excavation and replacement material will be paid for according to Contract provisions for unit prices.
 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Engineer. Unauthorized

excavation, as well as remedial work directed by Engineer, shall be without additional compensation.

- F. Fill: Soil materials used to raise existing grades.
- G. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:
 - 1. Excavation of Footings, Trenches, and Pits: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- wide, maximum, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf with extra-long reach boom; measured according to SAE J-1179.
 - 2. Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket; measured according to SAE J-732.
- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, manholes, basins, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.
- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.
- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.

- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Engineer.
- C. Utility Locator Service: Notify "Call Before You Dig" for area where Project is located before beginning earth moving operations.
- D. Do not commence earth moving operations until temporary erosion- and sedimentation-control measures, specified in Section 015000 "Temporary Facilities and Controls," and Section 311000 "Site Clearing," are in place.
- E. Do not commence earth moving operations until tree-protection measures specified in Section 015639 "Temporary Tree and Plant Protection" are in place.
- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Erection of sheds or structures.
 - 4. Impoundment of water.
 - 5. Excavation or other digging unless otherwise indicated.
 - 6. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups A-1, A-2-4, A-2-5, and A-3 according to AASHTO M 145, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups A-2-6, A-2-7, A-4, A-5, A-6, and A-7 according to AASHTO M 145, or a combination of these groups.

- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- G. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- H. Sand: ASTM C 33; fine aggregate.
- I. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 GEOTEXTILES

- A. Subsurface Drainage Geotextile: Nonwoven needle-punched geotextile, manufactured for subsurface drainage applications, made from polyolefins or polyesters; with elongation greater than 50 percent; complying with AASHTO M 288 and the following, measured per test methods referenced:
 - 1. Survivability: Class 2; AASHTO M 288.
 - 2. Grab Tensile Strength: 157 lbf; ASTM D 4632.
 - 3. Sewn Seam Strength: 142 lbf; ASTM D 4632.
 - 4. Tear Strength: 56 lbf; ASTM D 4533.
 - 5. Puncture Strength: 56 lbf; ASTM D 4833.
 - 6. Apparent Opening Size: No. 70 sieve, maximum; ASTM D 4751.
 - 7. Permittivity: 0.5 per second, minimum; ASTM D 4491.
 - 8. UV Stability: 50 percent after 500 hours' exposure; ASTM D 4355.

2.3 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:

1. Red: Electric.
2. Yellow: Gas, oil, steam, and dangerous materials.
3. Orange: Telephone and other communications.
4. Blue: Water systems.
5. Green: Sewer systems.

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.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.

1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 36 inches wide.
- B. Classified Excavation: Excavate to subgrade elevations. Material to be excavated will be classified as earth and rock. Do not excavate rock until it has been classified and cross sectioned by Engineer. The Contract Sum will be adjusted for rock excavation according to unit prices included in the Contract Documents. Changes in the Contract Time may be authorized for rock excavation.
1. Earth excavation includes excavating pavements and obstructions visible on surface; underground structures, utilities, and other items indicated to be removed; together with soil, boulders, and other materials not classified as rock or unauthorized excavation.
 - a. Intermittent drilling; blasting, if permitted; ram hammering; or ripping of material not classified as rock excavation is earth excavation.
 2. Rock excavation includes removal and disposal of rock. Remove rock to lines and subgrade elevations indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 36 inches wide.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
1. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Utility Structures: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 1 inch. Do not disturb bottom of excavations intended as bearing surfaces.
- B. Excavations at Edges of Tree- and Plant-Protection Zones:
1. Excavate by hand to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear,

- or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
- 2. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.6 EXCAVATION FOR WALKS AND PAVEMENTS

- A. Excavate surfaces under walks and pavements to indicated lines, cross sections, elevations, and subgrades.

3.7 EXCAVATION FOR UTILITY TRENCHES

- A. Excavate trenches to indicated gradients, lines, depths, and elevations.
- B. Excavate trenches to uniform widths to provide the following clearance on each side of pipe or conduit. Excavate trench walls vertically from trench bottom to 12 inches higher than top of pipe or conduit unless otherwise indicated.
 - 1. Clearance: 12 inches each side of pipe or conduit.
- C. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduit. Shape subgrade to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits. Remove projecting stones and sharp objects along trench subgrade.
 - 1. For pipes and conduit less than 6 inches in nominal diameter, hand-excavate trench bottoms and support pipe and conduit on an undisturbed subgrade.
 - 2. For pipes and conduit 6 inches or larger in nominal diameter, shape bottom of trench to support bottom 90 degrees of pipe or conduit circumference. Fill depressions with tamped sand backfill.
 - 3. Excavate trenches 6 inches deeper than elevation required in rock or other unyielding bearing material to allow for bedding course.
- D. Trench Bottoms: Excavate trenches 6 inches deeper than bottom of pipe and conduit elevations to allow for bedding course. Hand-excavate deeper for bells of pipe.
- E. Trenches in Tree- and Plant-Protection Zones:
 - 1. Hand-excavate to indicated lines, cross sections, elevations, and subgrades. Use narrow-tine spading forks to comb soil and expose roots. Do not break, tear, or chop exposed roots. Do not use mechanical equipment that rips, tears, or pulls roots.
 - 2. Do not cut main lateral roots or taproots; cut only smaller roots that interfere with installation of utilities.

3. Cut and protect roots according to requirements in Section 015639 "Temporary Tree and Plant Protection."

3.8 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under pipe, or conduit as directed by Engineer.

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 1. Removing trash and debris.
 2. Removing temporary shoring and bracing and sheeting.
- B. Place backfill on subgrades free of mud, frost, snow or ice.

3.11 UTILITY TRENCH BACKFILL

- A. Place backfill on subgrades free of mud, frost, snow, or ice.
- B. Place and compact bedding course on trench bottoms and where indicated. Shape bedding course to provide continuous support for bells, joints, and barrels of pipes and for joints, fittings, and bodies of conduits.
- C. Backfill voids with satisfactory soil while removing shoring and bracing.
- D. Place and compact initial backfill of satisfactory soil, free of particles larger than 4 inches in any dimension, to a height of 12 inches over the pipe or conduit.
 1. Carefully compact initial backfill under pipe haunches and compact evenly up on both sides and along the full length of piping or conduit to avoid damage or displacement of piping or conduit. Coordinate backfilling with utilities testing.

- E. Place and compact final backfill of satisfactory soil to final subgrade elevation.
- F. Controlled Low-Strength Material: Place final backfill of controlled low-strength material to final subgrade elevation.
- G. Install warning tape directly above utilities, 12 inches below finished grade, except 6 inches below subgrade under pavements and slabs.

3.12 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under walks and pavements, use satisfactory soil material.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.13 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
 - 2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.14 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 698 or ASTM D 1557:
 - 1. Under structures, building, steps and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soils material at 95 percent.

2. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.
3. For utility trenches, compact each layer of initial and final backfill soil material at 85 percent.

3.15 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Pavements: Plus or minus 1/2 inch.

3.16 SUBBASE AND BASE COURSES UNDER PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.
- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 1. Place base course material over subbase course under hot-mix asphalt pavement.
 2. Shape subbase course and base course to required crown elevations and cross-slope grades.
 3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
 4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.17 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove 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.

3.18 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

PART 4 – MEASUREMENT AND PAYMENT

The Contractor shall bid a Lump Sum Price (LS) for Earth Moving necessary for the construction of the shallow extended detention wetland and restoration of eroded drainage channel. The Bid Price shall include all labor, equipment, material and transportation necessary to excavate and grade existing on-site soils, import fill from an outside borrow source secured by the Contractor or export excess fill material and properly dispose of off-site as required and placement of a minimum of 4 inches of topsoil.

The Contractor shall specify the Lump Sum bid price for work included within the Contract and incorporate within the bid amount all that is necessary for Earth Moving to complete that specific item of work as specified herein.

Also included under this item shall be the placement of fill for general grading purposes as indicated on the Contract Plans and as specified within these Specifications. Under this item, the Contractor shall provide all labor, material, equipment, transportation, compaction, control of groundwater and drainage flows, pumping, temporary diversion ditches or piping, etc. to grade areas to the cross sections, lines and elevations indicated on the Contract Plans. The bid price shall also include construction of the stabilized overflow spillway and level-lip spreader.

No payment shall be made for miscellaneous trench backfill where general fill is required/specified.

No payment will be made to the Contractor for fill brought to the site which was not directed by the Owner's Representative or for use by the Contractor for his convenience. Available on-site fill will be utilized before the Owner's Representative will authorize any fill under this item.

Payment under this item shall be limited to the percentage of site grading, general cuts to fills, or fill in-place and compacted and topsoil to the lines and grades specified which shall be as agreed to by the Owner's Representative with the Contractor.

There shall be no bid or compensation under this item for subbase course and base course for asphalt paving. This item will be paid under Section 321216 - "Asphalt Paving".

There shall be no bid or compensation under this item for excavating and backfilling trenches for utilities and structures. These items will be paid under Section 034100 - "Precast Structural Concrete" and Section 334100 - "Storm Utility Drainage Piping".

There shall be no bid or compensation under this item for removal or removal and restoration of existing drainage pipe and structures. This item will be paid under Section 024119 - "Selective Demolition".

Payment under this item for the shallow extended detention wetland basin shall be limited to a maximum of seventy-five (75) percent of the Lump Sum Bid until such time as the Contractor provides an As-Built Survey of the basin rough grade and overflow spillway prepared by a New York State Licensed Land Surveyor. The purpose of the survey shall be verification of construction of the basin and spillway to the lines and grades shown to the satisfaction of the Engineer. The As-Built grading survey shall be accepted by the Engineer in writing prior to the placement of top soil or planting of turf, plants or shrubs. The As-Built grades for rough grade shall be within four (4) inches of the proposed final grade to account for placement of top soil. Upon substantial completion of the rough grading and any adjustments necessary to correct any deficient areas as discovered during review of the As-Built Survey, the remaining twenty-five (25) percent of the Lump Sum Bid will be paid.

4.1 UNCLASSIFIED EXCAVATION

There shall be no bid or compensation under this item of work for Unclassified Excavation required to perform other items of work included within this Contract.

The Contractor shall, when specifying the unit bid price for each item of work included within the Contract, incorporate within the bid amount all that is necessary for excavation to complete that specific item of work. Such bid shall include all material, labor, equipment and transportation necessary for excavation, backfilling, temporary

sheeting, de-watering, maintenance of trench, etc., necessary to perform the work as specified herein.

The Contractor shall herein bid a Unit Price per Cubic Yard of excavation should, in the opinion of Owner's Representative, Unclassified Excavation be required for the project. Work under this item shall include such excavations not covered by other items of work and test pits. Such bid shall include all labor, material, equipment and transportation as necessary to perform the work in accordance with the Contract Plans, Specifications and as directed by the Owner's Representative.

Payment for Unclassified Excavation shall be limited to the actual number of cubic yards of excavation necessary where such excavation was performed at the direction of the Owner's Representative and such work does not apply to other items of work included within the Specifications. No compensation or payment will be made to the Contractor for backfilling when over-excavation occurs.

Clean backfill from off-site sources shall only be used when directed by the Owner's Representative and only when sufficient quantities are not available on-site. When directed to place clean fill, the Contractor will be paid under Section 312000-C "Fill".

4.2 ROCK EXCAVATION

The Contractor shall bid a Unit Price per Cubic Yard of Rock Excavation removed within the payment limits specified herein. The unit price for this item shall include the cost of all labor, equipment, material and transportation required to blast and excavate all rock as defined herein. The Contractor may bid any price for this item, however; the maximum bid accepted will be one hundred (\$100.00) dollars per cubic yard.

Payment for rock will be in addition to the Contractor's unit price for pipe or structures with respect to earth excavation and backfilling.

The surface of the ledge shall be cleaned in sections satisfactory to the Owner's Representative before the rock is excavated, so that proper measurements may be made, before and after excavations. The Contractor's general foreman will perform all rock removal measurements with verification by the Owner's Representative. The method of measurement for the rock excavation shall be approved by the Owner's Representative prior to the start of the rock removal process.

Trench rock excavation shall be computed as the actual cubic yards excavated within the following limits:

<u>Depth*</u>	<u>Allowable Width</u>
0 ft. to 12 ft.	Outside pipe dimension plus 24 inches
12 ft. to 16 ft.	Outside pipe dimension plus 28 inches

16 ft. to 20 ft. Outside pipe dimension plus 34 inches

Over 20 ft. Outside pipe dimension plus 40 inches

*Limits for depth shall be to a level bottom with a surface plane six (6) inches below the bottom of the pipe or structure. No payment shall be made beyond the payments limits described above.

When it is determined by the Owner's Representative that the removal of rock through blasting methods would be contrary to the best interests of the Owner, then the Contractor may be directed to remove rock by chipping, drilling and/or wedging.

Clean backfill required when sufficient quantities are not available and only when directed by the Owner's Representative shall be paid for under Section 312000-C – "Fill".

Items paid under this section are as follows:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
312000-A	Unclassified Excavation	CY
312000-B	Rock Excavation	CY (maximum \$150.00/c.y.)
312000-C	Fill	CY
312000-D	Shallow Extended Detention Wetland and Overflow Spillway	LS
312000-E	Drainage Channel Restoration	LS

END OF SECTION 312000

SECTION 312319 - DEWATERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes construction dewatering.
- B. Related Requirements:
 - 1. Section 312000 "Earth Moving" for excavating, backfilling, site grading, and controlling surface-water runoff and ponding.

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. 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.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Accomplish dewatering without damaging existing buildings, structures, and site improvements adjacent to excavation.
 - 4. Remove dewatering system when no longer required for construction.

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 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.
- D. Protect and maintain temporary erosion and sedimentation controls, which are specified in Section 015000 "Temporary Facilities and Controls," and Section 311000 "Site Clearing and Grubbing," during dewatering operations.

3.2 INSTALLATION

- A. Install dewatering system utilizing wells, well points, or similar methods complete with pump equipment, standby power and pumps, filter material gradation, valves, appurtenances, water disposal, and surface-water controls.
- B. Place dewatering system into operation to lower water to specified levels before excavating below ground-water level.
- C. Provide sumps, sedimentation tanks, and other flow-control devices as required by authorities having jurisdiction.

3.3 OPERATION

- 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.
- C. 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.
- D. Remove dewatering system from Project site on completion of dewatering. Plug or fill well holes with sand or cut off and cap wells a minimum of 36 inches below overlying construction.

3.4 PROTECTION

- A. Protect and maintain dewatering system during dewatering operations.
- B. Promptly repair damages to adjacent facilities caused by dewatering.

PART 4 – MEASUREMENT AND PAYMENT

There shall be no bid or compensation under this item of work for Dewatering required to perform other items of work included within this Contract.

END OF SECTION 312319

SECTION 315000 - EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes temporary excavation support and protection systems.
- B. Related Requirements:
 - 1. Section 312000 "Earth Moving" for excavating and backfilling and for controlling surface-water runoff and ponding.
 - 2. Section 312319 "Dewatering" for dewatering excavations.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include construction details, material descriptions, performance properties, and dimensions of individual components and profiles, and calculations for excavation support and protection system.
- B. Shop Drawings: For excavation support and protection system, prepared by or under the supervision of a qualified professional engineer.
 - 1. Include plans, elevations, sections, and details.
 - 2. Show arrangement, locations, and details of soldier piles, piling, lagging, tiebacks, bracing, and other components of excavation support and protection system according to engineering design.
 - 3. Indicate type and location of waterproofing.
 - 4. Include a written plan for excavation support and protection, including sequence of construction of support and protection coordinated with progress of excavation.

1.4 INFORMATIONAL SUBMITTALS

- A. Contractor Calculations: For excavation support and protection system. Include analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 FIELD CONDITIONS

- A. Interruption of Existing Utilities: Do not interrupt any utility serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility according to requirements indicated:
 - 1. Notify Owner no fewer than two days in advance of proposed interruption of utility.
 - 2. Do not proceed with interruption of utility without Owner's written permission.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Provide, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting earth and hydrostatic pressures and superimposed and construction loads.
 - 1. Contractor Design: Design excavation support and protection system, including comprehensive engineering analysis by a qualified professional engineer.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Install excavation support and protection systems without damaging existing buildings, structures, and site improvements adjacent to excavation.
 - 4. Continuously monitor vibrations, settlements, and movements to ensure stability of excavations and constructed slopes and to ensure that damage to permanent structures is prevented.

2.2 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.
- B. Structural Steel: ASTM A 36/A 36M, ASTM A 690/A 690M, or ASTM A 992/A 992M.
- C. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of size and strength required for application.

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 that could develop during excavation support and protection system operations.
 - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems 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 alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.
- C. Locate excavation support and protection systems clear of permanent construction so that construction and finishing of other work is not impeded.

3.2 SOLDIER PILES AND LAGGING

- A. Install steel soldier piles before starting excavation. Extend soldier piles below excavation grade level to depths adequate to prevent lateral movement. Space soldier piles at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.
- B. Install wood lagging within flanges of soldier piles as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.
- C. Install wales horizontally at locations indicated on Drawings and secure to soldier piles.

3.3 FIELD QUALITY CONTROL

- A. Promptly correct detected bulges, breakage, or other evidence of movement to ensure that excavation support and protection system remains stable.
- B. Promptly repair damages to adjacent facilities caused by installation or faulty performance of excavation support and protection systems.

3.4 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and earth and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils and rock or damaging structures, pavements, facilities, and utilities.
 - 1. Fill voids immediately with approved backfill compacted to density specified in Section 312000 "Earth Moving."
 - 2. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.

PART 4 - MEASUREMENT AND PAYMENT

There shall be no bid or compensation under this item of work for Excavation Support and Protection required to perform other items of work included within this Contract.

END OF SECTION 315000

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Hot-mix asphalt patching.
 - 2. Hot-mix asphalt paving.
 - 3. Hot-mix asphalt overlay.

- B. Related Requirements:

- 1. Section 024119 "Selective Demolition" for demolition and removal of existing asphalt pavement.
 - 2. Section 312000 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.

1.3 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer.
- B. Material Certificates: For each paving material.

1.4 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Tack Coat: Minimum surface temperature of 60 deg F.
 - 2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- C. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.
 - 1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.
- D. Mineral Filler: ASTM D 242/D 242M or AASHTO M 17, rock or slag dust, hydraulic cement, or other inert material.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320
- B. Asphalt Cement: ASTM D 3381/D 3381M for viscosity-graded material.
- C. Tack Coat: ASTM D 977 emulsified asphalt or ASTM D 2397 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- D. Water: Potable.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; and recycled tires, asphalt shingles or glass from sources and gradations that have performed satisfactorily in previous installations, equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Sand: ASTM D 1073 or AASHTO M 29, Grade No. 2 or No. 3.
- C. Joint Sealant: ASTM D 6690, Type II or III, hot-applied, single-component, polymer-modified bituminous sealant.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense-graded, 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 Type 2 Base Item 403.12.
 - 3. Binder Course: NYSDOT Type 3 Binder Item 403.13
 - 4. Surface Course: NYSDOT Type 6 Top Item 403.17.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Engineer, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply 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.
- C. Placing Patch Material: 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.

3.3 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. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.10 to 0.30 gal./sq. yd. per inch depth. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.
 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
 2. Protect primed substrate from damage until ready to receive paving.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement 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.

3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in 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. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 2. Place hot-mix asphalt surface course in single lift.
 3. Spread mix at a 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.

- B. 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.
- C. 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.

3.5 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 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time.
 - 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.

3.6 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 with 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: 96 percent of reference laboratory density according to ASTM D 6927 or AASHTO T 245, but not less than 94 percent or greater than 100 percent.
 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- 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.

3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
1. Base Course: Plus or minus 1/2 inch.
 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement 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.

PART 4 - MEASUREMENT AND PAYMENT

The unit price bid for each item shall include the cost of all labor, material, equipment and transportation for the complete installation of asphalt pavements, milling, cutting of keyways, excavation and preparation of subgrade, subbase and asphaltic materials, compaction, maintenance, etc. as indicated on the Contract Plans and specified herein.

The Contractor shall also bid a separate Unit Price per Cubic Yard of Subbase Material. The Unit Price bid shall include the cost of all labor, material and transportation for the complete installation of subbase, which price shall include all saw cutting and removal of existing pavements and subgrades, excavation and preparation of subgrade compaction, maintenance, etc., installed in locations indicated and detailed on the Contract Plans and as specified herein.

Payment under this item will be based upon the actual amount of material installed and measured by the Owner's Representative.

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
321216-A	Saw Cutting	LF
321216-B	Item #4 Subbase Course	CY
321216-C	Asphalt Base Course	TON
321216-D	Asphalt Binder Course	TON
321216-E	Asphalt Top Course	TON

END OF SECTION 321216

SECTION 329113 - SOIL PREPARATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes planting soils specified by composition of the mixes.
- B. Related Requirements:
 - 1. Section 311000 "Site Clearing and Grubbing" for topsoil stripping and stockpiling.
 - 2. Section 329200 "Turf and Grasses" for placing planting soil for turf and grasses.
 - 3. Section 329300 "Plants" for placing planting soil for plantings.

1.3 DEFINITIONS

- A. AAPFCO: Association of American Plant Food Control Officials.
- B. Backfill: The earth used to replace or the act of replacing earth in an excavation. This can be amended or unamended soil as indicated.
- C. CEC: Cation exchange capacity.
- D. Imported Soil: Soil that is transported to Project site for use.
- E. Layered Soil Assembly: A designed series of planting soils, layered on each other, that together produce an environment for plant growth.
- F. Manufactured Soil: Soil produced by blending soils, sand, stabilized organic soil amendments, and other materials to produce planting soil.
- G. NAPT: North American Proficiency Testing Program. An SSSA program to assist soil-, plant-, and water-testing laboratories through interlaboratory sample exchanges and statistical evaluation of analytical data.

- H. Organic Matter: The total of organic materials in soil exclusive of undecayed plant and animal tissues, their partial decomposition products, and the soil biomass; also called "humus" or "soil organic matter."
- I. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified as specified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth.
- J. RCRA Metals: Hazardous metals identified by the EPA under the Resource Conservation and Recovery Act.
- K. SSSA: Soil Science Society of America.
- L. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- M. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- N. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil"; but in disturbed areas such as urban environments, the surface soil can be subsoil.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include test data substantiating that products comply with requirements.
 - 2. Include sieve analyses for aggregate materials.
 - 3. Material Certificates: For each type of imported soil before delivery to the site, according to the following:
 - a. Manufacturer's qualified testing agency's certified analysis of standard products.
- B. Samples: For each bulk-supplied material, 1-gal. volume of each in sealed containers labeled with content, source, and date obtained. Each Sample shall be typical of the lot of material to be furnished; provide an accurate representation of composition, color, and texture.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and compliance with state and Federal laws if applicable.

B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, adjacent wetlands or water conveyance systems.
3. Do not move or handle materials when they are wet or frozen.
4. Accompany each delivery of bulk fertilizers and soil amendments, as required, with appropriate certificates.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Regional Materials: Imported soil, if required, shall be manufactured within 500 miles of Project site from materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.

2.2 PLANTING SOILS SPECIFIED BY COMPOSITION

- A. General: Soil amendments, fertilizers, and rates of application specified in this article are guidelines that may need revision based on testing laboratory's recommendations after preconstruction soil analyses are performed.

2.3 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
1. Class: T, with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
- B. Sand: Clean, washed, natural or manufactured, free of toxic materials, and according to ASTM C 33/C 33M.

2.4 ORGANIC SOIL AMENDMENTS

- A. Compost: Well-composted, stable, and weed-free organic matter produced by composting feedstock, and bearing USCC's "Seal of Testing Assurance," and as follows:
1. Feedstock: Limited to leaves.

2. Reaction: pH of 5.5 to 8.
 3. Soluble-Salt Concentration: Less than 4 dS/m.
 4. Moisture Content: 35 to 55 percent by weight.
 5. Organic-Matter Content: 30 to 40 percent of dry weight.
 6. Particle Size: Minimum of 98 percent passing through a 2-inch sieve.
- B. Wood Derivatives: Shredded and composted, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.

PART 3 - EXECUTION

3.1 GENERAL

- A. Place planting soil according to requirements in other Specification Sections.
- B. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in planting soil.
- C. Proceed with placement only after unsatisfactory conditions have been corrected.

3.2 PLACING MANUFACTURED PLANTING SOIL OVER EXPOSED SUBGRADE

- A. General: Apply manufactured soil on-site in its final, blended condition. Do not apply materials or till if existing soil or subgrade is frozen, muddy, or excessively wet.
- B. Subgrade Preparation: Till subgrade to a minimum depth of 6 inches. Remove stones larger than 3 inches in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
- C. Application: Spread planting soil to total depth indicated on Drawings, but not less than required to meet finish grades after natural settlement. Do not spread if soil or subgrade is frozen, muddy, or excessively wet.
- D. Finish Grading: Grade planting soil to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.

3.3 PROTECTION

- A. Protect areas of in-place soil from additional compaction, disturbance, and contamination. Prohibit the following practices within these areas except as required to perform planting operations:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Vehicle traffic.
 - 4. Foot traffic.
 - 5. Erection of sheds or structures.
 - 6. Impoundment of water.
 - 7. Excavation or other digging unless otherwise indicated.
- B. If planting soil or subgrade is overcompacted, disturbed, or contaminated by foreign or deleterious materials or liquids, remove the planting soil and contamination; restore the subgrade as directed by Engineer and replace contaminated planting soil with new planting soil.

3.4 CLEANING

- A. Protect areas adjacent to planting-soil preparation and placement areas from contamination. Keep work area in an orderly condition.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable materials, trash, and debris and legally dispose of them off Owner's property unless otherwise indicated.
 - 1. Dispose of excess subsoil and unsuitable materials on-site where directed by Owner, but not closer than 100 feet from any regulated wetland or watercourse.

PART 4 - MEASUREMENT AND PAYMENT

There shall be no bid or compensation under this item of work for Soil Preparation required to perform other items of work included within this Contract.

END OF SECTION 329113

SECTION 329200 - TURF AND GRASSES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Seeding.
 - 2. Hydroseeding.
 - 3. Erosion-control material(s).
- B. Related Requirements:
 - 1. Section 329300 "Plants" for trees, shrubs, ground covers, and other plants as well as border edgings and mow strips.

1.3 DEFINITIONS

- A. Finish Grade: Elevation of finished surface of planting soil.
- B. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- C. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- D. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" and drawing designations for planting soils.
- E. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.4 INFORMATIONAL SUBMITTALS

1. Certification of Grass Seed: From seed vendor for each grass-seed monostand or mixture, stating the botanical and common name, 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.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, specie type, and indication of compliance with state and Federal laws, as applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, adjacent wetlands or water conveyance systems.
 3. Accompany each delivery of bulk materials with appropriate certificates.

1.6 FIELD CONDITIONS

- A. Planting Restrictions: Plant during one of the following periods, unless otherwise authorized by Engineer. Coordinate planting periods with initial maintenance periods to provide required maintenance from date of planting completion.
 1. Spring Planting: April 1st - June 15th.
 2. Fall Planting: September 1st - October 15th.
- B. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

PART 2 - PRODUCTS

2.1 SEED

- A. Grass Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Rules for Testing Seeds" for purity and germination tolerances.

B. Seed Species:

All grass seed shall be manufactured by and purchased from New England Wetland Plants, Inc. or approved equal. Grass seed mixes shall consist of the following mixtures and shall be installed in locations and at rates as specified on the approved drawings.

- New England Wet Mix
- New England Erosion Control/Restoration Mix for Detention Basins and Moist Sites
- New England Semi-Shade Grass and Forbs Mix.
- New England Erosion Control/Restoration Seed Mix for Dry Sites NEECRM (DS)

2.2 FERTILIZERS

- A. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
1. Composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.
 2. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.3 MULCHES

- A. Straw Mulch: Provide air-dry, clean, mildew- and seed-free, salt hay or seed-free straw of wheat, rye, oats, or barley.
- B. Fiber Mulch: Biodegradable, dyed-wood, cellulose-fiber mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.

2.4 PESTICIDES

- A. General: Pesticide, registered and approved by the EPA, acceptable to authorities having jurisdiction, and of type recommended by manufacturer for each specific problem and as required for Project conditions and application. Do not use restricted pesticides unless authorized in writing by authorities having jurisdiction.
- B. Pre-Emergent Herbicide (Selective and Nonselective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.

- C. Post-Emergent Herbicide (Selective and Nonselective): Effective for controlling weed growth that has already germinated.

2.5 EROSION-CONTROL MATERIALS

- A. Erosion-Control Blankets: Biodegradable wood excelsior, straw, or coconut-fiber mat enclosed in a photodegradable plastic mesh. Include manufacturer's recommended steel wire staples, 6 inches long.
- B. Silt Fence: Installed at the minimum locations and per the details included on the Contract Drawings.
- C. Tree Protection: Installed at the minimum locations and per the details included on the Contract Drawings.
- D. Inlet Protection: Installed at the minimum locations and per the details included on the Contract Drawings.
- E. Stabilized Construction Entrance: Installed at the minimum locations and per the details included on the Contract Drawings.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 3. Uniformly moisten excessively dry soil that is not workable or which is dusty.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.

3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
 - 1. Protect adjacent and adjoining areas from hydroseeding and hydromulching overspray.
 - 2. Protect grade stakes set by others until directed to remove them.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties, adjacent wetlands or water conveyance systems.

3.3 TURF AREA PREPARATION

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."
- B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.
- C. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- D. Before planting, obtain Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Turf Area Preparation" Article.
- B. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- C. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SEEDING

- A. Sow seed with spreader or seeding machine or hand sow. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
 - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate as specified on Drawings.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes exceeding 1V:3H with erosion-control blankets installed and stapled according to manufacturer's written instructions.
- E. Protect seeded areas with erosion-control mats where indicated on Drawings; install and anchor according to manufacturer's written instructions.
- F. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.
- G. Protect seeded areas from hot, dry weather or drying winds by applying straw mulch or peat mulch immediately after seeding operations. Soak areas, scatter mulch uniformly to a thickness of 1-1/2 inches, and roll surface smooth.

3.6 HYDROSEEDING

- A. Hydroseeding: Mix specified seed and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Mix slurry with fiber-mulch manufacturer's recommended tackifier.
 - 2. Spray-apply slurry uniformly to all areas to be seeded in a one-step process. Apply slurry at a rate so that mulch component is deposited at not less than 1500-lb/acre dry weight, and seed component is deposited at not less than the specified seed-sowing rate.

3.7 SATISFACTORY TURF

- A. Turf installations shall meet the following criteria as determined by Engineer:

1. Satisfactory Seeded Turf: At end of maintenance period, a healthy, uniform, close stand of grass has been established, free of weeds and surface irregularities, with coverage exceeding 90 percent over any 10 sq. ft. and bare spots not exceeding 5 by 5 inches.

3.9 CLEANUP AND PROTECTION

- A. Promptly remove soil and debris created by turf work from paved areas. Utilize the stabilized construction entrance to clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material, including excess subsoil, unsuitable soil, trash, and debris, and legally dispose of them off Owner's property.
- C. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- D. Remove nondegradable erosion-control measures after grass establishment period.

3.10 MAINTENANCE SERVICE

- A. Turf Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Begin maintenance immediately after each area is planted and continue until acceptable turf is established, but for not less than the following periods:
 1. Seeded Turf: 60 days from date of planting completion.
 - a. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.

PART 4 - MEASUREMENT AND PAYMENT

Measurement of turf and grasses shall be calculated by the area of material placed in the work and within the payment limit lines and detailed on the plans which will be confirmed by the Owner's Representative. The Contractor shall provide the Owner's Representative with the delivery tickets for confirmation of the quantities delivered to the site.

The Contractor shall bid a Lump Sum Price (LS) for Turf and Grasses. The Bid Price under this item shall include the cost of all labor, equipment, materials and transportation necessary to deliver and place seed and mulch and include the protection of work during placement of filter fabric as necessary to complete that specific item of work as specified herein.

Payment will be made in accordance with the following:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
329200	Turf and Grasses	LS

END OF SECTION 329200

SECTION 329300 - PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Plants.
- 2. Tree stabilization.
- 3. Tree-watering devices.

- B. Related Requirements:

- 1. Section 015639 "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
- 2. Section 329200 "Turf and Grasses" for basin, basin embankment and berm, hydroseeding, and erosion-control materials.

1.3 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in Section 012200 "Unit Prices."
- B. Unit prices apply to authorized work covered by quantity allowances.
- C. Unit prices apply to additions to and deletions from the Work as authorized by Change Orders.

1.4 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with a ball size not less than sizes indicated and diameter and depth recommended by ANSI Z60.1 for type and size of plant required; wrapped with burlap,

tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.

- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated.
- D. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-established root system reaching sides of container and maintaining a firm ball when removed from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.
- E. Finish Grade: Elevation of finished surface of planting soil.
- F. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. Pesticides include insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. They also include substances or mixtures intended for use as a plant regulator, defoliant, or desiccant. Some sources classify herbicides separately from pesticides.
- G. Pests: Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. Pests include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- H. Planting Area: Areas to be planted.
- I. Planting Soil: Existing, on-site soil; imported soil; or manufactured soil that has been modified with soil amendments and perhaps fertilizers to produce a soil mixture best for plant growth. See Section 329113 "Soil Preparation" for drawing designations for planting soils.
- J. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- K. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- L. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- M. Subgrade: The surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.

1.5 COORDINATION

- A. Coordination with Seeded Areas: Plant trees, shrubs, and other plants after finish grades are established and before planting seeded areas unless otherwise indicated.
 - 1. When planting trees, shrubs, and other plants after planting seeded areas, protect seeded areas, and promptly repair damage caused by planting operations.

1.6 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.

1.7 CLOSEOUT SUBMITTALS

- A. Maintenance Data: Recommended procedures to be established by Owner for maintenance of plants during a calendar year. Submit before expiration of required maintenance periods.

1.8 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified landscape installer whose work has resulted in successful establishment of plants.
 - 1. Professional Membership: Installer shall be a member in good standing of either the Professional Landcare Network or the American Nursery and Landscape Association.
 - 2. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 3. Pesticide Applicator: State licensed, commercial.
- B. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
- C. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Trees and Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container-grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip. Take caliper measurements 6 inches above the root flare for trees up to 4-inch caliper size, and 12 inches above the root flare for larger sizes.

2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- D. Plant Material Observation: Engineer may observe plant material either at place of growth or at site before planting for compliance with requirements for genus, species, variety, cultivar, size, and quality. Engineer may also observe trees and shrubs further for size and condition of balls and root systems, pests, disease symptoms, injuries, and latent defects and may reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from Project site.
 1. Notify Engineer of sources of planting materials seven days in advance of delivery to site.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws if applicable.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials; discharge of soil-bearing water runoff; and airborne dust reaching adjacent properties, adjacent wetlands or water conveyance systems.
 3. Accompany each delivery of bulk materials with appropriate certificates.
- C. Do not prune trees and shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie trees or shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- D. Handle planting stock by root ball.
- E. Store bulbs, corms, and tubers in a dry place at 60 to 65 deg F until planting.
- F. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 1. If deciduous trees or shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- G. Wrap trees and shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

- H. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in their appropriate aspect (sun, filtered sun, or shade), protect from weather and mechanical damage, and keep roots moist.
 - 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 - 2. Do not remove container-grown stock from containers before time of planting.
 - 3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly wet condition.

1.10 FIELD CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Planting Restrictions: Plant during one of the following periods. Coordinate planting periods with maintenance periods to provide required maintenance from date of Substantial Completion.
 - 1. Spring Planting: April 1st - June 15th.
 - 2. Fall Planting: September 1st - October 15th.
- C. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.

1.11 WARRANTY

- A. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner.
 - b. Structural failures including plantings falling or blowing over.
 - c. Faulty performance of tree stabilization and edgings.
 - 2. Warranty Periods: From date of planting completion.
 - a. Trees and Shrubs: 12 months.

3. Include the following remedial actions as a minimum:
 - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 25 percent dead or in an unhealthy condition at end of warranty period.
 - c. A limit of one replacement of each plant is required except for losses or replacements due to failure to comply with requirements.
 - d. Provide extended warranty for period equal to original warranty period, for replaced plant material.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant List, Plant Schedule, or Plant Legend indicated on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 1. Trees with damaged, crooked, or multiple leaders; tight vertical branches where bark is squeezed between two branches or between branch and trunk ("included bark"); crossing trunks; cut-off limbs more than 3/4 inch in diameter; or with stem girdling roots are unacceptable.
 2. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Engineer, with a proportionate increase in size of roots or balls.
- C. Root-Ball Depth: Furnish trees and shrubs with root balls measured from top of root ball, which begins at root flare according to ANSI Z60.1. Root flare shall be visible before planting.
- D. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant.

- E. If formal arrangements or consecutive order of plants is indicated on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 MULCHES

- A. Organic Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:
 - 1. Type: Shredded hardwood, Pine straw, Salt hay or straw mulch.
 - 2. Size: 4 inches minimum, 6 inches maximum.
 - 3. Color: Natural.

2.3 TREE-STABILIZATION MATERIALS

- A. Trunk-Stabilization Materials:
 - 1. Upright and Guy Stakes: Rough-sawn, sound, new hardwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated, pointed at one end.
 - 2. Wood Deadmen: Timbers measuring 8 inches in diameter and 48 inches long, treated with specified wood pressure-preservative treatment.
 - 3. Flexible Ties: Wide rubber or elastic bands or straps of length required to reach stakes or turnbuckles.
 - 4. Guys and Tie Wires: ASTM A 641/A 641M, Class 1, galvanized-steel wire, two-strand, twisted, 0.106 inch in diameter.
 - 5. Tree-Tie Webbing: UV-resistant polypropylene or nylon webbing with brass grommets.
 - 6. Guy Cables: Five-strand, 3/16-inch-diameter, galvanized-steel cable, with zinc-coated turnbuckles, a minimum of 3 inches long, with two 3/8-inch galvanized eyebolts.
 - 7. Flags: Standard surveyor's plastic flagging tape, white, 6 inches long.
 - 8. Proprietary Staking-and-Guying Devices: Proprietary stake or anchor and adjustable tie systems to secure each new planting by plant stem; sized as indicated and according to manufacturer's written recommendations.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Arborbrace; ArborBrace Tree Guying System.
 - 2) Better Bilt Products, Inc; Tree Anchor Kit.
 - 3) DeepRoot Green Infrastructure, LLC.

- 4) Foresight Products, LLC; Duckbill Professional Tree Guy System.
- 5) J. R. Partners.
- 6) Villa Root Barrier.

B. Root-Ball Stabilization Materials:

1. Upright Stakes and Horizontal Hold-Down: Rough-sawn, sound, new hardwood or softwood, free of knots, holes, cross grain, and other defects, 2-by-2-inch nominal by length indicated; stakes pointed at one end.
2. Wood Screws: ASME B18.6.1.
3. Proprietary Root-Ball Stabilization Devices: Proprietary at- or below-grade stabilization systems to secure each new planting by root ball and that do not encircle the trunk; sized according to manufacturer's written recommendations unless otherwise indicated.
 - a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - 1) Border Concepts, Inc; Tomahawk Tree Stabilizers.
 - 2) Foresight Products, LLC; Duckbill Rootball Fixing System.
 - 3) Tree Staple, Inc; Tree Staples.

2.4 TREE-WATERING DEVICES

- A. Slow-Release Watering Device: Standard product manufactured for drip irrigation of plants and emptying its water contents over an extended time period; manufactured from UV-light-stabilized nylon-reinforced polyethylene sheet, PVC, or HDPE plastic.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. BIO-PLEX.
 - b. Engineered Watering Solutions; PQ Partners, LLC.
 - c. Spectrum Products, Inc.
 2. Color: black or green.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants, with Installer present, for compliance with requirements and conditions affecting installation and performance of the Work.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Verify that plants and vehicles loaded with plants can travel to planting locations with adequate overhead clearance.
 - 3. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable or which is dusty.
- B. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by Engineer and replace with new planting soil.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Engineer's acceptance of layout before excavating or planting. Make minor adjustments as required.
- D. Lay out plants at locations directed by Engineer. Stake locations of individual trees and shrubs and outline areas for multiple plantings.

3.3 PLANTING AREA ESTABLISHMENT

- A. General: Prepare planting area for soil placement and mix planting soil according to Section 329113 "Soil Preparation."

- B. Placing Planting Soil: Place manufactured planting soil over exposed subgrade.
- C. Before planting, obtain Engineer's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 EXCAVATION FOR TREES AND SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits.
 - 1. Excavate planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are unacceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 - 2. Excavate approximately three times as wide as ball diameter for balled and burlapped, balled and potted and container-grown stock.
 - 3. Excavate at least 12 inches wider than root spread and deep enough to accommodate vertical roots for bare-root stock.
 - 4. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 - 5. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 - 6. Maintain angles of repose of adjacent materials to ensure stability. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 - 7. Maintain supervision of excavations during working hours.
 - 8. Keep excavations covered or otherwise protected when unattended by Installer's personnel.
 - 9. If drain tile is indicated on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. Backfill Soil: Subsoil and topsoil removed from excavations may not be used as backfill soil unless otherwise indicated.
- C. Obstructions: Notify Engineer if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 - 1. Hardpan Layer: Drill 6-inch-diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify Engineer if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.

- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 TREE AND SHRUB PLANTING

- A. Inspection: At time of planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Roots: Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Balled and Burlapped Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Backfill: Planting soil.
 - 2. After placing some backfill around root ball to stabilize plant, carefully cut and remove burlap, rope, and wire baskets from tops of root balls and from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- D. Balled and Potted and Container-Grown Stock: Set each plant plumb and in center of planting pit or trench with root flare 1 inch above adjacent finish grades.
 - 1. Backfill: Planting soil.
 - 2. Carefully remove root ball from container without damaging root ball or plant.
 - 3. Backfill around root ball in layers, tamping to settle soil and eliminate voids and air pockets. When planting pit is approximately one-half filled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed.
 - 4. Continue backfilling process. Water again after placing and tamping final layer of soil.
- E. Slopes: When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines 12 inches apart as indicated on Drawings in even rows with triangular spacing, or evenly space plants based on the quantity of plants specified for a designated area.
- B. Use planting soil for backfill.
- C. Dig holes large enough to allow spreading of roots.
- D. For rooted cutting plants supplied in flats, plant each in a manner that minimally disturbs the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.7 PLANTING AREA MULCHING

- A. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Trees and Treelike Shrubs in Turf Areas: Apply organic mulch ring of 3-inch average thickness, with 24-inch radius around trunks or stems. Do not place mulch within 6 inches of trunks or stems.
 - 2. Organic Mulch in Planting Areas: Apply 2-inch average thickness of organic mulch over whole surface of planting area, and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.8 INSTALLING SLOW-RELEASE WATERING DEVICE

- A. Provide one device for each tree.
- B. Place device on top of the mulch at base of tree stem and fill with water according to manufacturer's written instructions.

3.9 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, adjusting and repairing tree-stabilization devices, resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings.

- B. Fill in, as necessary, soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices when possible to minimize use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.10 REPAIR AND REPLACEMENT

- A. General: Repair or replace existing or new trees and other plants that are damaged by construction operations, in a manner approved by Engineer.
 - 1. Submit details of proposed pruning and repairs.
 - 2. Perform repairs of damaged trunks, branches, and roots within 24 hours, if approved.
 - 3. Replace trees and other plants that cannot be repaired and restored to full-growth status, as determined by Engineer.
- B. Remove and replace trees and shrubs that are more than 25 percent dead or in an unhealthy condition before the end of the corrections period or are damaged during construction operations that Engineer determines are incapable of restoring to normal growth pattern.
 - 1. Provide new trees of same size as those being replaced for each tree.
 - 2. Species of Replacement Trees: Same species being replaced.

3.11 CLEANING AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.
- C. Protect plants from damage due to landscape operations and operations of other contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- D. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

- E. At time of Substantial Completion, verify that tree-watering devices are in good working order and leave them in place. Replace improperly functioning devices.

3.12 MAINTENANCE SERVICE

- A. Maintenance Service for Trees and Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
1. Maintenance Period: 12 months from date of planting completion.
- B. Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in "Plant Maintenance" Article. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established, but for not less than maintenance period below:
1. Maintenance Period: 12 months from date of planting completion.

PART 4 - MEASUREMENT AND PAYMENT

Measurement of plants shall be calculated by the quantity of material placed in the work and within the payment limit lines and detailed on the plans which will be confirmed by the Owner's Representative.

The Contractor shall bid a Lump Sum Price (LS) for Plants. The Bid Price under this item shall include the cost of all labor, equipment, materials and transportation necessary to deliver and install plants as described in these Specifications and indicated on the plans.

Payment will be made in accordance with the following:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
329300	Plants	LS

END OF SECTION 329300

SECTION 334100 - STORM UTILITY DRAINAGE PIPING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Pipe and fittings.
 - 2. Manholes.
 - 3. Catch basins.
 - 4. Stormwater outlet control structures.
 - 5. Stormwater diverter structure.
 - 6. Pipe outlets.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Shop Drawings:
 - 1. Manholes: Include plans, elevations, sections, details, frames, and covers.
 - 2. Catch basins. Include plans, elevations, sections, details, frames, covers, and grates.
 - 3. Stormwater Outlet Control Structures: Include plans, elevations, sections, details, frames, covers, and grates.

1.4 DELIVERY, STORAGE, AND HANDLING

- A. Protect pipe, pipe fittings, and seals from dirt and damage.
- B. Handle manholes according to manufacturer's written rigging instructions.
- C. Handle catch basins according to manufacturer's written rigging instructions.

1.5 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
1. Notify Engineer no fewer than two days in advance of proposed interruption of service.
 2. Do not proceed with interruption of service without Engineer's written permission.

PART 2 - PRODUCTS

2.1 MANHOLES

A. Standard Precast Concrete Manholes:

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Diameter: 48 inches minimum unless otherwise indicated.
3. Base Section: 6-inch minimum thickness for floor slab and 6-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
4. Riser Sections: 6-inch minimum thickness, and lengths to provide depth indicated.
5. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated, and top of cone of size that matches grade rings.
6. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
7. Steps: Individual FRP steps; wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals.
8. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover, and height as required to adjust manhole frame and cover to indicated elevation and slope.

B. Manhole Frames and Covers:

1. Description: Ferrous; 24-inch ID by 7- to 9-inch riser with 4-inch-minimum width flange and 26-inch-diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "STORM SEWER."
2. Material: ASTM A 536, Grade 60-40-18 ductile iron designed for H-20 structural loading unless otherwise indicated.
3. Manufacturer and model number as indicated on drawings.

2.2 CATCH BASINS

A. Standard Precast Concrete Catch Basins:

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Base Section: 6-inch minimum thickness for floor slab and 6-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
3. Riser Sections: 6-inch minimum thickness, 48-inch by 26-inch square, and lengths to provide depth indicated.
4. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
5. Steps: Individual FRP steps, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals.

B. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for H-20, structural loading.

1. Size: As indicated on drawing.
2. Manufacturer and model number as indicated on drawing.

2.3 STORMWATER OUTLET CONTROL STRUCTURES

A. Stormwater Outlet Control Structures:

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Base Section: 6-inch minimum thickness for floor slab and 6-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
3. Riser Sections: 6-inch minimum thickness, 48-inch by 26-inch square, and lengths to provide depth indicated.
4. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
5. Steps: Individual FRP steps, wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals.

B. Frames and Grates: ASTM A 536, Grade 60-40-18, ductile iron designed for H-20, structural loading.

1. Size: As indicated on drawing.
2. Manufacturer and model number as indicated on drawing.

2.4 STORMWATER DIVERTER STRUCTURE

A. Stormwater Diverter Structure Precast Concrete Manhole:

1. Description: ASTM C 478, precast, reinforced concrete, of depth indicated, with provision for sealant joints.
2. Diameter: 48 inches minimum unless otherwise indicated.
3. Base Section: 6-inch minimum thickness for floor slab and 6-inch minimum thickness for walls and base riser section, and separate base slab or base section with integral floor.
4. Riser Sections: 6-inch minimum thickness, and lengths to provide depth indicated.
5. Top Section: Eccentric-cone type unless concentric-cone or flat-slab-top type is indicated, and top of cone of size that matches grade rings.
6. Joint Sealant: ASTM C 990, bitumen or butyl rubber.
7. Steps: Individual FRP steps; wide enough to allow worker to place both feet on one step and designed to prevent lateral slippage off step. Cast or anchor steps into sidewalls at 12- to 16-inch intervals.
8. Grade Rings: Reinforced-concrete rings, 6- to 9-inch total thickness, to match diameter of manhole frame and cover, and height as required to adjust manhole frame and cover to indicated elevation and slope.

B. Stormwater Diverter Structure Precast Concrete Manhole Frames and Covers:

1. Description: Ferrous; 24-inch ID by 7- to 9-inch riser with 4-inch-minimum width flange and 26-inch-diameter cover. Include indented top design with lettering cast into cover, using wording equivalent to "STORM SEWER."
2. Material: ASTM A 536, Grade 60-40-18 ductile iron designed for H-20 structural loading unless otherwise indicated.
3. Manufacturer and model number as indicated on drawings.

2.5 PIPE OUTLETS

- ### A. Head Walls: Rubble stone masonry with rip rap apron as indicated on drawings.

PART 3 - EXECUTION

3.1 EARTHWORK

- #### A. Excavation, trenching, and backfilling are specified in Section 312000 "Earth Moving."

3.2 PIPING INSTALLATION

- A. General Locations and Arrangements: Drawing plans and details indicate general location and arrangement of underground storm drainage piping. Location and arrangement of piping layout take into account design considerations. Install piping as indicated, to extent practical. Where specific installation is not indicated, follow piping manufacturer's written instructions.
- B. Install piping beginning at low point, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. Install gaskets, seals, sleeves, and couplings according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements.
- C. Install manholes for changes in direction unless fittings are indicated. Use fittings for branch connections unless direct tap into existing sewer is indicated.
- D. Install proper size increasers, reducers, and couplings where different sizes or materials of pipes and fittings are connected. Reducing size of piping in direction of flow is prohibited.
- E. Install gravity-flow, nonpressure drainage piping according to the following:
 - 1. Install piping pitched down in direction of flow.
 - 2. Install piping with 24-inch minimum cover unless otherwise indicated on drawing.
 - 3. Install PE corrugated sewer piping according to ASTM D 2321.

3.3 PIPE JOINT CONSTRUCTION

- A. Join gravity-flow, nonpressure drainage piping according to the following:
 - 1. Join corrugated PE piping according to ASTM D 3212 for push-on joints.

3.4 MANHOLE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C 891.
- C. Where specific manhole construction is not indicated, follow manhole manufacturer's written instructions.
- D. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere unless otherwise indicated.

3.5 CATCH BASIN INSTALLATION

- A. Construct catch basins to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.6 STORMWATER INLET AND OUTLET INSTALLATION

- A. Construct inlet headwalls, aprons and side of reinforced concrete, as indicated.
- B. Construct rip rap, as indicated.
- C. Install outlets that spill onto grade, anchored with concrete, where indicated.
- D. Install outlets that spill onto grade, with a headwall that matches pipe, where indicated.
- E. Construct energy dissipaters at outlets, as indicated.

3.7 STORMWATER OUTLET CONTROL STRUCTURE INSTALLATION

- A. Construct stormwater outlet control structure to sizes and shapes indicated.
- B. Set frames and grates to elevations indicated.

3.8 STORMWATER DIVERTER STRUCTURE INSTALLATION

- A. General: Install manholes, complete with appurtenances and accessories indicated.
- B. Install precast concrete manhole sections with sealants according to ASTM C891.
- C. Where specific manhole construction is not indicated, follow manhole manufacturer's written instruction.
- D. Set tops of frames and covers flush with finished surface of manholes that occur in pavements. Set tops 3 inches above finished surface elsewhere unless otherwise indicated.

3.9 CONCRETE PLACEMENT

- A. Place cast-in-place concrete according to ACI318.

3.10 CONNECTIONS

- A. Make connections to existing piping and underground manholes.
 - 1. Make connections to existing underground manholes and structure by cutting into existing unit and creating an opening large enough to allow 3 inches of concrete to be packed around entering connection. Cut end of connection pipe passing through pipe or structure wall to conform to shape of and be flush with inside wall unless otherwise indicated on outside of pipe, manhole, or structure wall, encase entering connection in 6 inches of concrete for minimum length of 12 inches to provide additional from connection to undisturbed ground.
 - a. Use concrete that will attain a minimum 28-day compressive strength of 3000 psi unless otherwise indicated.
 - b. Use epoxy-bonding compound as interface between new and existing concrete and piping materials.
 - 2. Protect existing piping, manholes, and structures to prevent concrete or debris from entering while making tap connections. Remove debris or other extraneous material that may accumulate.

3.11 CLOSING ABANDONED STORM DRAINAGE SYSTEMS

- A. Abandoned Piping: Close open ends of abandoned underground piping indicated to remain in place. Include closures strong enough to withstand hydrostatic and earth pressures that may result after ends of abandoned piping have been closed. Use either procedure below:
 - 1. Close open ends of piping with at least 8-inch-thick, brick masonry bulkheads.
 - 2. Close open ends of piping with threaded metal caps, plastic plugs, or other acceptable methods suitable for size and type of material being closed. Do not use wood plugs.
- B. Abandoned manholes and structures: Excavate around manholes and structures as required and use one procedure below:
 - 1. Remove manhole or structure and close open ends of remaining piping.
 - 2. Remove top of manhole or structure down to at least 36 inches below final grade. Fill to within 12 inches of top with stone, rubble, gravel, or compacted dirt. Fill to top with concrete.
- C. Backfill to grade according to Section 312000 "Earth Moving".

3.12 CLEANING

- A. Clean interior of piping of dirt and superfluous materials.

PART 4 - MEASUREMENT AND PAYMENT

The unit price bid for each of these items shall include the cost of all labor, material inclusive of all fittings and gaskets, equipment and transportation for the complete installation of each respective item. Said prices shall also include all material, excavation, bedding, backfill and compaction and other expenses necessary for the proper and complete installation of same in accordance with Contract Plans and these Specifications. Payment will be made for the number of linear feet measured to the nearest foot and along the centerline of the pipe installed in accordance with the Contract Plans and Specifications or at the direction of the Owner's Representative. Measurement of fittings will be if it were for an identical length of pipe.

The Contractor shall bid a unit price per Linear Foot of the following items:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
334100-A	15" HDPE Pipe and Fittings	LF
334100-B	18" HDPE Pipe and Fittings	LF
334100-C	24" HDPE Pipe and Fittings	LF
334100-D	30" HDPE Pipe and Fittings	LF

END OF SECTION 334100