

TOWN OF AMENIA

Dutchess County, New York

Request for Bid

EAST MAIN STREET

STREETSCAPE IMPROVEMENT PROJECT

Town of Amenia Town Board

William Flood, Supervisor

Vicki Doyle, Member

Gretchen Hitselberger, Member

Victoria Perotti, Member

Darlene Riemer, Member

Prepared By:

Taconic Site Design & Landscape Architecture

99 Rossway Road

Pleasant Valley, NY 12569

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SCALE: 1" = 40'

GENERAL NOTES:

- UNLESS OTHERWISE NOTED, ALL WORK SHALL BE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS, CONSTRUCTION AND MATERIALS OF LATEST REVISION AS PUBLISHED BY THE OFFICE OF ENGINEERING, NEW YORK STATE DEPARTMENT OF TRANSPORTATION.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD PRIOR TO DEMOLITION AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR RESOLUTION.
- THE SUBSURFACE INFORMATION SHOWN HEREON IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITY LINES WHETHER IN PUBLIC RIGHT-OF-WAY, IN EASEMENTS, OR IN PRIVATE PROPERTY PRIOR TO STARTING ANY EXCAVATION AND BE RESPONSIBLE FOR SAME.
- THE LOCATION, SIZE, DEPTH AND COMPLETENESS OF INFORMATION OF EXISTING UTILITIES ARE NOT GUARANTEED. THE CONTRACTOR IS REQUIRED TO CALL DG SAFELY NEW YORK (800-452-7262). THE CONTRACTOR SHALL VERIFY ACTUAL LOCATIONS BY EXCAVATION TEST PITS TO DETERMINE ACTUAL CONDITIONS, AND TO DETERMINE WHICH UTILITY COMPANIES HAVE ACTIVE AND/OR ABANDONED LINES IN THE AREA OF WORK. CONTRACTOR SHALL NOTIFY UTILITIES FOR FIELD MARKING IN ADVANCE OF SITE DISTURBANCE.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE LANDSCAPE ARCHITECT AND/OR TOWN REPRESENTATIVES SHOULD UTILITIES INTERFERE WITH THE SCOPE OF WORK.
- EXISTING LINES SHOULD THEY EXIST, ARE TO BE PROTECTED AND MAINTAINED DURING THE PROJECT. IF ANY EXCAVATION IS TO BE DONE IN THE VICINITY OF THE EXISTING LINES, HAND TOOLS SHALL BE USED TO DETERMINE THEIR EXACT LOCATION. IF ANY DEPTH COVERS ARE TO BE USED OR LOWERED, ANY EXPOSED CABLE SHOULD BE PROTECTED FROM FALLING DEBRIS BY WOOD SHEATHING OF TWO (2) INCHES NOMINAL THICKNESS.
- AN EMERGENCY ACCESS ROUTE MUST BE MAINTAINED FOR EMERGENCY VEHICLES AT ALL TIMES.
- THE MAINTENANCE AND PROTECTION OF TRAFFIC FOR BOTH PEDESTRIANS AND VEHICLES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. ALL MAINTENANCE DEVICES INCLUDING, BUT NOT LIMITED TO BARRICADES, STREET PLATES, LIGHTS AND WARNING SIGNALS, SHALL BE CONSTRUCTED AND EXECUTED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF NYSDOT STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL. THE CONTRACTOR MUST MAINTAIN PUBLIC ACCESS TO THE PARK AT ALL TIMES.

- ALL DAMAGE TO PUBLIC OR PRIVATE FACILITIES CAUSED BY THE CONTRACTOR'S OPERATION SHALL BE REPAIRED TO THE SATISFACTION OF THE OWNER AT THE CONTRACTOR'S EXPENSE.
 - ALL DISTURBED OR DAMAGED AREAS SHALL BE RESTORED AND/OR REPLACED TO MATCH OR EXCEED PREEXISTING CONDITIONS, AND COMPLY WITH ANY APPLICABLE CONTRACT DETAILS.
 - ALL COMMUNICATION AND COORDINATION MEETINGS RELATIVE TO THIS PROJECT BETWEEN THE CONTRACTOR AND ANY AGENCY, UTILITY, OR ORGANIZATION SHALL BE CONDUCTED BY AND THROUGH TOWN REPRESENTATIVES.
 - THE CONTRACTOR SHALL STUDY THE INTERRELATIONSHIP OF ALL THE VARIOUS ELEMENTS OF THE CONSTRUCTION SHOWN ON THE VARIOUS DRAWINGS AND SHALL COORDINATE CONSTRUCTION OPERATIONS ACCORDINGLY. ANY CONFLICTS WHICH MAY BECOME APPARENT FROM THE COORDINATION STUDY SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR PROMPT RESOLUTION.
 - THE CONTRACTOR SHALL VISIT THE SITE AND BE RESPONSIBLE FOR HAVING RECORDED ALL CONDITIONS WITHIN THE SCOPE OF WORK OF THE PROJECT. NO CLAIMS FOR EXTRA COMPENSATION BASED ON IGNORANCE OF VISIBLE OR IMPLIED CONDITIONS WILL BE CONSIDERED.
 - THE CONTRACTOR SHALL COORDINATE ALL WORK RELATING TO CONNECTION OF THE PROPOSED WATER SERVICE LINE WITH THE REGULATOR DIRECTOR.
- SCOPE OF WORK:**
- Furnish and Install Bench Pod A, Bench Pod B and Bench Pod C.
- Deliver ten (10) cast stone planters provided by OWNER from storage site* to project site and install each bench at described location.
- Deliver ten (3) benches provided by OWNER from storage site* to project site and install each bench at described location.
- Fit ten (10) planters with drainage / planting media per detail.
- Furnish and/or plant street trees, screening trees, shrubs and mulch.
- *The product storage site is located as Amenia Town Hall 4888 Route 22, Amenia, NY.

LAYOUT & DIMENSIONS:

- WRITTEN DIMENSIONS SHALL PREVAIL.
 - THE CONTRACTOR SHALL STAKE OUT THE LAYOUT PLAN IN THE FIELD AND HAVE SUCH STAKING APPROVED BY THE LANDSCAPE ARCHITECT AND THE TOWN OF NEW CASTLE PRIOR TO COMMENCING CONSTRUCTION.
 - ALL LAYOUT DISCREPANCIES SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT FOR PROMPT RESOLUTION.
 - ALL EXISTING UTILITIES SHALL BE ADJUSTED TO FINAL GRADE AS REQUIRED.
 - EXISTING PAVEMENT TO BE REMOVED SHALL BE SAWCUT IN A TRUE, STRAIGHT LINE WHERE IT IS BOUNDED BY NEW PAVEMENT.
 - ALL MANHOLES SHALL BE (W/9) NINETY DEGREES UNLESS OTHERWISE NOTED.
- CONSTRUCTION NOTES:**
- ALL MATERIALS, CONSTRUCTION METHODS & WORKMANSHIP SHALL CONFORM WITH STANDARD DETAILS AND SPECIFICATIONS OF THE NYS DOT UNLESS NOTED OTHERWISE.
 - CONCRETE SHALL BE CLASS A PORTLAND CEMENT 4,000 P.S.I. UNLESS NOTED OTHERWISE.
 - THE CONTRACTOR SHALL NOTIFY THE TOWN OF NEW CASTLE TEN DAYS PRIOR TO COMMENCING CONSTRUCTION. NO BUILDING PERMIT SHALL BE ISSUED UNLESS THE CONTRACTOR HAS ON FILE WITH THE TOWN OF NEW CASTLE ALL INSURANCE AND WORKMANSHIP COMPENSATION AS REQUIRED BY LAW IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE TOWN. ALL APPLICABLE PERMITS MUST BE OBTAINED PRIOR TO COMMENCING WORK.
 - EXISTING UTILITY MANHOLES, VALVES, CAPS, PLATES OR SURFACE INLETS SHALL BE ADJUSTED TO MEET PROPOSED GRADES.
 - ALL EXISTING AND/OR PROPOSED SURFACE WATER FLOW SHALL BE MAINTAINED SO AS NOT TO CAUSE ANY FLOODING CONDITION ABUTTING OR ADJACENT TO THIS PROPERTY.
 - THE CONTRACTOR SHALL REPLACE ANY MISSING, BROKEN, OR EXISTING CURB, SIDEWALK OR ROADWAY DAMAGED DURING CONSTRUCTION BY THE CONTRACTOR AND REPAIR AS DIRECTED BY THE TOWN AND/OR LANDSCAPE ARCHITECT AT NO ADDITIONAL COST TO THE TOWN.
 - ALL NEW PAVEMENTS SHALL MEET EXISTING PAVEMENTS SMOOTHLY AND EVENLY WITH NO TRIP HAZARD.

DEMOLITION:

- ALL MATERIALS TO BE REMOVED SHALL BE REMOVED IN THE WORK THE SAME AS IF SPECIFIED, DETAILED AND ON THE DRAWINGS.
- THE LANDSCAPE ARCHITECT AND THEIR CONSULTANTS SHALL HAVE NO RESPONSIBILITY FOR THE DISCOVERY, PRESENCE, HANDLING, REMOVAL OR DISPOSAL OF, OR EXPOSURE TO HAZARDOUS MATERIALS IN ANY FORM AT THE PROJECT SITE.
- THE CONTRACTOR IS RESPONSIBLE FOR THE PROPER DISPOSAL OF ALL MATERIALS TO BE REMOVED. THE TOWN RESERVES THE RIGHT TO SALVAGE ANY AND/OR ALL MATERIALS PRIOR TO REMOVAL.

EROSION & SEDIMENT CONTROL:

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH "NEW YORK STATE STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL" AUGUST 2005 EDITION.
- THE CONTRACTOR SHALL KEEP THE ROADWAYS WITHIN THE PROJECT AREA CLEAR OF SOIL AND DEBRIS AND IS RESPONSIBLE FOR ANY STREET CLEANING NECESSARY, AS A RESULT OF THE PROJECT CONSTRUCTION, DURING THE COURSE OF THE PROJECT.

GRADING & DRAINAGE:

- THE MINIMUM PITCH ON ALL PAVEMENTS SHALL BE 1/4" PER FOOT UNLESS NOTED OTHERWISE IN THE DRAWINGS. THE CONTRACTOR SHALL IDENTIFY ANY PROBLEM AREAS AS RELATED TO GRADING AND DRAINAGE AND BRING THEM TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO THE SETTING OF GRADES AND DRAINAGE.

SEEDING NOTES:

- THE CONTRACTOR SHALL RAKE AND SEED ALL DISTURBED AREAS UPON COMPLETION OF CONSTRUCTION.

MISCELLANEOUS:

- THE CONTRACTOR SHALL HAVE ALL APPROPRIATE INSURANCE INCLUDING WORKMAN'S COMPENSATION IN ACCORDANCE WITH THIS CONTRACT DOCUMENT.
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE CODES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RESTORATION OF ALL DISTURBED AREAS UPON COMPLETION OF THE WORK.
- WHERE TREE ROOTS ARE ENCOUNTERED IN AREAS OF CONSTRUCTION, CARE MUST BE TAKEN TO AVOID PERMANENT DAMAGE. WHEN WORKING NEAR TREES, THE FOLLOWING ITEMS WILL BE REQUIRED:
 - IF THE WORKING AREA IS WITHIN 4' OF A 1" DIAMETER OR LARGER TREE, TRUNKING OR HAND EXCAVATION UNDER ROOTS IS REQUIRED.
 - EXPOSED ROOTS SHALL BE CLEAN CUT.
 - COVERED AND KEPT DAMP AT ALL TIMES.
- CONTRACTOR TO BE PROTECTIVE OF EXISTING UTILITY POLES AND OVERHEAD WIRES DURING CONSTRUCTION.

PLANT SCHEDULE

Qty	Latin Name	Common Name	Size	Comments
9	<i>Thuja occidentalis 'Walker Brown'</i>	Tsuga Gold Arborvitae	6'-2" ht. 8-8B	Full to ground
4	<i>Acer rubrum 'October Glory'</i>	October Glory Red Maple	3" Cal.	Heavy, Symm
2	<i>Crataegus 'lavalley'</i>	Lavallee Hawthorn	10'-12" HT.	Single straight trunk
1	<i>Malus sargentina</i>	Sargent Crabapple	2" Cal.	Full
1	<i>Cornus florida 'rubra'</i>	Pink Flowering Dogwood	2" Cal.	Single straight trunk
9	<i>Rhus aromatica 'Cryo-Blue'</i>	Cryo-Blue Sumac	6'-8" ht.	
9	<i>Juniperus scopulorum 'Moenlow'</i>	Moenlow Juniper	6'-2" ht. 8-8B	Full to ground

NOTES

PROJECT: AMENIA STREETSCAPE IMPROVEMENT PROJECT
EAST MAIN STREET (NYS ROUTE 343) BETWEEN ROUTE 22 AND MECHANIC STREET

OWNER: Town of Amenia
4888 Route 22
Amenia, NY 12501

DESIGNED BY: Taconic
Site Design & Landscape Architecture
89 HORSBURY ROAD
ROSELAND, NJ 07068
TEL: 908-686-4461

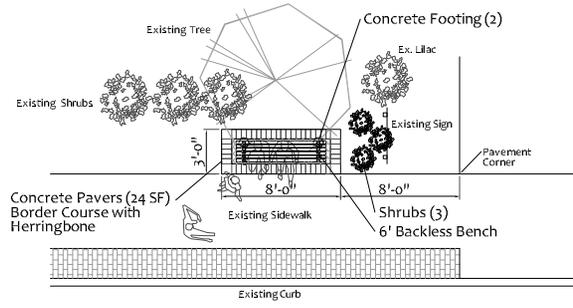
PLAN PREPARED BY: Taconic
Site Design & Landscape Architecture
89 HORSBURY ROAD
ROSELAND, NJ 07068
TEL: 908-686-4461

Title: SITE PLAN

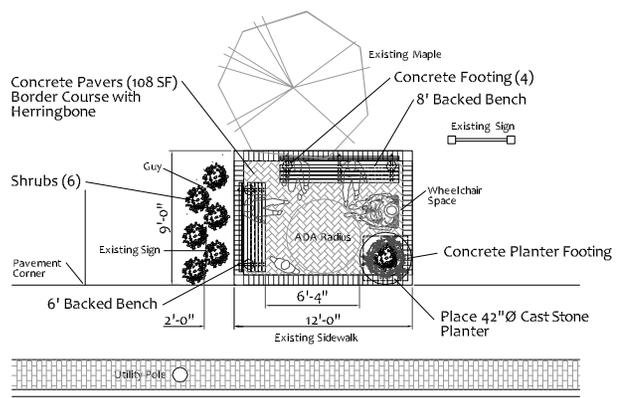
Revision	Date

Date: 07/30/13
Job No.: 13-03
Sheet Number:

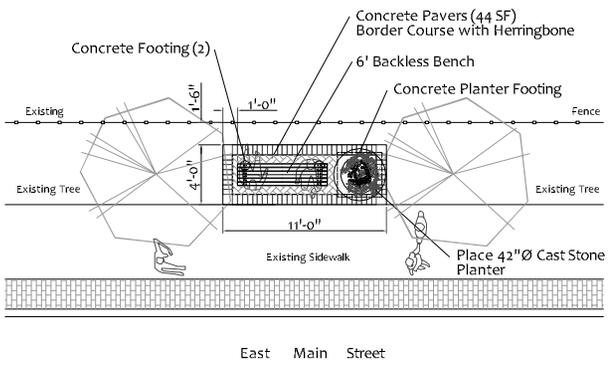
L-100



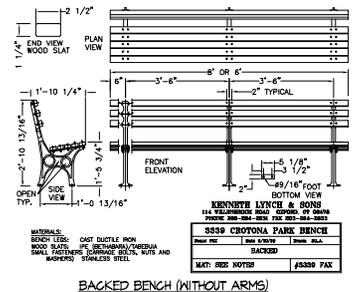
ENLARGED PLAN (BENCH A)
SCALE: 1/4" = 1'-0"



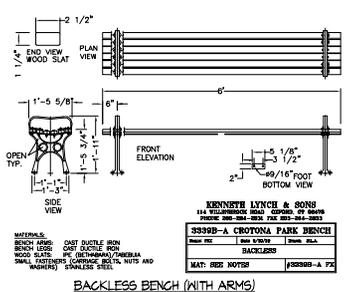
ENLARGED PLAN (BENCH B)
SCALE: 1/4" = 1'-0"



ENLARGED PLAN (BENCH C)
SCALE: 1/4" = 1'-0"



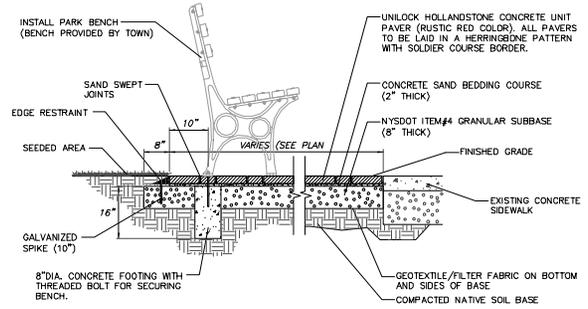
BACKLESS BENCH (WITHOUT ARMS)



BACKLESS BENCH (WITH ARMS)

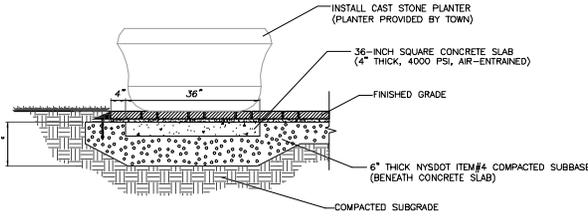
* BENCHES TO BE PROVIDED BY TOWN OF AMENIA.
** CONTRACTOR TO COORDINATE CONSTRUCTION OF BENCH PADS AND INSTALL BENCHES.

BENCH DETAILS
Not to Scale

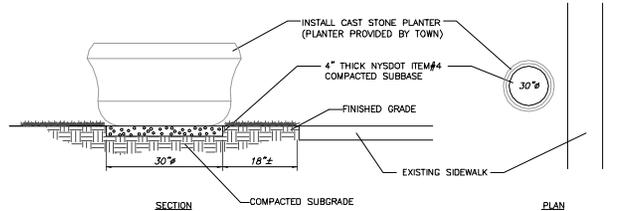


- NOTES:
1. PRE-CAST CONCRETE UNIT PAVES TO BE CAMBRIDGE KINGS COURT 4X8 HOLLAND (2-3/8" THICK) AS MANUFACTURED BY CAMBRIDGE PAVINGSTONES (LYNDHURST, NJ).
2. COLOR: XXXXXX
3. CONTRACTOR TO COORDINATE LOCATIONS OF CONCRETE BENCH FOOTINGS WITH BENCH SPECS.
4. TWO (2) CONCRETE FOOTINGS ARE REQUIRED FOR EACH BENCH. ONLY BACK LEGS ARE TO BE SECURED TO CONCRETE FOOTING.

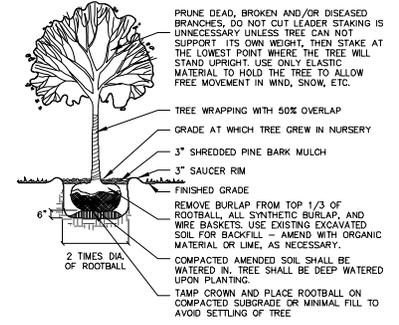
CONCRETE PAVES BENCH PAD DETAIL
Not to Scale



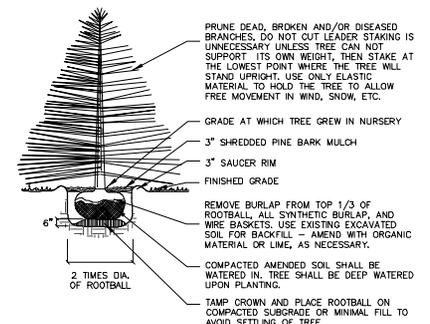
CONCRETE PLANTER FOOTING (FOR UNIT PAVES PAD LOCATIONS) DETAIL
Not to Scale



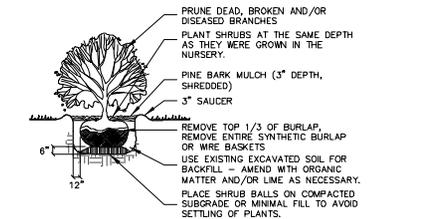
CONCRETE PLANTER FOOTING (IN GRASS AREAS) DETAIL
Not to Scale



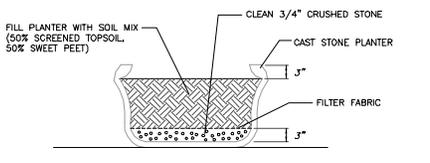
DECIDUOUS TREE PLANTING DETAIL
Not to Scale



EVERGREEN TREE PLANTING DETAIL
Not to Scale



SHRUB PLANTING DETAIL
Not to Scale



PLANTER GROWING MEDIUM DETAIL
Not to Scale

PROJECT: AMENIA STREETSCAPE IMPROVEMENT PROJECT
EAST MAIN STREET (NY 905 ROUTE 840) BETWEEN ROUTE 22 AND MECHANIC STREET

OWNER: Town of Amenia
4808 Route 22
Amenia, NY 12501

UNLICENSED ALTERNATE AS SHOWN TO THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ALL INFORMATION AND FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

PLAN PREPARED BY: Taconic
Site Design & Landscape Architecture
88 ROSSWAY ROAD
ROSELAND, NJ 07068
TEL: 908-488-6461

TITLE: ENLARGED PLANS AND DETAILS

Revision	Date

Date: 07/30/13
Job No.: 13-03

Sheet Number: L-500

ADVERTISED: Thursday August 8, 2013 (FOR ONE DAY ONLY) in the official newspaper of the Town of Amenia.

NOTICE TO BIDDERS

PLEASE TAKE NOTICE that the Town Board, Town of Amenia, Dutchess County, New York will be accepting separate sealed bids for the **East Main Street Streetscape Improvement Project** at the TOWN OF AMENIA TOWN CLERK'S OFFICE, at **Amenia Town Hall, 4988 Route 22, Amenia, NY 12501 no later than Friday, August 23, 2013 at 10:00 a.m.**, at which time all bids will be opened and publicly read aloud. The work includes:

- Installation of 4 concrete unit paver park bench pads
- Installation of 5 park benches (benches supplied by Town)
- Placement of 10 cast stone planters (planters supplied by Town)
- Landscaping in the hamlet of Amenia

All work shall be performed in accordance with the specifications prepared by the landscape architectural consultant for the Town, Taconic Site Design & Landscape Architecture. Any questions may be directed to Taconic Site Design & Landscape Architecture by fax to 270-596-2393, or by e-mail to pk@TaconicSiteDesign.com, before August 16, 2013 at 10:00 a.m.

All proposals shall be sealed in an envelope and clearly marked "PROPOSAL FOR EAST MAIN STREET STREETSCAPE IMPROVEMENT PROJECT" with bid opening date on the envelope. The Information for Bidders, Bid Specifications and other contract documents may be reviewed at the Town Clerk's office or provided by the Town Clerk as a .pdf file on a compact disc, or may be downloaded at <http://www.ameniany.gov>.

A pre-bid meeting will be held on Tuesday, August 13, 2013 at 10:00 a.m. at Fountain Square, located at the corner of Routes 22 and 343 in the hamlet of Amenia.

OWNERS RIGHTS RESERVED:

The Town of Amenia, hereinafter called the Owner, reserves the right to reject any or all Bids and to waive any formality or technicality in any Bid in the interest of Owner.

BY ORDER OF THE TOWN BOARD

DAWN MARIE KLINGNER

TOWN CLERK

INSTRUCTIONS TO BIDDERS

1 BIDDERS should read all documents contained in the bid specifications.

2 DEFINED TERMS

The term "Bidder" means one who submits a Bid directly to the OWNER, as distinct from a sub-bidder, who submits a bid to a Bidder.

The term "Successful Bidder" means the lowest, qualified, responsible, and responsive Bidder to whom OWNER (on the basis of the OWNER's evaluation as hereinafter provided) makes an award.

The term "Bidding Documents" includes the NOTICE TO BIDDERS, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

The term "OWNER" means the OWNER of Amenia, NY.

The term "Landscape Architect" means Taconic Site Design & Landscape Architecture, the OWNER's professional consultant.

3 COPIES OF BIDDING DOCUMENTS

Complete sets of the Bidding Documents as stated in the NOTICE TO BIDDERS may be obtained from the OWNER as stated in the NOTICE TO BIDDERS.

Complete sets of Bidding Documents must be used in preparing Bids; neither OWNER nor LANDSCAPE ARCHITECT assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

The OWNER and LANDSCAPE ARCHITECT in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

4 BIDDER RESPONSIBILITIES

It is responsibility of each Bidder before submitting a Bid to:

Examine and carefully study the Bidding Documents, including any Addenda and the other related data identified in the Bidding Documents;

Visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

Become familiar with and satisfy Bidder as to all Federal, State, and local Laws and Regulations that may affect cost, progress, or performance of the Work;

Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

Become aware of the general nature of the work to be performed at the Site that relates to the Work as indicated in the Bidding Documents;

Correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

Promptly give LANDSCAPE ARCHITECT written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by LANDSCAPE ARCHITECT is acceptable to Bidder; and

Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

Bidders are responsible for submitting their bids to the appropriate location at or prior to the time indicated in the specifications. **No bids will be accepted after the designated date and time indicated in the NOTICE TO BID.** Registered mail be used to submit bids so long as bids are received by the designated date and time. Delay in mail delivery is not an exception to the receipt of a bid.

5 QUESTIONS OR CLARIFICATIONS

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to LANDSCAPE ARCHITECT at

Taconic Site Design & Landscape Architecture
99 Rossway Road
Pleasant Valley, NY 12569

or via email to pk@taconicsitedesign.com. Such questions must be in the possession of the Taconic Site Design no later than the date and time listed in the NOTICE TO BIDDERS. Verbal questions will not be entertained.

6 PRE-BID CONFERENCE

A Pre-Bid Conference will be held on/at the date, time and place described in the NOTICE TO BIDDERS. Representatives of the OWNER and LANDSCAPE ARCHITECT will be present to discuss the Project. Bidders are encouraged to attend and participate in the pre-bid conference. LANDSCAPE ARCHITECT will transmit to all prospective Bidders of record such Addenda as LANDSCAPE ARCHITECT considers necessary in response to questions arising at the pre-bid conference. Oral statements may not be relied upon and will not be binding or legally effective.

7 **Bidders shall indicate, on the outside of their sealed bid, the following information:**

1. **PROJECT TITLE - "EAST MAIN STREET STREETScape IMPROVEMENT PROJECT"**
2. **BIDDER NAME**

Failure to do so may result in rejection of the bid as being unresponsive.

8 **The following forms are necessary to be submitted as a bid, as well as any additional forms requested in the detailed specifications:**

1. **Bid Proposal Form, completed, SIGNED AND DATED.**
2. **Non-Collusion Bidding Certification, completed, SIGNED AND DATED.**

CONTRACTOR is reminded that Prevailing Wages apply to this bid.

It is not necessary to submit the technical specifications with the bid.

PLEASE DO NOT SUBMIT THE TECHNICAL SPECIFICATIONS WITH YOUR BID.

Specifications should be retained by the bidder for their records.

9 **Bidders must submit ONE (1) ORIGINAL and SEVEN (7) COPIES OF THEIR BIDS.** The original must be clearly marked as ORIGINAL. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected.

10 **BIDDER QUALIFICATIONS**

To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit at the OWNER's request written evidence, such as financial data, previous experience, present commitments and other such data as may be called for below (or in the Supplementary Instructions). Each bid must contain evidence of Bidder's qualification to do business in the state where the project is located or covenant to obtain such qualification prior to award of the contract. All bidders shall submit a description of no less than three (3) similar projects successfully completed by said bidder within the last three (3) years. The bidder shall also include the name of the individual in charge of the project, along with current contact information (phone and e-mail) of said individual and the name of the entity or agency for which the projects were performed. By providing this information, the bidder expressly acknowledges and agrees that the OWNER or LANDSCAPE ARCHITECT, on behalf of the OWNER, may contact any or all of the individuals, entities and/or agencies provided by bidder regarding the project and their respective satisfaction with the bidder's performance of the work.

11 **SAMPLES**

Samples may be requested by the OWNER for the purpose of product evaluation. It is understood that **samples will be provided at no charge** to the OWNER and will be returned, when requested, within 30 days after the evaluation is completed, at the expense of the vendor. All samples left longer than 30 days after the evaluation period will be discarded.

12 SEALED BIDS

Sealed bids for **EAST MAIN STREET STREETScape IMPROVEMENT PROJECT**, will be received in the TOWN CLERK'S OFFICE, 4988 ROUTE 22, AMENIA, NY, on or before **10:00 am on Friday August 23, 2013** and at that time and place, bids will be publicly opened and read aloud. Specifications and bid forms are attached hereto.

13 BID FORM

Unit Price - Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule. The total of all estimated prices will be determined as the sum of the products of the estimated quantity of each item and the unit price Bid for the item. The final quantities and Contract Price will be determined in accordance with the General Conditions.

Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

The Bid Form is included with the Bidding Documents. Additional copies may be obtained upon request.

All blanks on the Bid Form must be completed by printing in ink or by typewriter. The Bid Form must be signed and dated.

Bids by corporations must be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

All names must be printed or typed below the signature.

The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form), if applicable.

14 NON-COLLUSIVE BIDDER CERTIFICATION

All Bidders are required to complete a Non-Collusive Bidder Certification.

A Bid by an individual shall show the Bidder's name and official address.

A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid form. The official address of the joint venture must be shown below the signature.

A-Bid by a corporation shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract.

Bidder's state CONTRACTOR license number, if applicable, shall also be included on the Bid Form.

15 SALES AND USE TAXES

The OWNER is exempt from New York State Sales Tax and Use Taxes on materials and equipment to be incorporated in the work

Said taxes shall not be included in the Contract Price.

16 DISCREPANCIES

Should the bidder find discrepancies or omissions in the specifications, he shall notify the LANDSCAPE ARCHITECT, at once. The OWNER or LANDSCAPE ARCHITECT will not assume responsibility for any oral instructions, or interpretations of meaning of the specifications or other contract documents to any bidder by any person or persons.

17 AUTHORIZED CHANGES

The OWNER and LANDSCAPE ARCHITECT, shall be the only one authorized to make changes or alterations to anything contained in these specifications. Such changes shall be in writing to all interested vendors clearly indicating the change or alterations.

18 OFFICIAL BID DOCUMENTS

The OWNER officially distributes bidding documents from the OWNER OF AMENIA OWNER CLERK'S OFFICE and on the OWNER website at <http://www.ameniany.gov>. Copies of bidding documents obtained from any other source are not considered official copies. Only those vendors who obtain bidding documents from the OWNER OF AMENIA OWNER CLERK'S OFFICE will be sent addendum information, if such information is issued. If you have obtained this document from a source other than the OWNER OF AMENIA OWNER CLERK, it is recommended that you obtain an official copy from the OWNER OF AMENIA OWNER CLERK.

19 All bids shall be made out on the Bid Forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the NYS General Municipal Law.

20 No bidder may withdraw a bid within THIRTY (30) days after the actual date of the bid opening.

21 Upon acceptance of any bid, the successful bidder shall execute a contract, in accordance with the specifications, with the OWNER.

22 PREVAILING WAGES

Bidders who are required to adhere to the prevailing wage schedule shall obtain and maintain a current schedule from the New York State Department of Labor for the entire term of the contract.

The OWNER may audit adherence to this schedule at any time during or after the contract period.

23 SUBSTITUTE OR "OR EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. For both the base bid and non-base bid items (if used in the Contract) whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by the CONTRACTOR if acceptable to the LANDSCAPE ARCHITECT, application for such acceptance will not be considered by the LANDSCAPE ARCHITECT until after the Effective Date of the Agreement. The procedure for submission of any such application by the CONTRACTOR and consideration by the LANDSCAPE ARCHITECT is set forth in the General Requirements.

24 AWARD OF CONTRACT

The OWNER reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced, or conditional Bids. Also, the OWNER reserves the right to reject the Bid of any Bidder if the OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the OWNER. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written amounts and numerical symbols shall be resolved in favor of the written amounts.

In evaluating Bids, the OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such Alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

The OWNER may consider as irregular any Bid on which there is an addition to, alteration of, or departure from the Bid Form hereto attached, and at its option, may reject same.

The OWNER may consider the qualifications and experience of SUBCONTRACTOR, Suppliers, and other persons and organizations proposed for those portions of the work as to which the identity of SUBCONTRACTOR, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. The OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment to be submitted prior to the Notice of Award.

The OWNER may conduct such investigations as the OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed SUBCONTRACTOR, Suppliers and other persons and organizations to perform and furnish the work in accordance with the Contract Documents to OWNER's satisfaction within the prescribed time.

The OWNER reserves the right to award this project to the lowest responsible bidder on the basis of the Base Bid and any combination of the Add/ Alternates.

If the contract is to be awarded, the OWNER will give the Successful Bidder a Notice of Award within THIRTY (30) days after the day of the Bid opening.

The OWNER reserves the right to award any one or all improvements included in this Bid Document dependent upon available funding.

More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all bids in which that Bidder has an interest.

25 CONTRACT TIME

The numbers of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract time) are set forth in the Bid Form and the Agreement.

26 SIGNING OF AGREEMENT

When the OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within seven days thereafter, the CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to the OWNER with the required Bonds. Within five days thereafter, the OWNER shall deliver one fully signed counterpart to the CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Contract Documents with appropriate identification.

27 SUBCONTRACTORS, SUPPLIERS, AND OTHERS

If the Supplementary Conditions require the identity of certain SUBCONTRACTOR, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to the OWNER in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to the OWNER a list of all such SubCONTRACTOR, Suppliers, and other persons and organizations proposed for those portions of the work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such SubCONTRACTOR, Supplier, person or organization, if requested by the OWNER. If the OWNER or LANDSCAPE ARCHITECT after due investigation has reasonable objection to any proposed SubCONTRACTOR, Supplier, other person or organization, OWNER may before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute to be selected by Bidder without an increase in Bid price.

If the apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder that proposes to use acceptable SubCONTRACTOR, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any SubCONTRACTOR, Suppliers, other person or organization listed and to whom the OWNER or LANDSCAPE ARCHITECT does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to the OWNER and LANDSCAPE ARCHITECT subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06.B of the General Conditions.

In contracts where the Contract Price is on the basis of Cost of the Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to the OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the work with the OWNER's written consent.

No CONTRACTOR shall be required to employ any SubCONTRACTOR, Supplier, other person or organization against whom CONTRACTOR has reasonable objection.

28 MINORITY AND WOMEN'S BUSINESS ENTERPRISES — EQUAL EMPLOYMENT OPPORTUNITY PROGRAM

The CONTRACTOR shall act in accordance with Federal and State Minority and Women owned Business Enterprise- Equal Employment Opportunity (MWBE-EEO) laws and regulations governing this project. The CONTRACTOR will be required to provide opportunities for minority and women-owned business participation, and maintain such records and take such actions necessary to demonstrate compliance in the performance of the project.

The established MWBE-EEO goals herein shall be in conformance with NYS Executive Law, Article 15A and additional applicable federal requirements. The CONTRACTOR agrees to make documented good faith efforts to utilize at least 6% of the dollar value of the contract to Minority Business Enterprises (MBE) and at least 6% of such value to

Women's Business Enterprises (WBE) for construction contracts over \$100,000. For service contracts over \$25,000, the CONTRACTOR agrees to make documented good faith efforts to utilize at least 8.8% of the dollar value of the contract to Minority Business Enterprises and at least 8.8% of such value to Women's Business Enterprises. The

CONTRACTOR is also required to undertake efforts to utilize at least 10% minority employees and at least 10% female employees in the workforce associated with the construction and/or service contract. Failure to attain these objectives or demonstrate good faith efforts to do so may lead to appropriate actions by the SRF recipient.

Within ten days following the execution of a prime contract, the CONTRACTOR shall submit to the SRF recipient's Minority Business Officer an MWBE-EEO Utilization Plan. The utilization plan is a detailed description of each of the subcontract services to be provided by NYS Certified MBE and/or WBE firms as well as an estimated dollar amount of each subcontract.

The SRF recipient's Minority Business Officer shall review and, if it clearly delineates methods to achieve the established MWBE-EEO goals, approve the CONTRACTOR's utilization plan within ten working days after receipt of such plan. A notice of deficiency will be issued for utilization plans which do not demonstrate compliance with Article 15A and applicable federal requirements. A notice of deficiency will include (i) the name of any firm which is not acceptable for the purpose of complying with the MWBE participation goals and the reasons why it is unacceptable; (ii) elements of the contract scope that the SRF recipient's Minority Business Officer has determined can be reasonably structured by the prime CONTRACTOR to increase the likelihood of participation in the contract by MBE and/or WBE firms; and (iii) other information which the SRF recipient determines to be relevant to the utilization plan.

The CONTRACTOR shall submit a request for waiver if it cannot achieve the MWBE-EEO goals. The CONTRACTOR will be required to submit documentation that will enable the SRF recipient's Minority Business Officer to make a determination in accordance with the good faith effort criteria set forth in the Executive Law, Article 15A, and applicable federal requirements.

Failure by the CONTRACTOR to submit and receive approval from the SRF recipient of the utilization plan or waiver request prior to the first request for payment may result in the withholding of progress payments to the CONTRACTOR. Such withholding of progress payments shall not relieve the CONTRACTOR of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirements of the contract.

Within thirty days of approval of the CONTRACTOR MWBE-EEO Utilization Plan by the SRF recipient, the CONTRACTOR shall submit copies of fully executed MBE/WBE subcontracts and/or purchase orders to the Minority Business Officer. These subcontracts and/or purchase orders must include the following information:

1. Actual Dollar Amount;
2. Job Description;
3. Signatures of Both Parties; and
4. Date of Execution

NOTE: Purchase orders must be accompanied by copies of both sides of canceled checks.

Supply Policy

CONTRACTOR shall receive credit towards MWBE -compliance as follows:

- 25 percent of the total cost for supplies purchased from a certified broker.
- 100 percent of the total cost for supplies purchased from a certified supplier.

A "supplier" is a business that distributes materials or equipment, and which provides a commercially useful function when such activity is traditional in the industry producing the material or equipment that is supplied. "Commercially useful functions" normally include:

- 1) Providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- 2) Manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- 3) Providing functions other than just accepting and referring requests for supplies or equipment to another party for direct shipment to a CONTRACTOR.

Specialty Equipment/Supplies

For those contracts in which an extraordinary proportion of the contract price is for equipment or supplies, the CONTRACTOR may propose a lower project goal than otherwise would be required, or request the applicant/recipient to increase the twenty-five percent (25%) limit for supplies, or a combination of the two.

All MWBE firms must be certified by the NYS Division of Minority and Women's Business Development. It is recommended that the CONTRACTOR verifies that firms proposed for MWBE participation are certified by Empire State Development Corporation, Division of Minority and Women's Business Development, 30 South Pearl Street, Albany, New York. Phone: 1-800-782-8639; Web Address: www.nvlovesmwbe.nv.gov.

Compliance with Federal Requirements

The CONTRACTOR agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which Federal funds were

authorized and were provided to the SRF recipient. The CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under SRF. Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

In accordance with the Environmental Protection Agency's Disadvantaged Business Enterprise Rule, 40 CFR Part 33, the prime CONTRACTOR shall comply with the following:

The prime CONTRACTOR will complete and submit as part of the bid or proposal package DBE Program SubCONTRACTOR Utilization Form (EPA Form 6100-4) to the SRF Recipient.

The prime CONTRACTOR will receive from proposed SUBCONTRACTORS and submit as part of the bid or proposal package DBE Program SubCONTRACTOR Performance Form (EPA Form 6100-3) to the SRF Recipient.

The prime CONTRACTOR will provide to proposed SUBCONTRACTORS DBE Program SubCONTRACTOR Participation Form (EPA Form 6100-2) with the instructions to the proposed subCONTRACTOR to complete the form and submit it to EPA DBE Coordinator, USEPA Region 2, 290 Broadway, 27th Floor, New York, NY 10007.

The prime CONTRACTOR will pay its SUBCONTRACTOR for satisfactory performance within 30 days from the prime CONTRACTOR's receipt of funds from the recipient.

The prime CONTRACTOR will provide opportunities for disadvantaged business enterprises to participate on SRF financed projects.

The prime CONTRACTOR will, in writing, notify the SRF recipient's Minority Business Officer prior to termination of a MBE or WBE subCONTRACTOR for convenience.

The prime CONTRACTOR will undertake good faith efforts to replace a terminated MBE or WBE subCONTRACTOR with another MBE or WBE subCONTRACTOR.

The prime CONTRACTOR will continue to make good faith efforts after the fair share objectives have been met.

NYSEFC requests at least two weeks advance notice of pre-bid and pre-construction meetings to allow for staff attendance to review MWBE compliance requirements. Failure to provide this notice may necessitate rescheduling the meeting.

29 COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

Please Return All Bids (In a sealed envelope) to the Address Below:

OWNER OF AMENIA OWNER CLERK
AMENIA OWNER HALL
4988 ROUTE 22
AMENIA, NY 12501

It is not necessary to submit the technical specifications with the bid. They are to be retained by the bidder.

Prospective bidders may request clarifications of the Bid Documents by contacting Peter Karis, RLA by phone at 845-489-5401, by fax at at 270-596-2393 or email to pk@TaconicSiteDesign.com.

All questions are due by **10:00 AM on Friday August 16, 2013**. Responses will provided as they are received but in any case no later than 5:00 pm on Friday August 16, 2013.

ADDITIONAL INFORMATION FOR BIDDERS

DEFINITIONS

The word "OWNER" or "OWNER" shall mean the OWNER OF AMENIA, a municipal corporation created and organized under the laws of the State of New York.

The word "BOARD" shall mean the OWNER Board of the OWNER OF AMENIA.

The word "LANDSCAPE ARCHITECT" and/or "Contract Administrator" shall mean a person appointed or designated by him to act as his representative for this contract and acting within the scope of the particular duties assigned to him.

Wherever, in the specifications or upon the drawings, the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the LANDSCAPE ARCHITECT is intended; and similarly the words "approved," "acceptable," "satisfactory," or words of like import shall mean approved by, or acceptable or satisfactory to the LANDSCAPE ARCHITECT.

PREPARATION OF BIDS

It shall be the responsibility of each bidder to examine the site of the work, acquaint himself with the working conditions and make his own determination of the labor, materials and equipment required to accomplish the work involved in the performance of the proposed contract. Neither the OWNER nor the OWNER will furnish any labor, materials or equipment unless specifically stated in the specifications.

FORM OF BIDS

BIDS must be submitted on the following forms, which are included as noted and must be returned to constitute an acceptable bid:

- Bid Forms
- Non-Collusion Forms

The OWNER may consider informal bids and may reject any bid not prepared and submitted in accordance with the provisions stipulated herein, and may waive any informalities in, or reject all bids.

Bids shall contain the full business address of the bidder and shall be signed by him with his usual signature. Bids by a partnership shall contain the full name of each partner and shall be signed with the partnership name by one of the partners or an authorized representative followed by the signature and designation of the person signing the bid. Bids by a corporation shall be signed by a bona fide officer of the corporation with the legal name of the corporation followed by the name of the state of incorporation and the signature of the President, Secretary or other person authorized to bind it in the matter.

When requested, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished.

SUBMISSION AND OPENING OF BIDS

Separate bids will be received by the OWNER of Amenia OWNER Clerk's office at Amenia OWNER Hall located at 4988 Route 22, Amenia, NY 12501 on or before **10:00 am on Friday August 23, 2013** after which time they will be publicly opened and read aloud precisely at 2:00 pm, with the contract being awarded as soon as practicable thereafter. All proposals shall be sealed in an envelope and **distinctly marked "PROPOSAL FOR EAST MAIN STREET STREETScape IMPROVEMENT PROJECT" and "NAME OF BIDDER"**. Bids received after 2:00 pm on Friday August 23, 2013 will not be accepted.

WITHDRAWAL OF BIDS

No bid shall be withdrawn or cancelled within thirty (30) days of bid opening except upon approval of the OWNER and then only upon submission of a written request setting forth ample, sufficient and legitimate reasons for such a withdrawal or cancellation.

AWARD OR REJECTION OF BID

Award of the contract will be made with reasonable promptness by written notice to that responsible bidder whose bid, conforming to the invitation for bids, will be most advantageous to the OWNER, price and other factors considered.

The OWNER reserves the right to make awards in accordance with any of the bid items or any combination of the bid items, to reject any and all bids, and to waive any informality in bids, whenever such is in the interest of the OWNER. It also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time, contracts of a similar nature, who is not in a position to perform the contract, or respecting whom the facts, as to business and technical organization, financial resources, plant or experience in the construction of comparable work, justify such rejection.

The OWNER reserves the right to require, prior to the award of the contract, a statement of facts in detail of the business and technical organization and plant of the bidder available for the contemplated work, including the financial resources and experience of the organization in construction of comparable work. Any bid conditioned, in whole or in part, on the revision or omission of any requirement or provision in the specifications accompanying documents as issued to prospective bidders or on the inclusion of any requirement or provision not contained therein, will be rejected as an unqualified bid and no award will be made to a bidder on such a bid. If more than one bid is offered by any one party, by or in the name of his or their clerk, partner or other person, all such bids will be rejected. A party who has quoted prices to a bidder is not thereby disqualified from quoting prices to other bidders or from submitting a bid directly for the work.

CONTRACT AND BONDS

Within 10 days after the prescribed forms are presented to him for signature, the bidder to whom the award has been made shall enter into a written contract in the form prescribed in accordance with the Bid Documents.

INSURANCE

The CONTRACTOR shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the CONTRACTOR's execution of the work, whether such execution be by himself or by any subCONTRACTOR or by anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable:

(Note: The insurance policy shall name as the insured the CONTRACTOR, the LANDSCAPE ARCHITECT, and the OWNER.)

The following shall be purchased by the CONTRACTOR:

1. Claims under worker's compensation, disability benefit and other similar employee benefits acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by another other person; and

Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to the commencement of the work. These certificates shall contain a provision that coverages afforded under the policies will not be canceled or reduced, nor will the policy be lapsed at expiration, unless at least 30 days prior written notice has been given to the OWNER.

The CONTRACTOR shall procure and maintain, at his own expense, during the contract time, liability insurance as hereinafter specified:

1. Automobile Liability - Every CONTRACTOR shall take out and maintain during the life of this contract Automobile Liability insurance on an occurrence basis covering all owned, non-owned and hired vehicles with the limits or not less than:
Bodily Injury \$1,000,000 each person
2,000,000 each occurrence
Property Damages \$1,000,000 each occurrence No Fault Benefits Statutory Benefits
2. General Liability - Every CONTRACTOR shall take out and maintain during the life of this contract, which induces the guarantee period, such Comprehensive General Liability insurance, on an occurrence basis, to protect him from claims for damages for Bodily Injury and for Property Damage with limits not less than:

- Bodily Injury \$1,000,000 each person (2,000,000 each occurrence)
- Property Damages \$1,000,000 each occurrence (2,000,000 aggregate)
- Catastrophe Excess Liability or Umbrella policies are acceptable in fulfilling the requirements, provided they do not contain restrictions or exclusions of coverages required under these specifications.
- CONTRACTOR Protective Liability - The General Liability Policy should be written to include CONTRACTOR' Protective Liability for Bodily Injury and Property Damage with limits not less than those specified above to protect the CONTRACTOR against claims arising from the operations of any SUBCONTRACTOR which he employs on the project.
- Contractual Liability - The above policies for General Liability insurance shall be written to include Contractual Liability for Bodily Injury and Property Damage for limits not less than those specified above, insuring the provisions in the contract for indemnification of the OWNER.
- "XCU" Exclusions Deleted - The CONTRACTOR or his subCONTRACTOR shall not perform any blasting or discharge explosives until satisfactory evidence in writing has been submitted 72 hours in advance of commencement of such operations to the LANDSCAPE ARCHITECT that his Property Damage Liability insurance covers injury to or destruction of property resulting from blasting or explosion. In the event that there are gas lines or structures owned by others within 200 feet of the site of the blasting operations, the CONTRACTOR shall give at least 72 hours prior notice to the OWNER of such property.

If the bidder to whom the contract is awarded shall fail or neglect to sign and execute contract and bond within the period stipulated above, such failure or neglect will be considered as abandonment of the contract by the bidder and the bid bond or certified check accompanying the proposal shall be forfeited to and retained by the OWNER as liquidated damages for such neglect or refusal, and the OWNER shall have the power to rescind said award, make an award to another bidder, or to re-advertise for proposals.

In the event the operations of the CONTRACTOR or his subCONTRACTOR involve use of mechanical equipment for the purpose of grading land, paving, excavating, drilling, burrowing, filling or backfilling, or pile driving, such work shall not be undertaken until satisfactory evidence in writing has been submitted to the OWNER and LANDSCAPE ARCHITECT that the CONTRACTOR's Property Damage Liability insurance covers injury to or destruction of underground property, such as wires, conduits, pipes, mains, sewers, tanks, tunnels, or similar property, or any apparatus in connection therewith, beneath the surface of the ground or water, and to any other property, whether it be the property of the OWNER or of others.

In the event the operations of the CONTRACTOR or his subCONTRACTOR include (1) grading of land, excavating, burrowing, filling, back-filling, tunneling, pile driving, coffer dam work or caisson work, or (2) moving, shoring, underpinning, raising or demolishing any building or

structure or rebuilding or removal of any structural support thereof, such operations shall not commence until written evidence has been submitted to the OWNER and LANDSCAPE ARCHITECT that the CONTRACTOR's insurance includes coverage for structural injury to or collapse of any building or structure.

The CONTRACTOR shall procure and maintain at his own expense, during the contract time, in accordance with the provisions of the laws of the state in which the work is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the project and in case any work is sublet, the CONTRACTOR shall require such subCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each subCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.

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

ADDENDA AND INTERPRETATIONS

No interpretations of meaning of the plans, specifications or other portions of the contract documents will be made orally. Every request for such interpretation must be addressed to the LANDSCAPE ARCHITECT, and to be given consideration must be received at least six days prior to the date fixed for the opening of bids. Any and all such interpretations and other supplemental instruction, will be in the form of a written addenda which, if issued, will be sent by registered mail, with return receipt requested, to all holders of the contract documents at the respective addresses furnished for such purposes not later than four days prior to the date fixed for the opening bids.

EXCISE AND FEDERAL TRANSPORTATION TAX

The CONTRACTOR may be exempted from the payment of Federal Excise and Transportation taxes, in accordance with the following:

- a. Excise Tax Exemption Certificate will be certified by the OWNER when requested by the CONTRACTOR for items which fall within the scope of the contract and may be exempt from Federal Excise Tax.
- b. The CONTRACTOR, in order to obtain exemption from the Federal Transportation Tax, shall notify all suppliers that shipping papers be worded as follows: "TO THE OWNER OF AMENIA, NEW YORK, Consigned C/O _____,
CONTRACTOR.

No certificate of exemption is necessary.

In the case that contradictory or conflicting regulations, specifications, or directives are found to exist between those of the Federal Government, its bureaus, departments and agencies and those of the local agencies, the more restrictive regulations, specifications or directives, shall be deemed to take precedence over the less restrictive.

STANDARD CLAUSES FOR ALL NEW YORK STATE CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the CONTRACTOR or its right, title or interest therein assigned, transferred conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The CONTRACTOR may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance law.

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

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the CONTRACTOR shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. In accordance with Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, CONTRACTOR agrees that neither it nor its SUBCONTRACTOR shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, CONTRACTOR agrees that neither it nor its SUBCONTRACTOR shall by reason of race, creed, color, national origin, age, sex, or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. CONTRACTOR is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither CONTRACTOR's employees nor the employees of its SUBCONTRACTOR may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, CONTRACTOR and its SUBCONTRACTOR must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

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

10. RECORDS. The CONTRACTOR shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the CONTRACTOR within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing

and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the CONTRACTOR shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION:

(a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.

All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION.

1. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purpose and for any other purpose authorized bylaw.
2. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease "the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the OWNER of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

(c) the CONTRACTOR shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. CONTRACTOR will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the Work) except where the Work is for the beneficial use of the CONTRACTOR. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a CONTRACTOR or subCONTRACTOR with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether their position of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. CONTRACTOR will comply with all duly promulgated and lawful rules and regulations of the Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

sufficient. CONTRACTOR will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The CONTRACTOR certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the CONTRACTOR to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subCONTRACTOR, the prime CONTRACTOR will indicate and certify in the submitted bid proposal that the subCONTRACTOR has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the CONTRACTOR to meet with the approval of the State.

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

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

Department of Economic Development Division for Small Business 30 South Pearl Street
Albany, New York 12245
Tel. 518-292-5220

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

Department of Economic Development
Minority and Women's Business Development Division 30 South Pearl Street
Albany, New York 12245 <http://www.empire.state.ny.us>

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of jurisdictions subject to this provision.

22. PURCHASES OF APPAREL. In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hours laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subCONTRACTOR and a list of all manufacturing plants to be utilized by the bidder.

23. CONTRACT TERMINATION PROVISION. The State reserves the right to terminate this contract in the event it is found that the certification filed by the CONTRACTOR in accordance with the requirements contained in State Finance Laws §139j and §139k was intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to the CONTRACTOR in accordance with the written notification terms of the contract.

24. PERSONAL INFORMATION SECURITY. CONTRACTOR shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). CONTRACTOR shall be liable for the costs associated with such breach if caused by CONTRACTOR's negligent or willful acts or omissions, or the negligent or willful acts or omissions of CONTRACTOR's agents, officers, employees or SUBCONTRACTOR.

SPECIAL CONDITIONS

1. CHANGES

Either the OWNER or the CONTRACTOR may, from time to time request changes in this contract. All such changes shall be mutually agreed upon by and between the OWNER and the CONTRACTOR and shall be incorporated by written amendment to this Contract.

2. PRIORITY FOR SERVICES

Priority for the benefit of all services to be rendered hereunder shall be accorded OWNER residents.

3. ADMINISTRATIVE EXPENSES, MATERIALS, EQUIPMENT AND PREMISES

CONTRACTOR shall pay all administrative expenses and lease or purchase at its own expense all necessary premises, equipment, materials and supplies. CONTRACTOR shall be entitled to reimbursement for the aforesaid expenses to the extent permitted in the budget. CONTRACTOR shall not encumber, in any way or at any time, said premises, equipment, materials and supplies.

4. RECORDS AND RECORD KEEPING

The CONTRACTOR shall prepare and maintain books of account, records, vouchers and invoices, including personnel, property and financial records identifying and accounting for all expenditures of the funds granted to the CONTRACTOR pursuant to this agreement. CONTRACTOR shall prepare and maintain all other records, as the OWNER or HUD may deem necessary to assure proper and accurate accounting of said funds and including federal and non-federal shares.

5. EQUAL OPPORTUNITY

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

(1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin(s). The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or nation origin(s). Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin(s).

(3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicant for employment.

(4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts, by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government Contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by Law.

(7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraph (1) through (7) in every subcontract or purchase order unless by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-CONTRACTOR or vendor. The CONTRACTOR will take such action with respect to any sub-contract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub- CONTRACTOR or vendor as a result of such direction by the Department, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

The CONTRACTOR further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work; provided, that if the CONTRACTOR so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CONTRACTOR agrees that it will assist and cooperate actively with the Department and the Secretary of Labor in obtaining the compliance of CONTRACTOR and SUBCONTRACTOR with the Equal Opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the Department and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the Department in the discharge of its primary responsibility for securing compliance.

(8) The CONTRACTOR further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the executive order and will carry out such sanctions and penalties for violations of the Equal Opportunity clause as may be imposed upon CONTRACTOR and SUBCONTRACTOR by the Department of the Secretary of Labor pursuant to the executive to Part II, Subpart D of the Executive Order. In addition, the OWNER agrees that if it fails or refuses to comply with these undertakings, the Department may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant or loan guarantee; refrain from extending any further assistance to the OWNER under the program with respect to which the

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failure or refusal occurred until satisfactory assurance of future compliance has been received from such OWNER; and refer the case to the Department of Justice for appropriate legal proceedings.

6. PENALTY FOR DISCRIMINATION

It is expressly agreed that in the hiring of employees for the performance of work for this contract or any subcontract hereunder, no CONTRACTOR, subCONTRACTOR or any person acting on behalf of such CONTRACTOR or subCONTRACTOR, shall for reason of race, creed, color, sex, or national origin(s), discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. It is further expressly agreed that no CONTRACTOR, subCONTRACTOR or any person on his behalf shall in any manner discriminate against or intimidate any employee hired for the performance of the work under this contract on account of race, creed, color, sex, or national origin(s). It is further agreed that there may be deducted from the amount payable to the CONTRACTOR by the municipality under this contract a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of this paragraph of this agreement. It is further expressly agreed that this contract may be canceled or terminated by the municipality and all monies due or to become due hereunder may be forfeited for a second or subsequent violation of the terms or conditions of this paragraph.

7. COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES

- (1) It is agreed that the work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance for the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 U, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given lower income residents of the project area and contracts concerns which are located in, or owned in substantial part by persons residing in the project area.
- (2) The CONTRACTOR shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Department issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract, as well as during the term of this contract. The CONTRACTOR certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.
- (3) The CONTRACTOR will send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization of workers' representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- (4) The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the OWNER or recipient of Federal financial assistance, take appropriate action pursuant to the subCONTRACTOR upon a finding that the subCONTRACTOR is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. The CONTRACTOR will not subcontract unless the subCONTRACTOR has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.

- (5) Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract shall be a condition precedent as well as a continuing condition, binding upon the applicant or recipient, its CONTRACTOR and SUBCONTRACTOR, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.
8. AFFILIATION WITH COMMUNITY DEVELOPMENT PROGRAM
The CONTRACTOR agrees that all reports, maps and documents completed as a part of this agreement and all premises and vehicles used in connection with this agreement, and all advertising and media releases related to this agreement shall acknowledge the CONTRACTOR's affiliation with the OWNER's Community Development Program and H.U.D.
9. OTHER FUNDING SOURCES
The CONTRACTOR agrees to diligently investigate and apply for any and all funds from federal, state, local or private sources which may be available to offset the cost of services to be performed under this agreement, when applicable to the project.
10. INSPECTION
The OWNER and/or its designated representative reserves the right to inspect, monitor, and observe work and services performed by the CONTRACTOR at any and all reasonable times.
11. COPYRIGHT
No report, map, or other documents produced in whole or in part under this contract shall be the subject of an application for copyright by or on behalf of the CONTRACTOR.
12. PATENT RIGHTS
In the event that any invention, improvement or discovery may be conceived or first actually reduced to practice by the CONTRACTOR or its employees, in the course of or under this contract or any subcontract, the CONTRACTOR shall give prompt notice thereof to the OWNER. Any such invention, improvement or discovery, together with all information, designs, specification, know-how, data, patent rights, and findings in connection therewith which arose or were developed in the course of the performance of this contract or any subcontract hereunder, shall be made available to the public through dedication, assignment to the Government of the United States of America, or such other means as HUD shall determine.
13. OBLIGATION OF CONTRACTOR
CONTRACTOR covenants and warrants that it will comply with all applicable laws, ordinances, codes, rules and regulations of the State, local and federal governments, and all amendments thereto, including, but not limited to, Title 8 of the Civil Rights Act 1968, (PL. 90-284), Executive Order 11063 on Equal Opportunity and Housing, Section 3 of the Housing and Urban Development Act of 1968, and Housing and Community Development Action of 1974, Rules and Regulations Section 570.3 (a) which emphasize that maximum feasible priority be given to activities which will benefit low or moderate income facilities or aid in the covenants and warrants that it will indemnify and hold the OWNER forever free and harmless with respect to any and all damages whether directly or indirectly arising out of its performance under this contract.

14. TERMINATION OF CONTRACT FOR CAUSE

If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligation under this contract or if the CONTRACTOR shall violate any of the covenants, agreements, or stipulations of this contract, the OWNER shall thereupon have the right to terminate this contract by giving written notice to the CONTRACTOR of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the CONTRACTOR under this contract, shall, at the option of the OWNER, become The OWNER's property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to date of said termination.

15. TERMINATION FOR CONTRACTOR AND EMPLOYEES

The CONTRACTOR warrants and covenants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further warrants and covenants that in the performance of this contract, no person having any such interest shall be employed.

16. INTEREST OF CERTAIN FEDERAL OFFICIALS

No member of, or Delegate to, the Congress of the United States, and no resident Commissioner, shall be permitted to share in any part of this contract or any benefit raised here from.

17. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES OF OWNER, MEMBERS OF GOVERNING BOARD OR OTHER PUBLIC OFFICIALS

No member, officer or employee of the OWNER, its designees, or agents, no member of the BOARD of the OWNER, and no other public officials of the OWNER who exercises any function or responsibilities with respect to the program during his tenure of for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed under this agreement.

18. SUBCONTRACTING

CONTRACTOR shall not enter into any subcontract to effectuate the terms of this agreement without the prior written consent of the OWNER. CONTRACTOR shall remain primarily liable for the acts and omissions of the subCONTRACTOR, its agents, servants, employees, successors and assignees. CONTRACTOR shall insert in each subcontract appropriate provisions to insure compliance by the subCONTRACTOR, its agents, servants, employees, successors and assignees with the terms, conditions and provisions of this agreement. In the selection of SUBCONTRACTOR, CONTRACTOR agrees to give priority to OWNER residents and OWNER based partnerships, corporations, associations, firms and agencies.

19. ASSIGNABILITY

The CONTRACTOR shall not assign or transfer any interest in this contract, without the prior written consent of the OWNER, provided however, that claims for money due or to become due the CONTRACTOR from the OWNER under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any permitted assignment shall be furnished immediately to the OWNER.

20. SEVERABILITY

If any provisions of this contract shall be declared unlawful or unenforceable, such declaration(s)

shall not effect the other provisions, including any appendices, of this contract, which shall survive and remain in full force and effect notwithstanding such declarations.

WAGE RATES

CERTIFICATION OF PAYROLL PURSUANT TO SECTION 220 OF THE LABOR LAW WILL BE REQUIRED FOR THIS PROJECT.

CERTIFIED PAYROLL MUST BE SUBMITTED WITH PAYMENT REQUESTS FOR THIS PROJECT.

**NEW YORK STATE PREVAILING WAGE RATES APPLY
(PRC# 2013005642)**

SEE APPENDIX A

FOR PREVAILING WAGE RATES.

THIS PROJECT, AS PROPOSED, IS NOT BEING FUNDED WITH FEDERAL DOLLARS.

HOWEVER, IF FEDERAL FUNDS ARE REQUIRED TO COMPLETE THIS PROJECT COMPLIANCE WITH SECTION 3 REQUIREMENTS OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 AS OUTLINED IN THE FOLLOWING MUST BE MET.

GENERAL PROVISIONS

NON-FEDERAL LABOR - STANDARDS

The following Non-Federal Labor-Standards, Provisions, including the following provisions concerning maximum hours of work, minimum rates of pay, and overtime compensation, with respect to the categories and classifications of employees hereinafter mentioned are included in this contract pursuant to the requirements of applicable State or local laws, but the inclusion of such provisions shall not be construed to relieve the CONTRACTOR or any subCONTRACTOR from the pertinent requirement of any corresponding Federal Labor-Standards Provisions of this contract. In case the minimum rates of pay set forth below shall be higher than the minimum rates of pay required by or set forth in the Federal Labor-Standards Provisions of the contract for corresponding classifications, the minimum rates of pay set forth below shall be deemed, for the purposes of this contract, to be the applicable minimum rates of pay for such classifications. The limitations, if any, in these Non-Federal Labor-Standards Provisions upon the hours per day, per week or per month which employees engaged on the work covered by this contract may be required or permitted to work thereon shall not be exceeded.

STATE LABOR LAW

The CONTRACTOR shall comply in every respect with the provisions of Section 220 of the Labor Law and no laborer, workman, or mechanic in the employ of a CONTRACTOR, subCONTRACTOR or other person contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency; including fire, flood or danger to life or property, and no such person shall be so employed more than eight hours in any day or more than five days in any one week, except in such an emergency. The wages to be paid for a legal day's work, as defined by said section, to laborers, workmen or mechanics employed, as aforesaid shall be not less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where the aforesaid work, on, about, or in connection with which such labor is performed in this final of completed form is to be situated, erected or used. Laborers shall be paid not less than the minimum hourly rate or wage designated by the Industrial Commissioner, pursuant to Section 220-d of the Labor Law, said minimum hourly rate of wage having been designated by the Industrial Commissioner are designated in the wage rate sheet forming a part of this contract and are to be paid in cash, provided, however, that an employer, except as otherwise provided in Subdivision 3 of Section 220 of the State Labor Law may pay his employees by check, if he furnished satisfactory proof to the Industrial Commissioner of his financial responsibility and gives reasonable assurance that such checks may be cashed by employees without difficulty and for the full amount for which they are drawn. The CONTRACTOR shall abide by and pay workmen, laborers and mechanics employed either by himself or a subCONTRACTOR the schedule of wages, as annexed to and forming a part of the specifications for the work involved in the contract pursuant to the Labor Law.

The CONTRACTOR shall comply with the provisions of Section 222A of the Labor Law relating to prevention of dust hazard in public works, if such hazard shall exist. If said Section is not complied with by the CONTRACTOR the contract shall be void.

Pursuant to the provisions of Section 222 of the Labor Law, this contract shall be void unless the CONTRACTOR is employing persons upon the work embraced in the contract gives preference to citizens of the State of New York, who have been residents for at least six consecutive months immediately prior to the commencement of their employment, if available. Each person so employed

shall furnish satisfactory proof of residence, in accordance with rule adopted by the Industrial Commissioner. Each CONTRACTOR and subCONTRACTOR shall keep a list of his employees, stating whether they are citizens and, in case of naturalization, the date thereof, and the name of the court in which granted.

QUALIFICATIONS FOR EMPLOYMENT

No person under the age of 16 years and no person currently serving sentence in a penal or correctional institution shall be employed to perform any work on the project under this contract. No persons whose age or physical condition is such as to make his employment dangerous to his health or safety or the health and safety of others shall be employed to perform any work on the project under this contract; provided that this sentence shall not operate against the employment of physically handicapped persons, otherwise employable, where such persons may safely do work which they can ably perform.

All employees engaged in work on the project under this contract shall have the right to organize and bargain collectively through representatives of their own choosing, and such employees shall be free from interference, restraint, and coercion of employees in the designation of such employees' representatives, in self-organization, and in other concerted activities of such employees, for the purpose of collective bargaining or other mutual aid or protection and no person seeking employment on the project under this contract and no person employed on the project under this contract shall be required, as a condition of initial or continued employment to join company union or to refrain from joining, organizing or assisting a labor organization of such persons own choosing.

DISCRIMINATION

The CONTRACTOR shall comply with the provision of Section 220-e of the Labor Laws as follows:

1. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no CONTRACTOR or subCONTRACTOR, or any person acting on behalf of such CONTRACTOR or subCONTRACTOR, shall by reason of race, sex, religion, color or national origin(s) discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.
2. That no CONTRACTOR, subCONTRACTOR, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, sex, religion, color or national origin(s).
3. That there may be deducted from the amount payable to the CONTRACTOR by the State or municipality under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract.
4. That this contract may be canceled or terminated by the State or municipality, and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.
5. The aforesaid provisions of this section covering every contract for or on behalf of the State or a municipality for the manufacturer, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical, or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the Industrial Commissioner may require the CONTRACTOR to provide additional supplements.

The CONTRACTOR shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and social security. In case it becomes necessary for the CONTRACTOR or any subCONTRACTOR to employ on the project under this contract any person in a trade or occupation (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum rate is herein specified, the CONTRACTOR shall immediately notify the local public agency who will promptly thereafter furnish the CONTRACTOR with the minimum rate. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

POSTING MINIMUM WAGE RATES

The CONTRACTOR shall post at conspicuous points on the site of the project a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

BID FORM (5 PAGES)

1.01 GENERAL

A. Pursuant to, and in compliance with, your Invitation to Bidders and the Information to Bidder relative thereto and all of the Contract Documents, including any Addenda issued by the LANDSCAPE ARCHITECT and mailed to undersigned prior to the opening of bids, whether received by the undersigned or not, we hereby propose to furnish all labor, supplies, materials and equipment incidental to the construction of all proposed streetscape improvements as required by and in strict accordance with the applicable provisions of the Drawings and Specifications entitled "**Town of Amenia - East Main Street Streetscape Improvement Project**" to all the satisfaction and approval of the OWNER and LANDSCAPE ARCHITECT in accordance with the terms and conditions of the Contract Documents. These prices are to cover all expense incurred in performing the work required under the contract documents, of which this proposal is a part.

Name of Company: _____
(Print Name of Individual, Partnership or Corporation)

B. This contract shall include all work set forth in plans or specifications required to complete the improvements described. The descriptive narratives prepared in the bid form of the contract have been structured to define the general work required. There is no intention, either implied or otherwise, that these narratives accurately or completely list all items of work to be undertaken as part of the contract. Any necessary work which is not specifically described in the contract documents shall be included in the contract. Where used herein, the words "included" or "including" shall mean "including but not restricted to" . The contract shall include all labor, material, equipment, plant, and other expenses required to perform the work specified. Work shall be performed in accordance with all applicable permits. Prior to the start of work, the CONTRACTOR must submit a detailed construction schedule.

Name of Bidder: _____
(Print Name of Individual, Partnership or Corporation)

Item No.	Est. Qty.	Unit	Items with Unit Base Bid Prices	Unit Bid Price (Dollars/Cents)	Total Amount of Bid (Dollars/Cents)
BASE BID	1	Lump Sum	<p>Furnish & Install Bench Pad A, Bench Pad B and Bench Pad C.</p> <p>Deliver ten (10) cast stone planters provided by OWNER from storage site* to project site and place each planter at described location.</p> <p>Deliver five (5) benches provided by OWNER from storage site* to project site and install each bench at described location.</p> <p>Fill ten (10) planters with Drainage/ Planting Medium per detail.</p>		
Alt. A	8	Lump Sum	Furnish Street Trees		
Alt. B	9	Lump Sum	Furnish Screening Trees		
Alt. C	1	Lump Sum	Furnish Shrubs and Mulch for tree rings and shrub beds		
Alt. D	8	Each	Install Street Trees		
Alt. E	9	Each	Install Screening Trees		
Alt. F	1	Lump Sum	Install Shrubs and Mulch for tree rings and shrub beds		

* THE PRODUCT STORAGE SITE IS ANTICIPATED AS THE AMENIA TOWN HALL 4988 ROUTE 22, AMENIA, NY.

1.02 TIME OF COMPLETION

A. **THIS IS A TIME SENSITIVE PROJECT.** It is agreed by the CONTRACTOR that after receipt of a Notice of Award and a consummation of a Contract Agreement in accord with the terms of the Contract Documents, the CONTRACTOR will start work within TEN (10) consecutive calendar days of this notice to proceed and fully complete ALL work within THIRTY (30) days.

B. Liquidated Damages.

The OWNER and the CONTRACTOR recognize that time is of the essence of this Agreement and that the OWNER will suffer financial loss if the work is not completed within the time specified in Paragraph A above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, the OWNER and the CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) the CONTRACTOR shall apply the OWNER One Thousand Five Hundred Dollars (\$1,500.00) for each day that expires after time specified in Paragraph 1.02 A.

1.03 INTENTIONALLY LEFT BLANK

1.04 CHANGE ORDERS

A. We propose and agree that the above bid shall be adjusted for changes in the Contract Work not included in unit prices by addition of the following costs:

1. Profit and overhead for all work performed by the CONTRACTOR - 12%; SUBCONTRACTOR - 12%.
2. Profit and overhead allowed to the CONTRACTOR and/or SUBCONTRACTOR for work done by their SUBCONTRACTOR - 5%.

1.05 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 with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

1.06 ACCEPTANCE

- A. When this Proposal is accepted, the undersigned agrees to enter into a Contract with the OWNER as provided in the Form of Agreement.

1.07 AFFIRMS

- A. The undersigned affirms and agrees that this Proposal is a firm one which remains in effect and will be irrevocable for a period of THIRTY (30) days after opening of Bids.

1.08 TYPE OF BUSINESS

- A. The undersigned hereby represents that it is a

CIRCLE ONE (Corporation, Partnership, or an Individual)

If a Corporation, then the undersigned further represents that it is duly qualified as a Corporation under the laws of New York State and it is authorized to do business in this State and attaches hereto a resolution authorizing submission of this Bid, in substantially the same form as attached hereto as Schedule "A".

1.09 EXECUTION OF CONTRACT

- A. When written Notice of Acceptance of the Proposal is mailed or delivered to the undersigned within THIRTY (30) days after the opening of Bids, or anytime

thereafter should the Proposal not be withdrawn, the undersigned, within TEN (10) days, will execute the Form of Agreement with the Owner.

1.10 ADDENDA

- A. Any addenda issued by the LANDSCAPE ARCHITECT and mailed or delivered to the undersigned prior to the Bid opening date shall become part of the Contract Documents. The Bidder shall enter on this list any addenda issued after this Form of Proposal has been received and shall fill in the addenda number and date.

Addendum # ___ Dated:

Addendum # ___ Dated:

Addendum # ___ Dated:

NON-COLLUSIVE BIDDING CERTIFICATE (3 PAGES)

In accordance with the provisions of Section 103d of General Municipal Law as amended, the following " Non-Collusive Bidding Certificate" is and shall become a part of this proposal: (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 organizations under penalty of perjury, that to the best of his knowledge and belief; (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other BIDDER or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by the BIDDER prior to opening, directly or indirectly, to any other BIDDER or to any competitor; and (3) no attempt has been made or will be made by the BIDDER to induce any other person, partnership, or corporation to submit a bid for the purpose of restriction of competition."

(Signature and Title)

In accordance with the provisions of Section 103-a of the General Municipal Law the following clause is hereby inserted to provide:

"That upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency, or official of the State or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, (a) such person, and any firm, partnership, or corporation of which is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department , agency, or official thereof, since the effective date of this law, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer may be canceled or terminated by the municipal corporation with out incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal

corporation for goods delivered or work done prior to the cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to cancellation or termination shall be paid.”

If bidder is:

AN INDIVIDUAL

By _____ (SEAL)
(Individual Name)

Doing business as: _____

Business Address: _____

Phone Number: _____

A PARTNERSHIP

By _____ (SEAL)
(Firm’s Name)

Doing business as: _____

Business Address: _____

Phone Number: _____

A CORPORATION

By _____ (SEAL)
(Corporation Name)

(State of Incorporation)

Doing business as: _____

Business Address: _____

Phone Number: _____

A JOINT VENTURE

By _____ (SEAL)
(Signature and Title)

(Address)

By _____ (SEAL)
(Signature and Title)

(Address)

(Each joint venturer must sign. The manner of signing for each individual, partnership or corporation that is a party to the joint venture should be in the manner indicated above.)

FORM OF AGREEMENT

This Agreement is dated the ____ day of, _____ in the year 2013, by and between the TOWN OF AMENIA (hereinafter called the OWNER), and _____ (hereinafter called the CONTRACTOR)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all WORK as specified or indicated in the Contract Documents. The Project for which the Work under the Contract Documents may be the whole or only a part is titled as follows: EAST MAIN STREET STREETSCAPE IMPROVEMENT PROJECT.

Article 2. LANDSCAPE ARCHITECT

2.01 The Project has been designed by Taconic Site Design 99 Rossway Road, Amenia, NY 12569; who is hereinafter called LANDSCAPE ARCHITECT and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to LANDSCAPE ARCHITECT in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

3.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be completed thirty (30) after the date when the Contract is executed, whichever is sooner. The Signing of the Contract will function as the Notice to Proceed. In any event, all work must be completed by October 31, 2013.

Article 4. CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01 below:

- 4.01 For all Unit price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price work times the estimated quantity of that item as indicated in this paragraph 4.01 (see attached BID section for specific items).

TOTAL OF ALL UNIT PRICES _____ **Dollars**

The Owner Reserves the right to select the lowest responsible Bidder AND which technology is to be used for completing the work. The Owner also reserves the right to reject any and all bids.

Article 5. PAYMENT PROCEDURES

5.01 Submittal and Processing of Payments

- A. CONTRACTOR shall submit Applications for Payment to the LANDSCAPE ARCHITECT. LANDSCAPE ARCHITECT will process and approve Application for Payment and submit to the OWNER. The OWNER will only process Application for Payment as approved by the LANDSCAPE ARCHITECT.

5.02 Progress Payments: Retainage

- A. CONTRACTOR shall submit Application for payments (AIA Document G702-1992 and AIA Document 703-1992) for portions of the work completed under the contract on or about the 20th day of each month during performance of the Work provided in paragraphs 5.02.A.1 and 5.02.A.2 below. All such payments will be measured by the schedule of values established (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values:
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but in each case, less the aggregate of payments previously made and less such amounts as LANDSCAPE ARCHITECT may determine, or OWNER may withhold.

- a. 95% of Work completed (with the balance being retainage).
 - b. 50% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner)
2. Upon Substantial Completion, OWNER shall pay an amount sufficient to increase total payments to CONTRACTOR to 95% of the Work completed, less such amounts as LANDSCAPE ARCHITECT shall determine and less LANDSCAPE ARCHITECT'S estimate of the value of the Work to be completed or corrected.

5.03 Final Payment

- A. Upon final completion and acceptance of the Work the OWNER shall pay the remainder of the Contract Price, less 5% retainage as recommended by LANDSCAPE ARCHITECT.

Article 6. INTEREST

- 6.01 All monies, not paid by the OWNER within 45 days, following submittal of approved application for payment by LANDSCAPE ARCHITECT to the OWNER shall bear interest at the current prime rate.

Article 7. CONTRACTOR'S REPRESENTATIONS

- 7.01 In order to induce OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
 - A. CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda) and the other related data identified in the Bidding Documents including "technical data."
 - B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance or furnishing of the Work.

- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. CONTRACTOR acknowledges that OWNER and LANDSCAPE ARCHITECT do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground facilities at or contiguous to the Site.
- E. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations; investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by the CONTRACTOR, and safety precautions and programs incident thereto.
- F. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- G. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- I. CONTRACTOR has given LANDSCAPE ARCHITECT written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has

discovered in the Contract Documents, and the written resolution thereof by LANDSCAPE ARCHITECT is acceptable to CONTRACTOR.

- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACTOR shall, upon written notice from the LANDSCAPE ARCHITECT, remedy any defects in the Work which shall appear within a period of six (6) months from date of final payment for completed Work.

- L. CONTRACTOR shall comply with the provisions of Paragraphs VIII A. Civil Rights and VIII and B. Affirmative Action attached hereto.
- M. CONTRACTOR shall provide proof of insurance in conformance with the Town's "Statement of Insurance Requirements", attached hereto, listing the Town and Taconic Site Design & Landscape Architecture as additionally insured prior to performing any physical site work.

Article 8. CONTRACT DOCUMENTS

8.01 Contents

- A. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:
1. This Agreement,
 2. Contract Documents with each document or sheet bearing the following general title: TOWN OF AMENIA EAST MAIN STREET STREETSCAPE IMPROVEMENT PROJECT.
 3. Addenda numbers _____ to _____ inclusive.
 4. CONTRACTOR's Bid Form.
 5. Documentation submitted by CONTRACTOR prior to Notice of Award.
 6. Project Drawings, Specifications, and Project Manual.
 7. The following, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto:
- B. All Written Amendments and other documents amending, modifying or supplementing the Contract Documents.

- C. The documents listed in paragraphs 8.01 et seq. above are attached to this Agreement (except as expressly noted otherwise above).
- D. There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented in writing.

Article 9. MISCELLANEOUS

- 9.01 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.02 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.03 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.05 OTHER PROVISIONS. (If applicable)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and LANDSCAPE ARCHITECT. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by LANDSCAPE ARCHITECT on their behalf.

This Agreement will be effective on _____, 2013 (which is the Effective Date of the Agreement).

OWNER : TOWN OF AMENIA CONTRACTOR: _____

By: _____ By: _____

[CORPORATE SEAL] [CORPORATE SEAL]

(Acknowledgement of Officer or Owner Executing Agreement)

State of NEW YORK
SS: County of _____)

On this _____ day of _____, 2013, before me personally came and appeared to me known and known to me, being duly sworn, did depose and say That _he is the _____ of the _____ described in and which executed the foregoing instrument; that by virtue of the authority conferred on her by law _he subscribe h ___name to the foregoing instrument and that _he executed the same for the purpose therein mentioned.

(Notary Public)

(Acknowledgement of CONTRACTOR, if a Corporation)

State of NEW YORK) SS: County of _____)

On this _____ day of _____, 2013, before me personally came and appeared to me known and known to me, being duly sworn, did depose and say that _he resides at _____; that _he is the of the _____ corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that _he signed h name thereto by like order.

(Notary Public)

END OF SECTION

GENERAL SPECIFICATIONS

SECTION 01 2200 - UNIT PRICES**PART 1 - GENERAL**

- 1.1 Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.
- 1.2 SUMMARY
 - A. Section includes administrative and procedural requirements for unit prices.
 - B. Related Requirements:
 1. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handing Change Orders.
 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.
- 1.3 DEFINITIONS
 - A. Unit price is 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 Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

- 3.1 SCHEDULE OF UNIT PRICES see individual FORM OF AGREEMENT.

END OF SECTION

SECTION 01 2300 - ALTERNATES

PART 1 - GENERAL

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - I. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handing Change Orders.
 - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

- A. Unit price is 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 Part 3.

Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES see individual Alternates in the Bid Form.

END OF SECTION

SECTION 01 2500 - SUBSTITUTIONS PROCEDURES

PART 1 - GENERAL

1.1 SUBSTITUTIONS

- A. Reference: Instruction to Bidders.
- B. If Contractor wishes to furnish or use a substitute item of material or equipment or construction method (non-base bid items), he shall make written application to the Owner within thirty (30) days after execution of the Contract, certifying that the proposed substitute will perform adequately the functions called for by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. Requests for review of substitute items of material and equipment will not be accepted by the Owner from anyone other than the Contractor.
- C. The Contractor shall submit six (6) copies of requests for substitution, including base bid items. Include in the request the following:
 - 1. Complete data substantiating compliance of proposed substitution with Contract documents.
 - 2. Indication whether or not incorporation or use of the substitute in connection with the work is subject to payment of any license fee or royalty.

For products:

- a. Product identification, including manufacturer's name and address.
- b. Manufacturer's literature with product description, performance and test data, and reference standards.
- c. Samples.
- d. Name and address of similar projects on which product was used, date of installation, and product

- performance and maintenance records.
 - e. For Construction Methods:
 - f. Detailed description of proposed method.
 - g. Drawings illustrating methods.
4. Itemized comparison of proposed substitution with product or method specified.
 5. Data relating to changes in construction schedule.
 6. Relation to separate contracts, if any.
 7. Accurate cost data on proposed substitution in comparison with product or method specified.
- D. In making request for substitution, Contractor represents:
1. He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 2. He will provide the same or better guarantee for substitution as for product or method specified.
 3. He will coordinate installation of accepted substitution into work, making such changes as required in all respects.
 4. He waives all claims for additional costs related to substitution that consequently become apparent.
 5. Cost data is complete and includes all related costs under this Contract.
- E. Substitutions will not be accepted if:
1. They are only shown or implied on Shop Drawings.
 2. Acceptance will require substantial revision of Contract Documents.
 3. Substitutions would change design concepts or

- specifications.
4. Substitutions would delay completion of the work.
 5. Substitutions involve items for which a manufacturer was declared at time of bidding.
- F. The Owner will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the Owner's prior written acceptance.
- G. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- H. If the Owner determines that a substitute is not equal to that named in the Specifications, the Contractor shall furnish one of the brands or products specified, at no additional cost to the Owner.

Landscape Architect Costs

1. The Owner will record all time required in evaluating substitutions proposed by Contractor and in making any change in the drawings or specifications occasioned thereby. Whether or not the Owner accepts a proposed substitute, the Contractor will reimburse the Owner for the actual costs of the Owner for evaluating any proposed substitute which either does not meet the requirements of the drawings and specifications, or the acceptance of which would require changes to other portions of the work.
 2. Contractor shall reimburse Owner for all associated Landscape Architecting costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- J. The time required by the Owner to evaluate and either accept or reject proposed substitutes is included in the contract time and no extension of contract time shall be allowed therefor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

Section includes administrative and procedural requirements for handling and processing Contract modifications.

Related Requirements:

1. Division 01 Section "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.

1.3 MINOR CHANGES IN THE WORK

Landscape Architect Will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form included in Project Manual.

L4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Landscape Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Work Change Proposal Requests issued by Landscape Architect are not instructions either to stop work in progress or to execute the proposed change.
2. Within time specified in Proposal Request or 20 days, when not otherwise specified, after receipt of Proposal Request,

submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

- a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and
1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- D. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 2900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Requirements:
 - 1. Division 01 Section "Allowances" for procedural requirements governing the handling and processing of allowances.
 - 2. Division 01 Section "Unit Prices" for administrative requirements governing the use of unit prices.
 - 3. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
 - 4. Division 01 Section "Construction Progress Documentation" for administrative requirements governing the preparation and submittal of the Contractor's construction schedule.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Coordinate line items in the schedule of values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with continuation sheets.
 - b. Submittal schedule.
 - c. Items required to be indicated as separate activities in Contractor's construction schedule.
 2. Submit the schedule of values to Landscape Architect at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 3. Sub-schedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values coordinated with each phase of payment.
 4. Sub-schedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide sub-schedules showing values coordinated with each element.
 5. Sub-schedules for Separate Design Contracts: Where the Owner has retained design professionals under separate contracts who will each provide certification of payment requests, provide sub-schedules showing values coordinated with the scope of each design services contract as described in Division 01 Section "Summary."
- B. Format and Content: Use Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.
1. Identification: Include the following Project identification on the schedule of values:
 - a. Project name and location.
 - b. Name of Landscape Architect.
 - c. Landscape Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.

Arrange Schedule of values consistent with format of AIA Document G703.

3. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 1) Labor.
 - 2) Materials.
 - 3) Equipment.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of the Contract Sum.
 - a. Include separate line items under Contractor and principal subcontracts for Project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

- a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.
7. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
 8. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
 9. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.
 10. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.
 11. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment following the initial Application for Payment shall be consistent with previous applications and payments as certified by Landscape Architect and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Submit Application for Payment to Landscape Architect by the 3rd day of the month. The period covered by each Application for Payment is one month, ending on the last day of the month.
1. Submit draft copy of Application for Payment seven days prior to due date for review by Landscape Architect.
- D. Application for Payment Forms: Use AIA Document .G702 and AIA Document G703 as form for Applications for Payment.
- E. Application for Payment Forms: Use forms provided by Owner for Applications for Payment. Sample copies are included in Project Manual.
- F. Application for Payment Forms: Use forms acceptable to Landscape Architect and Owner for Applications for Payment. Submit forms for approval with initial submittal of schedule of values.
- G. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Landscape Architect will return incomplete applications without action.
1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.
 2. Include amounts for work completed following previous Application for Payment, whether or not payment has

- been received. Include only amounts for work completed at time of Application for Payment.
3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
 4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.
- H. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.
1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.
 2. Provide supporting documentation that verifies amount requested, such as paid invoices.
Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.
 3. Provide summary documentation for stored materials indicating the following:
 - a. Value of materials previously stored and remaining stored as of date of previous Applications for Payment.
 - b. Value of previously stored materials put in place after date of previous Application for Payment and on or before date of current Application for Payment.
 - c. Value of materials stored since date of previous Application for Payment and remaining stored as of date of current Application for Payment.
- L Transmittal: Submit two signed and notarized original copies of each Application for Payment to Landscape Architect by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- J. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from entities lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.
1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
 2. This application shall reflect Certificate(s) of Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- N. Final Payment Application: After completing Project closeout requirements, submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 9. Final liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 5000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1

DESCRIPTION

Work covered by this section includes the provision of temporary facilities for the execution of the work, for the protection of the work, for the protection of the health, safety, and well-being of persons at the site and the public in general, and for the protection of public and private properties.

1.2 QUALITY PERFORMANCE

Comply with and perform all work in accordance with the requirements of local authorities and utility companies having jurisdiction and applicable codes, regulations, and ordinances. Secure approvals from local authorities and utility companies on all repairs, relocations, and connections, disconnects, and the work.

1.3 CARE AND REPLACEMENT

Use all means to maintain temporary facilities and controls in proper and safe condition. In the event of loss or damage, immediately make all repairs and replacements.

1.4 SUBMITTALS

Name and qualifications of person or persons who will be available to render first aid.

Names, addresses, and telephone numbers of personnel who can be telephoned and act on behalf of Contractor in the event of emergencies or other problems requiring prompt attention during the winter shutdown, holidays, night, and other periods when Contractor's superintendent is absent from the project site.

PART 2 - PRODUCTS AND MATERIALS

2.1 GENERAL

Provide all products, utilities, and facilities as required to meet the condition of Paragraph 1,01.A. thereof.

It is agreed that all temporary power lines, roadways, or other facilities which the Contractor furnishes, installs, maintains, and removed at the completion of the work, may be used during the period of construction by the Owner or any of its contractors at such reasonable time or times as may be directed by the Landscape Architect. Likewise,

it is provided that similar facilities of other contractors will become available to the Contractor hereunder, and under conditions as herein provided_ The location of all temporary power lines, roadways, and other temporary facilities necessary shall be subject to the approval of the Landscape Architect, and these shall be located and operated so as not to interfere with other work carried on by the Owner or by other contractors.

2.2 ENCLOSURES

Provide and maintain safe and suitable temporary barricades, obstructions, warning signs, tarpaulins, and other temporary construction necessary for protection of the work and the safety of persons and property.

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 5400 - SECURITY

PART 1 - GENERAL

1.1 PROTECTION OF WORK AND PROPERTY

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work who may be affected thereby, all the work and all the materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Until such time as the work is completed and accepted by the Owner, Contractor shall assume all liability for damage to, or loss or destruction of the work or such materials, or equipment, and Contractor shall, at its expense, repair or replace to the Owner's satisfaction, all damage to, or loss or destruction of, the work or such materials or equipment which results from any cause whatsoever.

The Contractor shall at all times consult with and obtain approval of the Owner or his representative for the storage of material, operation of equipment, placing of temporary structures or dispositions of any surplus or waste materials.

Neither the materials excavated nor the materials or plants used in the construction of the work shall be so placed as to prevent free access to all fire hydrants, valves, or manholes.

The Contractor shall so conduct the work that no equipment, material, or debris will be placed or allowed to fall upon private property in the vicinity of the work unless he shall have obtained the Owner's written consent thereto and shall have shown his written consent to the Landscape Architect.

1.2 PROTECTION OF GENERAL PUBLIC

The Contractor shall at all times conduct and work in such a manner as to cause the least inconvenience and greatest protection to the general public. The Contractor shall furnish and maintain barricades, warning signs, red flags, lights, and

temporary passageways as may be necessary to protect the work and to safeguard the public. The cost of furnishing and maintaining the above facilities shall be incidental to the contract and no extra compensation for it will be allowed.

Throughout the performance of the work or in connection with this contract, the Contractor shall construct and adequately maintain suitable and safe crossings over trenches and such detours as are necessary to care for public and private traffic. The material excavated from trenches shall be compactly deposited along the sides of the trench or elsewhere in such a manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other Contractors, or to the Owner.

The Contractor shall at all times so conduct the work that the abutters shall have reasonable access to their property.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 5620 - ENVIRONMENTAL GUIDELINES

PART 1 -GENERAL

1.1 GENERAL

- A. Prohibited Construction Procedures: Prohibited construction procedures include, but are not limited to: Dumping of soil material into any stream corridor, any wetlands, any surface waters, or unspecified locations including the 100-year floodplain, Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, or any water surface. Pumping of silt-laden water from trenches or other excavations into any surface waters, any stream corridors, or any wetlands.

Damaging vegetation adjacent to, or outside of, the access road or the right-of-way.

Disposal of trees, brush, and other debris in any stream corridors, any wetlands, any surface waters, or at unspecified locations including the 100-year floodplain. Permanent or unspecified alteration of the flow line of the stream.

1.2 SITE CLEARING AND TOPSOIL STRIPPING AND STOCKPILING

The Contractor is not allowed to remove any trees or shrubs without prior approval of the Landscape Architect. Trees and shrubs to be moved or preserved will be marked for the Contractor by the Landscape Architect. Trees which must be pruned shall be cut cleanly and painted with tree paint. If the tree is damaged, the wood shall be repaired with Cabots Tree Healing Paint or approved equal.

After interfering vegetation has been removed, the Contractor shall strip any and all topsoil from the area to be excavated and stockpile it for future use.

1.3 EROSION AND SEDIMENT CONTROL

Erosion Control: Erosion control procedures shall be utilized within the right-of-way. Erosion control shall occur as required and, immediately following (weather permitting) completion of site and access clearing.

Sediment Control: To allow sediment to settle out of water that interferes with construction before such waters enter any surface waters, dewatering operations shall direct pump-age as far from the stream bank as possible. Care should be taken not to damage or kill vegetation by excessive watering or by damaging silt accumulation in the discharge area. Settling basins should be constructed and used as specified where necessary to protect vegetation and to achieve environmental objectives.

1.4 SITE RESTORATION

After the completion of grading operations, the area shall be prepared immediately (weather permitting) for restoration of vegetation.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 5634 - PROTECTING EXISTING UTILITIES**PART 1 - GENERAL**

- A. Various underground and surface structures are shown on the Contract Drawings including water and gas pipes, sewers, electrical cables and conduits, drains, culverts, and miscellaneous structures. These structures are plotted on the Drawings from the best information available, but the locations and dimensions where shown do not purport to be absolutely correct, and the information given shall not be construed as representation that such structures will be found or encountered as plotted. Other structures or pipelines may also be encountered which are not shown on the Drawings.
- B. The Contractor shall be entirely responsible for all injuries to water pipes, electric conduits, or cables, drains, sewers, gas mains, poles, telephone and telegraph lines, streets, pavements, sidewalks, curbs and gutters, fences, culverts, building foundations, retaining walls or other structures of any kind met with during the progress of the work and shall be liable for damages to public or private property resulting therefrom. The cost of protection, replacement in their original positions and conditions or payment damages for injuries thereto of pipelines and structures called for on the Drawings or specified shall be deemed included in the bid price, if no specific item is provided, as part of the overhead cost of the work, and no additional payment will be made therefore. If the Contractor, through negligence, disturbs or injures existing gas, water, electric; or telephone facilities required for the performance of the work, the facilities will be repaired by the utility companies at the sole expense of the Contractor. For relocation of any existing utility to facilitate construction, the Contractor will make his own arrangements with the utility companies.
- C. The Contractor shall, at all times in performance of the work, employ approved methods and exercise reasonable care and skill so as to avoid unnecessary delay, injury, damage, or destruction of utility installations and structures; and shall, at all times in the performance of the work, avoid unnecessary interference with or interruption of utility services and shall cooperate fully with the Owners thereof to that end.
- D. Service to fire hydrants shall not be disturbed at any time without permission of the chief of the fire department of the area.

- E. All costs for protection and maintenance of the services and utilities shall be included by the appropriate Contractor in the Contract Sum and no separate payment will be made therefore.
- F. Wherever the structures to be built under this Contract pass under or near other structures, the Contractor shall exercise the utmost care to protect such structures from damage.
- G. The Contractor shall be liable for all damages to any of the existing structures and shall save and keep the Owner and the Landscape Architect harmless from any liability or expense for injuries, damages, or repairs to these structures.
- H. Existing utilities damaged during construction through negligence on the part of the Contractor shall be repaired by personnel of the utility companies involved at the expense of the Contractor.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 7800 CLEAN UP

This section contains the general requirements for maintaining the site and the work in a neat, clean condition at all times.

- A. At all times, maintain the premises and the site free from accumulations of waste materials, rubbish and litter caused by the Contractor's employees, work, or the employees or work of any of the subcontractors.

- B. On or before completion of the work, thoroughly clean all pits, pipes, manholes, channels, tanks, chambers, conduits, and all other items of work and the premises entered upon, and dismantle and remove all temporary structures, tools, scaffolding, surplus materials, supplies, equipment, and rubbish. Should the Contractor fail to comply with the requirements of this paragraph within 24 hours after written notice from the Landscape Architect, then the Owner may perform whatever work is necessary by whatever means he may deem expedient and all expenses incurred by Owner will be charged to and paid for by Contractor.

Keep buildings, structures, and other enclosed areas free from unattended combustible material and leave the work "broom clean".

All connections to public highways shall be kept clean of earth material or granular material daily.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

TECHNICAL SPECIFICATIONS

SECTION 31 2000 - EARTHWORK**PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.

1.2 SUMMARY

- A. Extent of earthwork is indicated on drawings and includes, but is not limited to:
1. Stripping and stockpiling of topsoil.
 2. Sanitary, storm, and water service trench excavation.
 3. Other utility trench excavations as designated on the Contract Drawings.
 4. Preparation of subgrade for buildings, walks and pavements.
 5. Excavation and removal of unsuitable bearing material.
 6. Furnishing and placing earth materials.
 7. All other associated earthwork as necessary to perform the work under this contract in conformance with the alignments, grades and detailed sections provided.
- B. Excavation for work specified in other Divisions shall be done in accordance with the requirements of this section but shall be the responsibility of the Contractor supplying the work of other Divisions.

1.3 QUALITY ASSURANCE

- A. Contractor shall prepare subgrade elevations with the intent of achieving finished grades as shown on the Contract Drawings or as specified by the Owner's Representative, accounting for subbase requirements, slab thickness, trench depths etc., as shown on the Contract Drawings or specified elsewhere in the Contract Document.
- B. The Owner shall have an independent testing agency perform required Special Inspections for soil conditions fill placement and load-bearing requirements. The Contractor shall also provide an independent testing agency, approved by the Owner's Representative, for testing requirements not included as part of the Special Inspections requirements.
- C. Soil compaction requirements and soil moisture requirements as delineated in other 31 2323.23.1 Sections shall be followed.
- D. Erosion control measures as delineated in other Section 31 2500 shall be followed.

1.4 SUBMITTALS

- A. Results of all gradation tests and Proctor test reports required.
- B. Measurements and computed volumes of unsuitable material removed, as required.
- C. Measurements and computed volumes of rock removal, as required.
- D. Field compaction density tests and retests.
- E. Detailed photographic or videographic record of pre-existing on-site and off-site conditions.

1.5 STORAGE AND HANDLING

- A. Stockpiling of earth spoil or excess earth material on the site or storage of excavated materials for reuse shall be done in a manner which will not hinder the progress of the

- work; cause any nuisance; or cause spillage or tracking of materials from the transporting vehicle onto public highways or cause an inconvenience to adjacent property owners.
- B. Obstruction of roads, driveways, sidewalks, or interference with drainage along gutters, ditches, or drainage channels with stored material is not permitted.
 - C. Promptly remove materials not specified for storage or reused (i.e. excavated asphalt). Burning or burial of materials at the site is not permitted. Such materials shall be disposed of off-site in conformance with applicable legal requirements.
 - D. Earth excavation shall include the satisfactory removal and disposal of all materials encountered, regardless of the nature of the materials, or the manner in which they were excavated, except materials classified as rock excavation. Should the excavation requirements exceed the fill requirements on-site, the Contractor shall remove and dispose of the excavated material off-site. The Contractor shall pay all costs for this removal and disposal.
 - E. Topsoil suitable for final placement and grading shall be excavated and stockpiled on-site for future use. The stockpile shall be well-shaped and graded in order to shed water and to avoid contamination by other granular or earth materials temporarily stockpiled on-site.

1.6 JOB CONDITIONS

- A. Contractor shall verify that survey benchmark and intended elevations for the work are as indicated. Contractor shall verify existing site conditions.
- B. Utilities shown on the Contract Drawings are for the convenience of the Contractor, exact locations are not guaranteed. The Contractor shall verify existing utilities with the proper authorities.
- C. Keep graded surfaces well drained, but avoid erosion. Do not place earth fill on wet grade, in water, or over ice or snow. Excavations shall be maintained free of water.
- D. Filling with frozen materials or when materials already in place are frozen, is not permitted.
- E. Provide and maintain suitable temporary crossings over open ditches when required to maintain access.
- F. Do not backfill against concrete elements until bearing surfaces have reached design strength or are properly braced and backfilling operations are approved.
- G. The Contractor shall take precautions to protect from harm the work of other contractors on site, existing facilities, as well as adjacent property. The Contractor shall be responsible for all damage or injury done to pipes, structures, pavement, property or person as a result of excavations required to complete the work and shall repair or replace such property or item to the satisfaction of the property owner, public agency having jurisdiction and/or Owner's Representative at no additional cost to the Owner.
- H. The existing ground elevations as shown on the Contract Drawings are believed to be reasonably correct. The Contractor shall satisfy himself, by actual examination of the site of the work, as to the existing elevations and the amount of work required under this section. No claim shall be made by the Contractor for additional compensation by the reason of the fact that conditions are other than as shown.
- I. When excavating in or adjacent to the traveled portion of highways or driveways, take whatever measures are necessary to protect the road surfaces from becoming undermined.
- J. Responsibility for cleaning private and public roads of any material carried onto these roads by trucks or other equipment shall be the Contractor's and his Bid for the Work shall include any costs to complete the work.

- K. The Owner and Owner's Representative do not guarantee that all required excavation could be executed by use of machinery. In some cases, it may be necessary to revise proposed alignments, which may preclude the use of machinery. In this event, the Contractor shall be required to perform this work by any method at the same unit prices bid in the Proposal, with no additional compensation due to the inability to use machinery.
- L. Selected information taken from existing documents may be shown on the Drawings and is noted as such. Such information is for the convenience of the Contractor and is not guaranteed.

PART 2 - PRODUCTS

2.1 NATURAL MATERIALS DEFINED

- A. Topsoil - shall be the surface layer of soil with no admixtures or material toxic to plant growth. Care should be taken to limit the amounts of subsoil refuse, roots, branches, stones, clay lumps, similar objects larger than one-inch, and other debris mixed with the topsoil during stripping and stockpiling. Sod and herbaceous growth such as grass and weeds need not be removed but shall be thoroughly broken up during the pulverizing process. All topsoil utilized for athletic field construction shall have a maximum particle diameter of 1".
 - 1. Imported topsoil shall meet the following requirements:
 - a. The pH of the material shall be between 5.5 and 7.6.
 - b. The organic content shall be not less than 2% or more than 20%.
 - c. Gradation requirements (by weight) shall be 100% passing the 2" sieve, 85-100% passing the 1" sieve (100% for athletic fields), and 20-80% passing the #200 sieve.
 - 2. The Contractor shall be responsible for amending imported topsoil with approved materials and by approved methods to meet the above specifications, at no additional cost to the Owner. The material shall be stockpiled and tested prior to use on the project. The processed topsoil is subject to approval by the Owner's Representative.
- B. Rock - shall comprise solid rock in the original bed or in well-defined ledges, and which can only be removed by blasting, ramming and/or jack hammering. It shall include boulders or detached pieces of rock two cubic yards or greater in size.
- C. Unsuitable soils - (if encountered) are defined as materials for which optimum moisture content cannot be achieved and which, as a result, cannot be properly placed and compacted in accordance with the contract drawings or the requirements stated herein. The costs associated with the removal of unstable soil shall be paid as a change order if approved by the Owner's Representative in writing prior to this work being done.
- D. Mass Fill (Not under Building Footprint) - Soil or other materials used to raise site grades. Acceptance of all types of fill shall be based on the above requirements, and the Owner's Representative shall make final acceptance. Such acceptance or rejection of materials shall be binding upon the Contractor. Unless otherwise specified, shown on the Contract Drawings, or directed by the Owner's Representative, trench and utility fill material may consist of suitable, excavated material. To the extent it is available, fill material shall consist of approved on-site materials. When there are insufficient approved materials on-site, import additional material from off-site at no additional cost to the Owner. The Contractor shall obtain all permits necessary to furnish off-site borrow.

PART 3 - EXECUTION

3.1 MANNER OF EXECUTION

- A. The work shall be performed by methods acceptable to the Owner's Representative. Excess excavated earthen materials shall be stockpiled on site in a manner and location acceptable to the Owner's Representative. Material such as excavated asphalt shall be disposed of off-site in conformance with applicable legal requirements and in a manner acceptable to the Owner's Representative. Materials for reuse on the project shall be stockpiled in an approved designated area adjacent to the work site.
- B. Provide adequate temporary crossovers for pedestrian and vehicular traffic, including temporary gravel drives, guardrails, lamps, flags; remove it when necessity for such protection ceases.
- C. Protect trees indicated to remain in place by means of wrapping, banding, guys, or other methods, as required.
- D. When work is in public right-of-way, the Contractor shall make necessary arrangement for permits, as required, at no extra cost to the Owner.
- E. Pipe trenching, building foundations, and structural undercuts: under normal conditions, the excavation shall be vertical open cut from the ground surface.
- F. Bottom of excavations shall be finish graded by hand methods to receive bedding. The stone bedding shall be placed, compacted, and trimmed by hand to ensure the grade as necessary or as detailed.

3.2 METHODS OF CONTROL FOR EXCAVATIONS AND GRADING

- A. The Contractor shall employ at the site a licensed surveyor responsible for the proper layout of utilities, structures, and drainage. He shall maintain adequate stakeout control for inspection of the work and to accurately complete construction.
- B. The alignment and depth of subgrades of all pipe trenches shall be determined by overhead grade lines or laser at Contractor's option, installed and maintained by his surveyor.
- C. In the event that rock is encountered, the Contractor will take cross sections of the rock uncovered. No removal shall begin until adequate time has been given the Owner's Representative for inspection and to verify the measurement of rock material.

3.3 LIMIT OF EXCAVATION AND STOCKPILING OF TOPSOIL

- A. Prior to any excavation or embankment or as directed by the Owner's Representative, topsoil shall be removed. Avoid mixture with subsoil when stripping topsoil. Topsoil work, such as stripping, stockpiling and similar work shall not be carried out when soil is wet so that tilth of soil will be destroyed.
- B. Topsoil shall be cleaned of any major roots, boulder, etc. and stockpiled as previously described within designated on-site areas as approved by the Owner's Representative. Stockpiled topsoil shall be free from trash, brush, stones over 2" in diameter, and other extraneous matter. Proper drainage and erosion control measures shall be in place around the stockpiles.
- C. Stockpiled topsoil will be used in finish grading and preparation of lawns and planting beds. No topsoil shall be removed from the site without the prior approval of the Owner's Representative. All topsoil used in athletic field grading shall be screened to remove any materials larger than 1-inch in diameter.

- D. If the Contractor fails to strip and stockpile all available topsoil within the limits of areas disturbed by his work, the Contractor shall at no cost to the Owner, import adequate topsoil to cover the disturbed areas to a minimum depth of 6 inches.
- E. If topsoil does not exist, in sufficient quantity, on the site, the Contractor shall deliver, place and spread a sufficient quantity of acceptable topsoil necessary to achieve a depth of 6" over the entire area of the site indicated on the contract drawings to receive lawns and planting. Secure all topsoil from an approved source and submit a mechanical and chemical analysis to the Owner's Representative for any topsoil that is to be delivered.
- F. If excess quantities of topsoil exist, the Contractor shall notify the Owner's Representative immediately. The Owner's Representative will determine whether the Contractor shall screen and spread the excess topsoil on-site in designated areas, leave the excess topsoil properly stockpiled on-site, and/or remove and dispose of the excess topsoil from the site. Contractor's price bid shall include the costs to complete any one or a combination of these alternatives.

3.4 ROUGH GRADING

- A. The Contractor shall be responsible for providing all necessary fill materials.
- B. Temporary Ditches, Swales: Install temporary or permanent diversion ditches and/or temporary pumps and take other steps as may be required to effectively eliminate potential water damage in accordance with the Contractor's best judgment or instructions received from the Owner's Representative.
- C. Grade Elevations
 - 1. Unauthorized Excavation: Do not perform excavation work for any purposes other than those indicated on the contract drawings, unless so directed by the Owner's Representative.
 - 2. Tolerances: Rough grading of all areas within the property lines including excavated and filled sections and adjacent transition areas, shall be reasonably smooth, compact and free from irregular surface changes. The degree of finish shall be that ordinarily obtainable from either blade, grader or scraper operations as follows:
 - a. Lawns and Planted Areas - Establish a 6" subgrade over all lawn and planted areas to permit the installation of the required topsoil thickness. The finish subgrade in areas to receive lawns or planting shall be no more than 0.25 feet above or below the required grade or approved cross section as indicated on the contract drawings.
 - b. Pavement and Buildings: In all areas to receive paved surfaces, the compacted rough elevation shall be measured at the surface of the pavement subgrade. The tolerance for subgrade surfaces within and to a point 10 feet outside the building areas and in all areas to receive pavement surfaces shall not exceed 0.125 feet above or below the established subgrade elevation with due allowance for pavement materials.
- D. Slopes: All swales shall be finished to drain readily. Unless otherwise indicated on the contract drawings, the surface of the subgrade in areas to receive lawns shall have a minimum slope of 2%.
- E. Round tops and bottoms of all slopes and drainage swales. Adjust slopes at intersections of cuts and fills and warp to flow into each other or into the natural ground surface without noticeable break. Establish earth at tops and bottoms of rock ledges in accordance with instructions received from the Owner's Representative and in a manner that will prevent erosion.

- F. Following stripping, the subgrade shall be compacted sufficiently to develop required compaction to a depth of at least 12". No fill shall be placed until the subgrade has been proof rolled, and approved by the Owner's Representative.

3.5 LIMIT OF EXCAVATION FOR PIPELINES

- A. Trenches shall be excavated to the extent necessary to complete the installation and provide a safe working environment.

3.6 LIMIT OF EXCAVATION FOR STRUCTURES

- A. Excavations for structures and facilities shall be of sufficient size to give suitable room for proper construction procedures and no larger, or as shown on the Contract Drawings.
- B. Excavations for structure foundations or footings shall be to solid rock or approved undisturbed bearing soil. Remove loose materials and debris from excavation so that all footings rest on solid rock or approved undisturbed bearing soil.
- C. If unsuitable bearing soil is encountered, the Contractor shall notify the Owner's Representative and shall not proceed further until direction is given.
- D. Ensure that movement of equipment in excavation does not cause working or pumping of underlying soil that is not to be excavated. Should equipment cause the soil to work or pump, use other methods of excavation to maintain the design bearing capacity of the soil.
- E. Provide clearance sufficient for formwork. Banks and sides shall be at angle of repose of recline or sheathed, sheeted, shored and braced as required for safety, and conforming to all applicable laws, rules, regulations and codes. Remove shoring prior to backfilling.

3.7 EXCAVATIONS BELOW SUBGRADE

- A. Whenever excavations are carried beyond or below the lines and grade shown on the Plans, or as given or directed by the Owner's Representative, all such over excavation shall be backfilled with subbase course stone, concrete or other materials as directed by the Owner's Representative. Over excavations at footings, whether directed by the Owner's Representative or unauthorized shall be backfilled with 2,000-psi concrete.
- B. In the event earth materials encountered at subgrades are unsuitable, the Contractor shall immediately notify the Owner's Representative and shall excavate from the limiting subgrades shown or specified, to such new lines and grades, as directed. Excavation below subgrade shall be done only upon express orders of the Owner's Representative.
- C. Backfill materials as a result of over excavation by the Contractor without prior approval from the Owner's Representative shall be provided by the Contractor at no additional cost to the Owner.
- D. All material which slides, fails, or caves into the established limits of excavations due to any cause whatsoever, shall be removed and disposed of at the Contractor's own expense and no extra compensation shall be paid the Contractor for any materials ordered for backfilling the void areas left by the slide, fall, or cave-in. It is the Contractor's responsibility to make all excavations safe for ongoing construction.

3.8 SITE GRADING

- A. Prior to start of work, the Contractor's surveyor shall verify that all boundaries of temporary and permanent easements and property lines are clearly marked in the field so that the work will not violate these boundaries.

- B. The Contractor and his surveyor shall verify the locations and character of structures, underground lines, and subsurface conditions and verify that the described work will not adversely affect them.
- C. The Contractor's Surveyor shall verify that grade stakes have been properly and accurately set.
- D. The Contractor shall excavate, transport, place, compact and uniformly grade the site to the lines and grades shown on the Drawings. The Contractor shall be responsible to subtract from finished grades shown on the plans the depths indicated on the Contract Drawings to ensure that the proper subgrade elevations are established.
- E. The Contractor shall dispose of excess suitable excavated material on-site in locations as directed by the Owner's Representative.
- F. Subgrade surfaces shall drain, be compacted, and well graded.

3.9 UNSUITABLE SOILS REMOVAL METHODS (if required)

- A. **Methods of Removal:** Prior to the start of excavation operations use every means possible to divert water away from work area and to create dry conditions. Through the use of dragline, clamshell, or any other equipment necessary to the removal of unstable soils, excavate and legally dispose of all unacceptable material.
- B. **Precautionary Measures:** At all times during the course of removal of wet and unstable materials, use every means possible to divert the run-off of mud and water and to avoid adversely effecting adjacent construction or site improvement operations. Take every precaution at all times to barricade, rope off, or otherwise protect workmen and the public from open excavations, waterholes, and other hazards resulting from the work of this operation.
- C. **Damage:** The Contractor shall correct any damage to structures, foundations, site improvement work or adjacent property resulting from the work of this operation.
- D. **Degree of Removal Required:** Remove all unstable material to the point of stable earth or as directed by the Owner's Representative.

3.10 EMBANKMENT CONSTRUCTION (if required)

- A. Prior to the placement of materials in fill sections, remove all debris and other deleterious material and stabilize all existing surfaces.
- B. Ground surfaces sloped steeper than 1 vertical on 4 horizontal shall be plowed, stepped, or broken up to permit bonding of the embankment with the existing surface.
- C. Uniformly place and spread fill in successive horizontal layers not more than 8" in compacted depth. Complete compaction to proper density and complete compaction testing prior to placing additional backfill material.
- D. Soil compaction requirements shall be met in successive lifts.
- E. The embankment shall be constructed primarily with suitable on-site materials. The Owner's Representative shall be the sole judge of what constitutes suitable and unsuitable material. When on-site material supplies are exhausted, additional imported material shall be used to complete the embankment.

3.11 PREPARATION OF PAVEMENT SUBGRADES

- A. Prior to placement of fill, any embankment foundation shall be thoroughly inspected by the Owner's Representative. If in the opinion of the Owner's Representative, the embankment foundation is not adequate to support pavement, the embankment foundation shall be

proof-rolled by a roller or loaded ten-wheeler to the satisfaction of the Owner's Representative. Any loose, soft, wet, frozen, organic or otherwise unsuitable material shall be removed.

- B. Shape the entire subgrade to the required line, grade, and cross slope. Remove any protruding stones larger in diameter than 5 inches and fill the resulting depressions with an approved material.
- C. Roll the subgrade surface with a roller weighing not less than 10 tons and achieve the required compaction densities specified. If during construction, the Contractor allows the subgrade to become wet and rutted, re-shape, aerate, recompact subgrade, as required. Compact the entire width of the area to receive pavement and shoulders. Where subgrade failures occur due to rolling, thoroughly roll and compact these areas until no further consolidation is apparent.
- D. When pavements cannot be placed immediately after the preparation of the subgrade, the entire subgrade area shall be restricted to construction traffic until subbase materials can be placed.
- E. After rolling, the finished subgrade shall not vary more than 0.05 feet from the established grade and cross slope.
- F. Do not disturb the finished subgrade by traffic or other operations and protect and maintain in a satisfactory condition until the overlaying granular materials are placed.

3.12 STORAGE OF MATERIALS

- A. All excavated materials shall be stored in locations so as not to endanger the work, and so that easy access may be had at all times to all parts of the excavation. Stored materials shall be kept neatly piled and trimmed, so as to cause as little inconvenience as possible to other Contractors on site or to adjoining property owners.
- B. Topsoil suitable for final grading shall be removed and stored on-site separately from other excavated material.
- C. Any stockpiles created and not re-used within 14 days shall be seeded to prevent erosion. Silt fence shall be installed and maintained around stockpiles as appropriate.

3.13 SOIL STABILIZATION

- A. A geotextile layer shall be placed upon the completed subgrade of pavements, rip-rap, and drainage trenches as shown on the Contract Drawings.

3.14 SETTLEMENT

- A. Repair to proper grade any settlement of slab, pavement, utility structure, lawn, etc. adversely affected by settlement within one (1) year after final acceptance of building at no expense to Owner.

END OF SECTION 31 2000

SECTION 31 2323.230- COMPACTION

PART 1 - GENERAL

1.1 WORK OF THIS SECTION

- A. This section covers the requirements for soils compaction.

1.2 RELATED WORK SPECIFIED ELSEWHERE**1.3 QUALITY ASSURANCE**

- A. The taking of samples and the performing of field compaction density tests and laboratory maximum density tests shall be done by an approved independent testing laboratory, hired, and paid for / by the Contractor.
- B. Provide on-site at least one person who shall supervise and document the soil compaction operations, including testing, and who shall be thoroughly familiar with the various types of compaction equipment, proper compacting techniques and methods, and soils behavior, and who shall direct the compaction operations.
- C. Operations under this section of the specifications will be subject to continuous inspection by the Architect/Engineer and the soils testing laboratory. The Architect/Engineer and the testing laboratory will determine and be the sole judge of the conformance of materials, workmanship, and compaction with the requirements of the contract documents.

1.4 SUBMITTALS

- A. List of compaction plans of proposed compaction equipment and description.
- B. The results of the laboratory maximum density tests, certified by the testing laboratory for the various soil and granular materials utilized on the job.
- C. All laboratory field test and re-test reports.

1.5 JOB CONDITIONS

- A. Compaction shall not take place in freezing weather or when materials to be compacted are frozen, too wet or moist, or too dry.
- B. Schedule the work to allow ample time for laboratory tests and to permit the collecting of samples and the performing of field density tests during the backfilling and compaction operations.
- C. Protect pipes, structures, and all other subsurface work from displacement or injury during compaction operations.

PART 2 - PRODUCTS AND MATERIALS**2.1 COMPACTION**

- A. Utilize the proper compaction methods and equipment to suit the soils and conditions encountered.

2.2 LABORATORY TEST REPORTS

- A. As a minimum, the laboratory maximum density test reports shall contain the following:
1. Laboratory's name.
 2. Date, time, and specific location from which sample was taken and name of person who collected the sample.
 3. Moisture - Density Curve plotted on graph paper to as large a scale as is practical with all points used to derive the curve being clearly visible.
 4. Designation of the test method used.
 5. The optimum density and moisture content.
 6. A description of the sample.
 7. The date the test was performed and the name of the person who performed the test.
 8. The project name, identification, and contractor's name.
 9. The signature of a responsible officer of the testing laboratory certifying to the information contained in the report.
- B. As a minimum, the field compaction density testing reports shall contain the following:
1. Laboratory's name.
 2. Date, time, depth, and specific location at which the test was made and the person's name who performed the test.
 3. Designation of the test method used.
 4. Designation of the material being tested.
 5. Test number.
 6. In place dry density and moisture content.
 7. Optimum density and moisture content.
 8. Percentage of optimum density achieved.
 9. The project name, identification, and contractor's name.
 10. The signature of a responsible officer of the testing laboratory certifying to the information contained in the report.

2.3 OTHER MATERIALS

- A. All other materials which are required to achieve adequate compaction shall be as selected by contractor subject to approval of Architect/Engineer.

PART 3 - EXECUTION**3.1 INSPECTION**

- A. Verify that layers of material are no thicker than the maximum thickness specified in other Sections.
- B. Verify that moisture content is nearly optimum.
- C. Do not begin compaction operations until conditions are satisfactory.

3.2 PERFORMANCE

- A. Compaction densities shown are percentages of the maximum density obtainable at optimum moisture content as determined by ASTM D1557, Method C.
- B. Moisten or dry each layer of material to achieve optimum moisture content. Unless otherwise specified or directed by Architect/Engineer, compact each layer of material to the following required densities:

Location	Percentage of Modified Proctor Test Density
Under concrete slab, foundations, and footings (engineered fill)	97*
Backfill at Structures	95%
Undercut Backfill	95%
Embankments	95%
Paved Areas	95%
Impervious Barriers	95%
Trench Backfill	
Under Traffic Areas (Including sidewalks)	95%
Non-Traffic areas	90%
Other Landscaped Areas	90%
*100% for granular material if specified	

3.3 FIELD QUALITY CONTROL

- A. Perform laboratory maximum density test for each type of soil proposed for use or encountered in the work. Determine optimum moisture content in accordance with ASTM D1557, Method C.
- B. Architect/Engineer will designate the time, date, and exact location of all field compaction density tests. Field density tests may be ordered by the Architect/Engineer at his discretion in accordance with the following average frequencies:
1. Structures, Roads, and Trenches: One test for each lift of compacted fill and base material at intervals of approximately 100 feet along structure walls and roadways, but not less than one test per 1,000 square feet of area.
 2. Under Structures, Foundations, Slabs, and Footings: One test for every 75 cubic yards of compacted fill or backfill but not less than two per lift.
 3. Embankments: One test for every 100 cubic yards of compacted fill but not less than two per lift.

4. Landscaped Areas: One test per 300 cubic yards of compacted fill but not less than two per lift.

C. Field density and moisture testing shall conform to the requirements of ASTM D1556 (sand cone) or D2922 and ASTM D3017 (nuclear density). Soils shall be described in accordance with ASTM D2488, Visual-Manual Procedure.

D. The Contractor is responsible for providing all soils testing and shall include all costs in the bid price.

3.4 COORDINATION

A. Provide all assistance and cooperation during testing and coordinate operations to allow ample time for the required sampling and testing.

3.5 ADJUST AND REPAIR

A. Replace or repair any pipe, structure, or other work which has been displaced, damaged, or injured.

B. Compacted soils not meeting compaction densities shall be re-excavated, re-compacted, and re-tested until requirements are met. Costs of retesting shall be borne by the Contractor.

END OF SECTION 31 2323.23

SECTION 321200 - CONCRETE

PART 1 - GENERAL

1.1 Contract Provisions Incorporated by Reference

- A. The General Provisions of the Contract, including the General and Supplementary Conditions and Division 1, apply to the work specified in this Section.

1.2 Items Required but not Specified

- A. If an item or material of this trade is indicated in the Drawings but not specifically listed in this Section, provide such item or material at a standard of quality equal to the standard established for the balance of the Work specified.

1.3 Execution, Correlation and Intent

- A. In case of an inconsistency between Drawings and Specifications, or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided.

1.4 Description

- A. Work of this Section shall be governed by the Contract Documents. Provide all materials, labor, equipment, engineering and Services necessary to furnish, deliver and install all work of this Section as shown on the drawings, as specified herein, and /or as required by job conditions.

The work shall include but not be limited to the following:

1. Footings and foundation for:

- a) Bench Footings
- b) Planter Footings

- B. Related work specified elsewhere:

Earthwork.....Section 312000

1.5 Quality Assurance

- A. Qualifications of Workmen

- 1. Provide at least one person who shall be thoroughly trained and experienced in the skills required, completely familiar with the design and application of the work described in this section, be present at all times during progress of work of this section, and direct all work performed under this section.

2. For actual installation and finishing of pavement and poured concrete and operation of the required equipment, use only personnel that are thoroughly trained and experienced in the skills required.

B. Standards

1. All standards and recommendations of AC1, CRS1, ASTM cited herein, are considered mandatory as part of this project specification.

1.6 Submittals

- A. Shop drawings shall be submitted to the Landscape Architect for approval in accordance with the requirements of the Contract Documents.
- B. Shop drawings shall include plans, elevations, sections and details showing the extent of the concrete noting all reinforcing dimensions, openings and other data to properly show the full extent of the work.
- C. Mix Designs - Submit for approval the proposed mix proportions for each type of concrete, including color additive.
- D. Submit manufacturer's literature or notarized certificates for each material specified herein.

1.7 Project Conditions

- A. Work notification: Notify Landscape Architect at least 24 hours prior to installation of concrete.
- B. Establish and maintain required lines, surfaces and elevations.
- C. Do not install concrete work over wet, saturated, muddy or frozen subgrade.
- D. Do not install concrete when air temperature is below 40 degrees F. Use of calcium chloride, salt, or any other admixture to prevent concrete from freezing is prohibited.
- E. Protect adjacent work.
- F. Provide temporary barricades and warning lights as required for protection of project work and public safety.
- G. Make field adjustments to avoid utilities. Notify Landscape Architect before making any adjustments.

PART 2 - PRODUCTS

2.1 Materials

- A. **Class "A" Concrete - shall be air entrained ready mixed concrete, 4000 psi, twenty-eight (28) day compressive strength and shall conform to AASHTO designation M-85.**

All cement shall be Portland cement, Type I or II, conforming to AASHTO Designation M-85. Cement shall be by an American manufacturer.

- B. Fine Aggregate (sand) - shall conform to AASHTO Designation M-6 having clear, hard, durable, uncoated grains, free from deleterious substances and shall range in size from fine to coarse within the following percentages by weight:

Passing 3/8" Sieve100%
Passing a No. 4 Sieve95 - 100%
Passing a No. 16 Sieve45 - 85%
Passing a No. 50 Sieve10 - 30%
Passing a No. 100 Sieve2 - 10%

- C. Coarse Aggregate - shall conform to AASHTO Designation M-80 and shall be free of deleterious matter or coatings. Gradation must be within the following percentage by weight:

Passing 1-1/2" Sieve100%
Passing 1" Sieve95 - 100%
Passing 1/2" Sieve25 - 60%
Passing a No. 4 Sieve0 - 10%

- D. Water - shall be clean and fresh, free from salt, grease, acids, alkalis, organic materials or other deleterious materials. When possible, water shall be from a municipal system.
- E. Reinforcement - shall be new deformed billet steel bars free of loose rust, conforming to ASTM A615, Grade 60, with minimum yield of 60,000 psi. Wire fabric shall conform to the "Standard Specifications for Welded Steel Wire Fabric for Concrete Reinforcement" ASTM 185.
- F. Welded wire fabric: provide welded steel, complying with ASTM A185.
- G. Provide other material, not specifically described, but required for a complete and proper installation as selected by the contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 Surface Conditions

A. Inspection

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that concrete pavement be installed in strict accordance with the original design, all pertinent codes and regulations, and all pertinent portions of the referenced standards.

B. Discrepancies

1. In the event of discrepancy, immediately notify the Landscape Architect.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 Preparation

- A. Preparation of Fine Grade: Before any pavement is placed upon the fine grade, the fine grade shall be prepared to line and grade and compacted where practicable with an approved self-propelling roller weighing not less than ten (10) tons. All hollows and depressions which develop under rolling shall be filled with acceptable material and shall again be rolled. This process of shaping, filling and rolling shall be repeated until no depressions develop.

The Contractor shall remove from the subgrade all debris, foreign material, and all other undesirable material designated by the Engineer. The fine grade shall not be muddy or otherwise unsatisfactory when the pavement is placed upon it. If the fine grade becomes rutted or displaced, due to any cause whatsoever, the Contractor shall regrade same without additional payment.

- B. Forms: Forms shall be made of substantial material (preferably steel), with suitable metal dividing plates and of sufficient strength to satisfactorily resist distortion when fastened together and secured in place. Forms and dividing plates shall be of a depth not less than that of the thickness of concrete slab, be properly located with tops set to the designated sidewalk surface and be left in place until the concrete is set.

3.3 Installation

- A. There shall be no less than six (6) sacks of cement per cubic yard. The concrete shall contain no more than six (6) gallons of water per sack of cement, and shall produce a slump of not more than four (4) inches. Air content shall be 7% ($\pm 1\%$).
- B. If the air temperature is below 40 degrees F., the mixing water shall be heated to a temperature not to exceed 150 degrees F., and aggregates shall be freed from frost by injecting live steam into the pile before mixing.

The use of accelerators shall not be used unless prior approval is received from the Landscape Architect.

- C. Concrete shall be deposited within thirty (30) minutes after mixing, as nearly as practicable, in its final position to avoid segregation due to re-handling or flowing.
- D. Proper chutes, troughs and other devices shall be provided to convey concrete to the various levels. In no case shall concrete be deposited from a height that will separate the aggregates.

- E. In placing concrete around reinforcement, care shall be taken to work concrete well around and into thorough contact with the steel and not disturb the location of reinforcement. Mechanical vibrators shall be used to insure consolidation, but over-vibrating which may cause segregation shall be avoided.
- 3.4 Slabs
 - 3.5 Expansion Joints
 - 3.6 Curing
 - A. Concrete shall be protected from the sun and kept moist for at least seven (7) days. During this period, concrete shall be maintained above 70 degrees F. for at least three (3) days or above 50 degrees F. for at least five (5) days. Exposed concrete shall be kept thoroughly wet during the first week, and covered with polyethylene or heavy paper. Liquid membrane curing meeting the requirements of AASHTO Designation M-148 may be used upon approval of the Landscape Architect.
 - 3.7 Finishing
 - A. As soon as the face forms are removed, all fins and other projections shall be removed carefully and offsets leveled and rubbed with carborundum where necessary. Pointing and filling voids shall be done only under the direction of the Landscape Architect.
 - B. The top surfaces shall be finished to true smooth planes by troweling.
 - 3.8 Formwork
 - A. Conform to Chapter 4 of AC1 301 and:
 - 1. Forms shall be of wood, plywood or metal, new and in first class condition. Where concrete will be the finished exposed surface, forms shall have a smooth surface so that the concrete finish will be free from form marks, textures, joint fins and similar defects. In such places form shall be plastic coated plywood or lined with suitable form hardboard. Splayed strips shall be used at external angles where required for the finish of the work.
 - 2. Forms shall be clean and wetted before depositing concrete. Oiling or other similar treatment will not be permitted on exposed concrete. On unexposed concrete, any material used to coat forms to facilitate removal shall be such as will not injure the concrete.
 - 3.9 Protection
 - A. Fresh concrete shall be thoroughly protected from damage due to heavy rain, flowing water, freezing temperatures and mechanical injury.
 - 3.10 Defective Concrete

- A. Concrete work that is not formed as indicated or is not true to alignment, or is not plumb or level, or is not true to grades or levels, is frozen, or has voids or rock pockets, or has saw dust, wood or debris imbedded in it, or does not fully conform to the Contract Documents, shall be considered as defective and shall be removed and replaced by the Contractor at no additional cost to the Owner with work that conforms to the Contract Documents.
- 3.11 Field Quality Control
- A. Provide field quality control testing and inspection during concrete operations.
 - B. Contractor shall provide adequate notice, cooperate with, provide access to the work, obtain samples and assist test agency and their representatives in execution of their function.
 - C. Testing: Provide slump test on first load of concrete delivered each day and whenever requested due to changes in consistency or appearance of concrete.
- 3.12 Protection
- A. Protect concrete work from damage until final acceptance.
- 3.13 Cleaning
- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris and equipment. Repair damage resulting from concrete operations.

END OF SECTION

SECTION 321400 - UNIT PAVERS**PART I GENERAL**

1.01 Section Includes:

- A. Concrete Pavingstone Units.
- B. Sand Setting Bed.

1.02 Quality Assurance:

A. Installation shall be performed by an installer with at least one year experience in placing interlocking concrete paving stones in projects of similar nature and who has completed the ICPI approved Contractor Certification Program in compliance with Cambridge Pavers, Inc.

1.03 Submittals:

- A. Submit samples of concrete pavingstone units indicating color and shape selections.
- B. Submit sieve analysis for grading of bedding sand.
- C. Indicate layout, pattern and relationship of pavingstone joints to fixtures and project formed details.

1.04 Delivery, Storage and Handling:

- A. Deliver concrete pavingstone cubes to site in such a manner that no damage occurs to the product or site.
- B. Sand must be covered with a waterproof cover to prevent exposure to un-climatic conditions.

1.05 Environmental Conditions:

- A. Do not install sand or pavingstones during rain or snowfall.
- B. Do not install sand or pavingstones over frozen base material.
- C. Do not install or screed frozen sand.

PART 2 PRODUCTS

2.01 Manufactured Concrete Pavingstone Units:

- A. Interlocking concrete pavingstone units shall be supplied by a member of the Interlocking Concrete Pavement Institute.
The supplier shall be CAMBRIDGE PAVERS, INC., BASE OF JEROME AVE., P.O. BOX 157,

LYNDHURST, NJ 07071.0157, 201.933.5000, FAX: 201.933.5532, E-MAIL:
chris@cambridgepavers.com; WEB: www.cambridgepavers.com.

B. The pavingstone name/shape, overall dimensions, and color shall be:

Name: **KingsCourt Collection**

Size: **4 Inches X 8 Inches Holland**

Color: **To be selected by OWNER (choice between 3 stock colors: Salmon, Ruby/Onyx and Ruby)**

The pavingstones must be free of surface voids. The surface mix shall be comprised of fine sand and cement with aggregate of less than 1/4 inch. Cambridge ArmorTec will be incorporated in the manufacturing process.

C. Pavingstones shall meet the following requirements set forth in ASTM C-936, Standard Specifications for Interlocking Pavingstone Units:

1. The average compression strength of the units shall be 8000 psi with no individual unit under 7200 psi.
2. The average absorption shall be 5% in accordance with ASTM C-140.
3. Resistance to 50 Freeze-Thaw cycles in accordance with ASTM C-67.

- A. Materials utilized in manufacturing shall conform to the following:
 1. Cement- ASTM C-150
 2. Aggregates- ASTM C-33
 3. Pigment- ASTM C-979
 4. Manufacturing will be performed utilizing ArmorTec technology.

- B. Concrete pavingstone units shall have 1/16 inch thick blind spacer bars to ensure a minimum joint width between units in which the sand is placed. These spacer bars shall not be flush with the unit surface or chamfered edge.

2.02 Bedding Sand:

- A. Bedding sand shall be clean, non-plastic and free from any deleterious matter.
- B. Grading of sand samples shall be done according to ASTM C-136. The sand shall conform to the grading requirements of ASTM C-33 as described in Table 1 below. Bedding sand is also referred to as concrete sand.

Bedding sand may be used for joint sand. However, extra effort in sweeping and compacting the pavers may be required in order to completely fill the joints. If joint sand other than bedding sand is used, the gradations shown in Table 2 are recommended. Joint sand should never be used for bedding sand.

Sieve Size	Percent Passing
3/8" (9.5 mm)	100
No. 4 (4.75 mm)	95 to 100
No. 8 (2.36 mm)	85 to 100
No. 16 (1.18 mm)	50 to 85
No. 30 (600 μm)	25 to 60
No. 50 (300 μm)	10 to 30
No. 100 (150 μm)	2 to 10

- C. The joint sand shall conform to the grading requirements of ASTM C-144 as shown in Table 2 below:

Sieve Size	Natural Sand Percent Passing	Manufactured Sand Percent Passing
No. 4 (4.75 mm)	100	100
No. 8 (2.36 mm)	95 to 100	95 to 100
No. 16 (1.18 mm)	70 to 100	70 to 100
No. 30 (600 μm)	40 to 75	40 to 75
No. 50 (300 μm)	10 to 35	20 to 40
No. 100 (150 μm)	2 to 15	10 to 25
No. 200 (75 μm)	0	0 to 10

PART 3 EXECUTION

3.01 Examination:

- A. Verify that sub-grade preparation, compacted density and elevations conform to specifications.
- B. Verify that geotextiles, if applicable, are according to specifications.
- C. Verify that the aggregate base material, thickness, compaction, surface tolerances and elevations are according to specifications.
- D. Verify location, type, installation and elevations of edge restraints around the perimeter area to be paved.
- E. Beginning with the bedding sand and pavingstone installation means acceptance of base and edge restraints.

3.02 Installation:

- A. Spread the bedding sand evenly over the base course and screed to a nominal thickness of 1 inch, not exceeding 1 1/2 inches. The screeded sand shall not be disturbed. Screed sufficient sand to stay ahead of the laid pavingstones.

- B. Ensure that pavingstones are free of foreign materials before installation.
- C. Remove pavingstones by the band vertically, from top to bottom, using multiple cubes.
- D. Lay pavingstones in the pattern specified and maintain straight pattern lines.
- E. Ensure consistent joints between pavingstones; 1/16 inch to 1/8 inch wide.
- F. Fill any gaps at the edges of the paved area with cut pavingstones or edge units. Units cut no smaller than one-third of a whole pavingstone are recommended along edge areas subject to vehicular traffic.
- G. Utilize a power-driven masonry saw for cutting pavers.
- H. A low amplitude, high frequency plate vibrator shall be used to vibrate the pavingstones into the sand bed. Refer to Table 3 below to select size or compaction equipment:
- I. Vibrate the pavingstones, sweeping dry sand into the joints and continue vibrating until the joints are full.
This could require at least two or three passes with the vibrator. Do not vibrate within 3 feet of an unrestrained edge of a pavingstone.
- J. All work done within a day shall be fully compacted with sand-filled joints to within 3 feet of unrestrained edges.
- K. Excess sand shall be swept over the surface of the pavingstones when the job is complete.
- L. The final surface elevation of the pavingstones shall not deviate more than 3/8 inch under a 10 foot straightedge.
- M. The final surface elevation of the pavingstones shall be 1/8 inch to 1/4 inch above adjacent drainage inlets, concrete collars or channels.

3.03 Field Quality Control:

- A. After removal of excess sand, check pavingstone surface area and final elevations for conformance to the drawings and specifications.

END OF SECTION

SECTION 329150 – SITE FURNISHINGS

PART 1 - GENERAL

1.01 CONTRACT PROVISIONS INCORPORATED BY REFERENCE

A. The General Provisions of the Contract, including the General and Supplementary Conditions and Division 1, apply to the work specified in this Section.

1.02 ITEMS REQUIRED BUT NOT SPECIFIED

A. If an item or material of this trade is indicated in the Drawings but not specifically listed in this Section, provide such item or material at a standard of quality equal to the standard established for the balance of the Work specified.

1.03 EXECUTION, CORRELATION AND INTENT

A. Benches and planters will be supplied by the OWNER for movement and installation by the CONTRACTOR.

1.04 SECTION INCLUDES

A. Furnish all labor, equipment and perform all operations necessary for delivery and installation of the work of this section as shown on the Drawings, as herein specified and as evidently required to properly complete the following items:

- Benches - 5 total
- Planters - 10 total

1.05 RELATED WORK DESCRIBED ELSEWHERE

- 1. Section "Earthwork"
- 3. Section "Concrete Pavement"
- 4. Section "Pre-Cast Concrete Pavers"

PART 2 - PRODUCTS

BENCHES AND PLANTERS

Benches and planters as manufactured by Kenneth Lynch & Sons Oxford, CT.

BACKED BENCH

Model # 3339A-B - 8' Cortona Park Bench with back and arms
Mounting: Surface
Quantity: 1

BACKED BENCH

Model # 3339A-B - 6' Cortona Park Bench with back and arms

Mounting: Surface

Quantity: 1

BACKLESS BENCH

Model # 3339B – 6' Backless Bench without arms

Mounting: Surface

Quantity: 3

PLANTER

Model # 404 - 42" Round Planter

Mounting: None, Sits on Surface

Quantity: 10

PART 3 - EXECUTION**INSTALLATION****General**

The work related to each of the site improvement items shall be fabricated, constructed and finished in every respect in a good, workmanlike and substantial manner, to the full intent and meaning of the drawings and specifications. All parts necessary for the proper and complete execution of the work, whether the same may have been specifically mentioned or not, or indicated on the drawings, shall be done or furnished in a manner corresponding with the rest of the work as if the same were specifically herein described.

Surface mounting of provided benches shall be in accordance with manufacturer's specifications.

The workmanship shall be first-class in every respect and neat in appearance. All work shall meet the requirements of the local codes, and other authorities having jurisdiction over the work.

All excavation and backfill operations shall conform to the details shown on the drawings and the applicable provisions specified under Excavation & Fill and Grading, Sections.

Clean-up - Site shall be left free of all debris and in a clean, orderly manner.

END OF SECTION

SECTION 329200 – TURF AND GRASSES**PART 1 - GENERAL****1.1 Contract Provisions Incorporated by Reference**

- A. The General Provisions of the Contract, including the General and Supplementary Conditions and Division 1, apply to the work specified in this Section.

1.2 Items Required but not Specified

- A. If an item or material of this trade is indicated in the Drawings but not specifically listed in this Section, provide such item or material at a standard of quality equal to the standard established for the balance of the Work specified.

1.3 Execution, Correlation and Intent

- A. In case of an inconsistency between Drawings and Specifications, or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided.

1.4 Section Includes

Planting required for the Work is indicated on the Drawings and, in general, includes seeding construction disturbance.

1.5 Related Work Described Elsewhere

- A. Division 2 Section "Earthwork"
- B. Division 2 Section "Exterior Plants"

1.6 Quality Assurance**A. Qualifications of Workmen**

Provide at least one person who shall be present at all times during execution of this portion of the Work, be thoroughly familiar with the type of materials being installed and the best methods for their installation, and direct all work performed under this Section.

B. Standards

1. All planting material shall meet or exceed the standards of the USDA National Organic Program, and/or specifications of Federal and State laws requiring inspection for plant disease and insect control.
2. Quality shall conform to the current edition of "Horticultural Standards" for number one grade nursery stock, as adopted by the American Association of Nurserymen. ANSI 2260.1 - Nursery Stock.

1.7 Submittals**A. Certificates**

1. All certificates required by law shall accompany shipments.
2. Prior to installation, deliver all certificates to the Owner.

1.8 Product Handling**A. Delivery and Storage**

1. Deliver all items to the site in their original containers with all labels intact and legible at time of Owner's inspection.
2. Immediately remove from the site all seeding materials which are not true to name and all materials which do not comply with the provisions of this Section of these Specifications.
3. Use all means necessary to protect seeding materials before, during, and after installation and to protect the installed work and materials of all other trades.

B. Replacements

In the event of damage or rejection, immediately make all repairs and replacements necessary at no additional cost to the Owner.

1.9 Planting Season**A. Seeding**

Seeding shall be done between April 1st to June 10th and/or August 25th and October 15th.

B. Variance

If special conditions exist which may warrant a variance in the above planting dates, a written request shall be submitted to the Owner stating the special conditions for the proposed variance. Regardless of the time of seeding or sodding, the Contractor shall be responsible for a full growth of grass.

PART 2 - PRODUCTS

2.1 Topsoil

A. General

Topsoil, except that existing on the site, will not be made available by the Owner. The Contractor shall be responsible for supplying any additional topsoil needed and hauling it to the site. It shall be obtained in a sustainable manner from naturally well-drained areas. It shall not be excessively acid or alkaline nor contain toxic substances which may be harmful to plant growth. Topsoil shall be without admixture of subsoil and shall be cleaned and free from clay lumps, stones, stumps, roots, or similar substances one inch or more in diameter, debris, or other objects which might be a hindrance to planting operations. Furnish all topsoil required to complete the work. Materials removed shall be disposed of by the Contractor.

B. Testing

The Contractor shall take representative samples of topsoil from the site and from topsoil to be hauled in and shall submit samples to a Soil Testing Laboratory for chemical analysis, and physical analysis. The Contractor shall indicate to the testing agencies that turf is to be planted and who the Owner is. The Contractor shall forward to the Owner two copies of analysis and recommendations of the testing agencies.

2.2 Fertilizer

A. General

All fertilizer shall be a balanced, certified organic fertilizer delivered to the site in bags labeled with a manufacturer's guaranteed analysis of 5-3-3 or higher. (As provided by Fertrell Company; www.fertrell.com/fertrell_dealers.htm or approved equal)

B. Commercial Fertilizer

Commercial fertilizer shall be a complete fertilizer in which all elements shall be derived from organic sources such as greensand, rock phosphate, alfalfa meal, sulfate of potash, Chilean nitrate, and vegetable or animal proteins such as peanut meal or feather meal.

Fertilizer shall be mixed, as specified, and delivered to the site in standard, unopened containers showing weight, guaranteed analysis, and name of manufacturer.

C. Special Protection

If stored at site, protect fertilizer from the elements at all times.

2.3 Soil Amendments

A. Peat

Peat shall be moist. It shall be finely shredded, consist of 90 percent organic moss peat, be brown in color, and suitable for horticultural purposes. Shredded particles shall not exceed one (1) inch in diameter. Peat shall be measured in air dry condition, containing not more than 35 percent moisture by weight. Ash content shall not exceed 10 percent.

B. Limestone

Ground dolomitic limestone shall be an approved agricultural limestone and shall contain not less than 85 percent of total carbonates. Limestone shall be ground to such fineness that 50 percent will pass a 100 mesh sieve, and 90 percent will pass a 20 mesh sieve.

2.4 Grass Seed

A. General

All grass seed shall be:

1. Certified Organic.
2. Grade A recent crop seed.
3. Free from noxious weed seeds and re-cleaned.
4. Delivered to the site in sealed containers with dealer's guaranteed analysis.

C. Seed Mix:

Lawn Areas:

Northeast Sun and Shade Mix as manufactured by:
Northeast Nursery, Inc.
6 Dearborn Road
Peabody, MA 01960
(978) 854-4520

Or approved equal.

Seed to be applied at a rate of 4lbs. per 1,000 SF.
Wet, moldy, or otherwise damaged seed will be rejected.

PART 3 - EXECUTION

3.1 Surface Conditions

A. Inspection

1. Prior to all work of this Section, carefully inspect the installed work of all other trades, and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that seeding may be completed in accordance with the original design and the reference standards.

3.2 Subgrade Preparation

- A. The Contractor shall do whatever grading is necessary to bring the subgrade to a true, smooth slope, parallel and 4" below finished grade, for all seed bed areas. Remove all existing lawns and grasses, including roots.
- B. There must be sufficient grade staked to insure correct line and grade of subgrade of finished grade.
- C. Immediately prior to being covered with topsoil, the top 3" of the subgrade shall be raked or otherwise loosened and shall be free of stones, rock, and other foreign material 2" or greater in dimensions.

3.3 Finish Grade Preparation

- A. Topsoil shall not be delivered or worked in a frozen or muddy condition.
- B. Topsoil shall be placed and spread over approved areas to a depth sufficiently greater than 4" in "loam and seed" and "lawn restoration" areas so that after natural settlement and light rolling, the completed work will conform to the lines, grades, and elevations indicated.
- C. After topsoil has been spread in approved areas, it shall be carefully prepared by scarifying or harrowing, and stones over one inch in diameter shall be removed from the topsoil. It shall be free of smaller stones in excessive quantities.
- D. The whole surface shall then be rolled with a roller which weighs not more than 100 pounds per foot of width. During the rolling, all depressions caused by settlement of rolling shall be filled with additional topsoil, and the surface shall be regraded and rolled until presenting a smooth and even finish to the required grade.

3.4 Seed Bed Preparation

- A. After the areas to be seeded have been brought to the grades specified, spread limestone at a rate recommended by the soil test results.
- B. Apply fertilizer at the rate recommended by the soil test results. Thoroughly and evenly incorporate fertilizer and lime with the soil to a depth of 3" by discing or other approved method. In areas inaccessible to power equipment, use hand tools. Adjacent to trees and shrubs, use hand tools to avoid disturbances of the roots.

- C. The Contractor shall reconstitute the soil, as may be recommended by a soil testing agency, prior to use as planting soil. Any deficiencies in the topsoil shall be corrected by the Contractor, as recommended, at no expense to the Owner.
- D. After incorporation of fertilizer and lime into the soil, the seed bed shall be fine graded to remove all ridges and depressions and the surface cleared of all debris and of all stones one inch or more in diameter.

3.5 Seeding

- A. Immediately before seeding, the ground shall be restored, as necessary, to a loose friable condition by discing or other approved method to a depth of not less than 2". The surface shall be cleared of all debris and of all stone 1" or more in diameter.
- B. Seed all areas to be seeded with specified grass seed, sowing evenly with an approved mechanical seeder at the rate of 6 pounds per 1,000 square feet. Spread seed when soil is moist. Cultipacker, or approved similar equipment, may be used to cover the seed and to firm the seed bed in one operation. In areas inaccessible to cultipacker, the seeded ground shall be lightly raked and rolled in two directions with a water ballast roller. Extreme care shall be taken during seeding and raking to insure that no change shall occur in the finished grades and that the seed is not raked from one spot to another.
- C. Promptly after seeding, wet the seed bed thoroughly, keeping all areas moist throughout the germination or establishment period.
- D. Mulch shall be placed immediately after seeding. Straw that has been thoroughly fluffed shall be spread evenly and uniformly at the rate of two to three tons per acre or (2) 50 lb. bales per 1,000 sq. ft. of area. Lumps and thick mulch materials shall be thinned. All mulch anchor stakes, strings and matting shall be removed before final acceptance of lawns.
- E. Take whatever measures are necessary to protect the seeded area while it is germinating. These measures shall include furnishing warning signs, barriers, and other needed measures of protection.

3.6 Maintenance

- A. Maintenance shall begin immediately after seeding operations and shall continue until Acceptance or for a minimum of 60 days, whichever is longer.
- B. Maintenance of seed areas shall consist of watering, weeding, mowing/raking, repair of all erosion, and reseeded as necessary to establish a uniform stand of grass.

Lawns shall be watered to maintain adequate surface soil moisture for proper seed germination. Watering shall continue as needed for a period of at least 30 days from the date of seeding. Thereafter apply ½" of water twice per week until acceptance. All areas which fail to show a uniform stand of grass for any reason shall be reseeded repeatedly until a uniform stand is attained.

At the time of the first cutting, there shall be a uniform stand between 3 and 3-1/2" high, and mower blades shall be set between 2-1/2" and 3" high.

Catch shall be representative of seed specified.

3.7 Acceptance

The Owner shall inspect all work for Acceptance upon written request of the Contractor. The request shall be received at least 10 calendar days before the anticipated date of inspection. Upon completion and reinspection of all repairs or renewals necessary in the judgement of the Owner, he shall certify in writing to the Contractor as to the Acceptance of the work.

3.8 Acceptance in Part

The work may be accepted in parts when it is deemed to be in the Owner's best interest to do so and when approval is given to the Contractor in writing to complete the work in parts. Acceptance and use of such areas by the Owner shall not waive any other provisions of this Contract.

3.9 Clean-Up

- A. When any of this work is done while buildings are occupied, pavements shall be kept clear at all times, broom cleaned to prevent tracking dirt into buildings.
- B. After completion of all planting operations, dispose of all debris and excess. All pavements shall be broomed and hosed clean.

3.10 Final Inspection and Acceptance

At the end of the guarantee period, the Owner will inspect all guaranteed work for the Final Acceptance upon written request of the Contractor. The request shall be received at least 10 calendar days before the anticipated date for final inspection.

END OF SECTION

SECTION 329300 - EXTERIOR PLANTS**PART 1 - GENERAL**

1.01 CONTRACT PROVISIONS INCORPORATED BY REFERENCE

- A. The General Provisions of the Contract, including the General and Supplementary Conditions and Division 1, apply to the work specified in this Section.

1.02 ITEMS REQUIRED BUT NOT SPECIFIED

- A. If an item or material of this trade is indicated in the Drawings but not specifically listed in this Section, provide such item or material at a standard of quality equal to the standard established for the balance of the Work specified.

1.03 EXECUTION, CORRELATION AND INTENT

- A. In case of an inconsistency between Drawings and Specifications, or within either Document not clarified by addendum, the better quality or greater quantity of Work shall be provided.

1.04 SECTION INCLUDES

Planting required for the Work is indicated on the Drawings and, in general, includes planting of trees throughout the Work including furnishing all materials, equipment, and labor necessary for tree and root protection, where applicable.

1.05 RELATED WORK

- A. Erosion and Sediment Control Specifications
- B. Excavating, Filling & Grading Specifications

1.06 QUALITY ASSURANCE

- A. Qualifications of Workmen

Provide at least one person who shall be present at all times during execution of this portion of the Work, thoroughly familiar with the type of materials being installed and the best methods of their installation, and direct all work performed under this Section.

- B. Standards

1. All plants and planting material shall meet or exceed the specifications of Federal and State laws requiring inspection for plant disease and insect control.
2. Quality and size shall conform with the current edition of "Horticultural Standards" for number one grade nursery stock, as adopted by the American Association of Nurserymen.

3. All plants shall be true to name and one of each bundle or lot shall be tagged with the name and size of the plants, in accordance with the standards of practice of the American Association of Nurserymen. In all cases, botanical names shall take precedence over common names.
4. Contractor shall provide a complete source list of each plant specified indicating nursery and/or supplier, type of plant, size and delivery schedule. All plants shall be tagged at the nursery for inspection and approval by Landscape Architect.
5. Contractor shall provide a unit price cost for each plant delivered according to species size and quality specified with a one year guarantee to include the soil preparation, planting, mulching, watering, wrapping, staking and guying.
6. Contractor shall deep water all plants upon installation.

1.07 SUBMITTAL

A. Certificates

1. All certificates required by law shall accompany shipments.
2. Upon completion of the installation, deliver all certificates to the Landscape Architect.

1.08 PRODUCT HANDLING

A. Delivery and Storage

1. Deliver all items to the site in their original containers with all labels intact and legible at time of Owner's inspection.
2. Immediately remove from the site all plants which are not true to name and all materials which do not comply with the provisions of this Section of these Specifications.
3. Use all means necessary to protect plant materials before, during and after installation and to protect the installed work and materials of all trades.

B. Replacements

In the event of damage or rejection, immediately make all repairs and replacements necessary at no additional cost to the Owner.

C. Planting Season

1. Planting shall be done within the following dates:

Deciduous material: April 1 - June 15 or September 15 - October 31

Evergreen Material: April 1 - June 1 or August 15 - October 15

2. If special conditions exist which may warrant a variance in the above planting dates, a written request shall be submitted to the Owner and Landscape Architect stating the special conditions and the proposed variance. Permission for the variance will be given if warranted in the opinion of the Owner. Variances permitted will not relieve the Contractor from liability for damages caused by planting out of season.

PART 2 - PRODUCTS

2.01 SOIL AMENDMENT

All soil amendment shall be peat; a domestic product consisting of partially decomposed vegetable matter of natural occurrence. It shall be brown, clean, low in content of mineral and woody material, mildly acid and granulated or shredded, and fortified with organic nitrogen.

2.02 BARK MULCH

Shredded pine bark mulch shall consist of a standard size, free of chunks and pieces of wood thicker than 1/4". The mulch must be partially decomposed and dark brown in color.

2.03 PEAT MOSS

Brown; acid reaction about 4 to 5 pH; low in content of wood material and free of mineral matter harmful to plant life; water absorbing capacity, 1100 to 2000 percent; moisture content 30 percent natural, shredded or granular.

2.04 WATER

Contractor shall make, at his expense, whatever arrangements may be necessary to ensure an adequate supply of water to meet the needs of this contract. He shall also furnish all necessary hose, equipment, attachments, and accessories for the adequate irrigation of lawns and planted areas as may be required to complete the work as specified.

2.05 PLANTING SOIL

- A. The Contractor shall supply loam which shall be prepared by the Contractor so as to be free from subsoil, stumps, roots, stones over one (1) inch diameter and other extraneous materials. Materials removed shall be disposed of by the Contractor. Soil shall not be used for planting while in a frozen or muddy condition.
- B. Planting soil mix shall consist of seven parts loam and one part peat moss by volume. It shall have pH value between pH 5.0 to pH 6.0.

Mix all materials at the proportions or amounts specified herein. Mixing shall be done by an approved method. Under no conditions shall mixing be done if materials are wet or in otherwise unsatisfactory condition.

2.06 PLANT MATERIALS

Plant materials shall be true to species and variety specified and shall be nursery grown in accordance with good horticultural practice under climatic conditions similar to those in the locality of the project for at least two years. They shall have been root-pruned within the last two years. All plants B+B or container grown. No heeled-in plants or plants from cold storage will be accepted.

- A. Unless specifically noted otherwise, all plants shall be of specimen quality; exceptionally heavy; and symmetrical, so trained or favored in development and appearance as to be unquestionable and outstandingly superior in form, compactness and symmetry. They shall be sound; healthy; vigorous; well-branched and densely foliated when in leaf; free of disease; insects; eggs or larvae; and shall be free from physical damage or conditions that would prevent thriving growth.
- B. Plants shall not be pruned before delivery. Trees with multiple leaders, unless specified, will be rejected. Trees with a damaged or crooked leader, abrasion of bark, sunscalds, disfiguring knots, insect damage, or cuts of limbs over 3/4" in diameter, not completely calloused, will be rejected.
- C. Plants shall conform to measurements specified in the Plant Lists, except that plants larger than specified may be used. Use of such plants shall not increase the Contract price. If larger plants are approved, the root ball shall be increased in proportion to the size of the plant.
- D. Caliper measurement shall be taken on the trunk 6" above natural ground line for trees up to 4" in caliper and 12" above the natural ground line for trees over 4" in caliper. Height and spread dimensions specified refer to the main body of the plant and not from branch tip to tip. Plants shall be measured when branches are in their normal position. If a range of size is given, no plant shall be less than the minimum size, and not less than 50 percent of the plants shall be as large as the maximum size specified. Measurements specified are minimum size, acceptable after pruning where pruning is required. Plants that meet measurements but do not possess a normal balance between height and spread shall be rejected.
- E. All plants shall be labeled with correct plant name and size. Labels shall be attached securely to all plants, bundles, and containers of plant materials delivered with care that those attached directly to plants will not restrict growth.
- F. Substitutions of plant materials will not be permitted, unless authorized in writing by the Landscape Architect. If proof is submitted and substantiated in writing that any plant specified is not obtainable, a proposal will be considered for use of the nearest available size or similar variety with a corresponding adjustment of Contract price.
- G. Type of Protection to Roots.
 - 1. Balled and Burlapped Plants

Plants designated "B&B" in the Plant List shall be balled and burlapped. They shall be dug with firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap or similar material and bound with twine, cord, or wire mesh.

Where necessary to prevent breaking or cracking of the ball during the process of planting, the ball may be secured to a platform.

2. Protection After Delivery

The balls of "B&B" plants and container grown plants which cannot be planted immediately on delivery shall be covered with moist soil or mulch, or other protection from drying winds and sun. All plants shall be watered as necessary until planted.

2.07 INSPECTIONS

Certificate of inspection shall accompany invoices for each shipment of plants as may be required by law for transportation. File certificates with the Owner prior to acceptance of the material. Inspection by Federal or State Government at place of growth does not preclude rejection of plants at the work site.

2.08 SELECTION AND TAGGING

- A. Plants shall be subject to inspection and approval by the Landscape Architect at their place of growth and upon delivery for conformity to specification requirements. Such approval shall not impair the right of inspection and rejection during the progress of the work. A Contractor's representative shall be present at all inspections.
- B. Requests for inspection of plant material at their place of growth shall be submitted to the Landscape Architect at least 10 calendar days prior to digging. Written requests shall state the place of growth and quantity of plants to be inspected. The Landscape Architect may refuse inspection at this time if, in his judgement, a sufficient quantity of plants are not available for inspection.

2.09 PLANT LABELS

A. Plant labels shall be durable, legible stating the correct plant name and size in weather-resistant ink or embossed process lettering.

2.10 GUYING, STAKING, AND WRAPPING MATERIALS

Guy wire: Shall be no. 12 gauge, galvanized, pliable zinc coated.

Hose: For use in covering wire shall be 1/2" diameter rubber hose with fiber lining, color black or brown. Used hose will be acceptable.

Stakes (upright): 2" x 4" x 8' wood free from weakening knots or other imperfections.

Tree wrap: Waterproof heavy crepe paper 4" wide or first quality burlap at least 8 ounces in weight and not less than 10" wide. Remove after 6 months.

PART 3 - EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection

1. Prior to all work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that planting may be completed in accordance with the original design and reference standards.

3.02 EXCAVATION OF PLANTING AREAS

- A. Stake out the ground locations for plants and outlines of areas to be planted and obtain approval of the Landscape Architect before excavation is begun. A minimum of 30 percent of total planting must be staked before inspection will be made.
- B. Excavate tree pits as shown on the Drawings.
- C. Combine subgrade soils with topsoil and soil amendments for use during planting operations.
- D. Notify the Landscape Architect in writing of all soil or drainage conditions which the Contractor considers detrimental to growth of plant material. State condition and submit proposal in writing to the Landscape Architect for correcting condition.
- E. Test drainage of suspect plant beds and pits by filling with water twice in succession. Conditions permitting the retention of water in planting beds for more than 12 hours shall be brought to the attention of the Landscape Architect.
- F. If rock, underground construction work, tree roots, or obstructions are encountered in the excavation of plant pits, alternate locations may be considered by the Landscape Architect. Where location cannot be changed, as determined by the Landscape Architect, submit cost required to remove the obstructions to a depth of not less than 6" below the required pit depth. Proceed with work after approval of the Landscape Architect.

3.03 PLANTING OPERATIONS

- A. Planting Trees
 1. Protect plants at all times from sun or drying winds. Plants that cannot be planted immediately on delivery shall be kept in the shade, well protected with soil, wet moss, or other acceptable material and shall be kept well watered. Plants shall not remain unplanted for longer than three days after delivery. Plants shall not be bound with wire or rope at any time so as to damage the bark or break branches. Plants shall be lifted and handled from the bottom of the ball only.
 2. Set plants at same relationship to finished grade as they bore to the ground from which they were dug. Set plant plumb and brace rigidly in position until prepared topsoil has been tamped solidly around ball and roots.
 3. Cut and remove ropes, strings and wrapping from top 1/3 of ball after plant has been set. Leave balance of wrappings intact around ball. If wrapping is plastic, remove top 2/3.

4. Backfill plant pits with prepared planting soil. When plant pits have been backfilled approximately 2/3 full, water thoroughly, eliminating all air pockets. After watering, install planting soil to top of pit and repeat watering.
5. Form saucer around tree as indicated on the Drawings.
6. Finish grade planting areas to conform to grades on Drawings.
7. Mulch all pits and beds with a 3" layer of shredded pine bark mulch immediately after planting.
8. Immediately after planting, water all plants thoroughly.

B. Pruning

1. Prune plants only at time of planting and according to standard horticultural practice to preserve the natural character of the plant.

Pruning and trimming shall include the following:

- a) Remove all dead wood, suckers, and broken or badly bruised branches. Contractor shall not cut main leader of tree.
- b) Use only clean sharp tools.

C. Guying and Staking: Immediately after planting, stake trees as indicated on drawing.

Place stakes exercising care not to damage ball of earth. Guy trees to stakes near top of stake, with 2 strands of wire and encase guys in hose where they come in contact with trunk or where necessary to prevent damage to bark of tree, draw guys taught through use of turnbuckles or similar method. Remove all stakes and guys at end of maintenance period.

3.05 MAINTENANCE OF TREES AND SHRUBS

- A. Maintenance shall begin immediately after each plant is planted and shall continue until acceptance of the project by the Owner and final inspection or 60 days, whichever is longer.
- B. Maintenance shall consist of pruning, watering, cultivating, weeding, mulching, tightening and repairing guys, resetting plants to proper grades or upright position, restoration of the planting saucer, and furnishing and applying such sprays or other items as are necessary to keep the planting free of insects and disease and in thriving condition. Remove wrapping after 6 month or end of maintenance period, which ever is longer.
- C. Planting areas and plants shall be protected at all times against trespassing and damage of all kinds for the duration of the maintenance period. If any plants become damaged or injured, they shall be treated or replaced at no additional cost to the Owner.

- D. Provide all equipment and means for proper application of water to those planted areas not equipped with an irrigation system.

3.06 INSPECTION

In addition to normal progress inspection, schedule and conduct the following formal inspections, giving the Owner at least 24 hours prior to notice of readiness for inspection:

- A. Inspection of plants in containers prior to planting.
- B. Inspection of plant locations to verify compliance with the Drawings.
- C. Schedule the final inspection sufficiently in advance and in cooperation with the Owner so that the final inspection may be conducted within 24 hours after completion of planting.
- D. Final inspection will be at the end of the maintenance period, provided that all previous deficiencies have been corrected.

3.07 ACCEPTANCE

- A. The Owner shall inspect all work for acceptance upon written request of the Contractor. The request shall be received at least 10 calendar days before the anticipated date of inspection.

Acceptance of plant material by the Owner shall be for general conformance to specified size, character, and quality and shall not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.

Upon completion and reinspection of all repairs or renewals necessary in the judgement of the Owner, he shall certify in writing to the Contractor as to the acceptance of the work.

- B. Acceptance in Part

The work may be accepted in parts when it is deemed to be in the Owner's best interest to do so and when approval is given to the Contractor in writing to complete work in parts. Acceptance and use of such areas by the Owner shall not waive any other provisions of this Contract.

3.08 GUARANTEE PERIOD AND REPLACEMENTS

- A. The guarantee period for trees and shrubs shall begin at the date of project substantial completion.
- B. If the Contractor furnishes the plant material, all plant material shall be guaranteed by the Contractor until the following June 15th, at which time the plant material shall be in good health and flourishing condition.
- C. When work is accepted in parts, the guarantee periods extended from each of the partial acceptances to the terminal date of the last guarantee period. Thus, all guarantee periods terminate at one time.

- D. The Contractor shall replace, without cost to the Owner and as soon as possible as weather conditions permit and within a specified planting period, all dead plants and all plants not in a vigorous thriving condition. Plants shall be free of dead or dying branches and branch tips shall bear foliage of a normal density, size, and color. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this Specification.
- E. The guarantee of all replacement plants shall extend for an additional period of one year from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended guarantee period, the Owner may elect subsequent replacement or credit for each item.
- F. The Contractor shall make periodic inspection at no extra cost to the Owner during the guarantee period to determine what changes, if any, should be made to the Owner's maintenance program.

3.09 CARE OF EXISTING TREES

Upon completion of the work under this Section, all existing trees shall be pruned and any injuries repaired. The amount of pruning shall be limited to the minimum necessary to remove dead or injured twigs and branches and to compensate for the loss of roots as a result of construction operations. Roots greater than 2" shall be hand-cut to provide clean, concise, cutting and removal. Pruning shall be done in such a manner as not to change the natural habit or shape of the plant. All cuts shall be made at the branch collar, leaving no stubs. On all cuts over 3/4" diameter and bruises or scars on the bark, the injured cambium shall be traced back to living tissue and removed; wounds shall be smoothed and shaped so as not to retain water.

3.10 CLEANUP

- A. When any of this work is done while buildings are occupied, pavements shall be kept clear at all times, broom cleaned to prevent tracking dirt into buildings.
- B. After completion of all planting operations, dispose of all debris and excess material. All pavements shall be broom swept clean.

3.11 FINAL INSPECTION AND ACCEPTANCE

At the end of guarantee period, the Owner will inspect all guaranteed work for final acceptance upon written request of the Contractor. The request shall be received at least 10 calendar days before the anticipated date for final inspection.

3.12 MEASUREMENT AND PAYMENT

The Contractor shall receive the unit or Lump Sum price as specified on the Bid proposal form as herein specified.

The unit price bid shall include the cost of furnishing all labor, materials and equipment and incidentals required to complete the work in accordance with the plans and specifications, to the satisfaction of the Landscape Architect.

END OF SECTION

APPENDIX A - PREVAILING WAGE RATES



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Town of Amenia
Peter Karis, Landscape Architect
Taconic Site Design &
Landscape Architecture
99 Rossway Road
Pleasant Valley NY 12569

Schedule Year 2012 through 2013
Date Requested 06/21/2013
PRC# 2013005642

Location Hamlet of Amenia
Project ID# n/a
Project Type Furnish and install 5 benches, unit paver bench pads (250sf), 3 cast-stone planters and tree plantings along existing concrete sidewalk.

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 2012 through June 2013. 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 form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website 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 NYSOL 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 Amenia
Peter Karis, Landscape Architect
Taconic Site Design &
Landscape Architecture
99 Rossway Road
Pleasant Valley NY 12569

Schedule Year 2012 through 2013
Date Requested 06/21/2013
PRC# 2013005642

Location Hamlet of Amenia
Project ID# n/a
Project Type Furnish and install 5 benches, unit paver bench pads (250sf), 3 cast-stone planters and tree plantings along existing concrete sidewalk.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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



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

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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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



New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_osh.cfm

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 2 & 3)*
 *** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____
 Title: _____ Date : _____

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 #	Applicable Counties	Check Box
Carpenter - Building	1042	Clinton, Essex, Franklin	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<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 #	Applicable Counties	Check Box
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautaugua, Erie, Genesee, Niagara, Orleans, Wyoming</u>	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	<input type="checkbox"/>
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<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 #	Applicable Counties	Check Box
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	<input type="checkbox"/>

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

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

Dutchess County General Construction

Asbestos Worker

06/01/2013

JOB DESCRIPTION Asbestos Worker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour

7/01/2012

Asbestos Worker:

Removal & Hazardous

Abatement Only

\$ 39.30

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 17.00

OVERTIME PAY

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (2, 4, 6, 25) on HOLIDAY PAGE

* Code Q applies to 4,6,& 25.

** Code T applies to 2.

9-12a - Removal Only

Boilermaker

06/01/2013

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:

07/01/2012

Boilermaker

\$ 47.98

Repairs & Renovations

\$ 47.98

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2012

Boilermaker

33% of hourly

Repairs & Renovations

Wage Paid

+ \$22.25

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

*REGISTERED APPRENTICES

(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:

Apprentice(s)	07/01/2012
	33% of Hourly Wage Paid plus amount below

1st	2nd	3rd	4th	5th	6th	7th	8th
\$17.41	\$18.10	\$18.79	\$19.48	\$20.17	\$20.86	\$21.55	\$22.25

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

4-5

Carpenter **06/01/2013**

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2012

Marine Construction:

Marine Diver	\$ 58.95
M.D.Tender	42.10

SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyman	\$ 42.37
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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

9-1456MC

Carpenter **06/01/2013**

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2012

Carpet/Resilient Floor Coverer	\$ 45.34
--------------------------------	----------

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Floor Coverer	\$ 38.58
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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.
40%	50%	65%	80%

Supplemental benefits per hour:

Apprentices \$ 25.83

9-2287

Carpenter

06/01/2013

JOB DESCRIPTION Carpenter

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2012

Building:

Millwright \$ 35.11

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 32.80

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
55%	65%	75%	95%

Supplemental benefits per hour:

APPRENTICES:	1st	2nd	3rd	4th
	\$ 22.49	24.46	26.92	30.38

9-740.2

Carpenter - Building / Heavy&Highway

06/01/2013

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES:(per hour)

07/01/2012

07/01/2013

Additional

Carpenter	\$ 32.88	\$ 1.52**
Carpenter-Floor Coverer*	32.88	1.52**
Dockbuilder/Piledriver	32.88	1.52**
Diver Tender	32.88	1.52**
Diver(WET)	55.48	1.52**
Diver(DRY)	34.65	1.52**

** To be allocated at a later date

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

* Note: Rate DOES NOT apply in Orange or Dutchess County.

On projects for removal and/or abatement of asbestos or any toxic or hazardous material and it is required by the employer or mandated by NYS or Federal Regulation to wear protective equipment an additional two (2) hours pay per day including benefits on all classifications including apprentices. For work on smokestacks, silos, or steeples more than fifty (50) feet high, an additional \$2.00 per hour, payable from the ground up.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker \$ 22.71

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

HEAVY/HIGHWAY:

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

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

REGISTERED APPRENTICES

1 Year terms at the following percentage of journeymans wage.

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

Supplemental Benefits per hour paid:

Apprentices

1st term	\$ 15.10
2nd term	15.10
3rd term	15.10
4th term	15.10

11-279.2B/H&H

Electrician

06/01/2013

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Sullivan, Ulster

PARTIAL COUNTIES

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

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

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

WAGES

Per hour:

07/01/2012

Electrician Wireman/Technician

\$ 37.00**

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

Shift worked between 4:30pm & 12:30am	\$ 43.06*
Shift worked between 12:30am & 8:30am	\$ 47.99*

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

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

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2012
 Journeyman \$ 22.77 plus
 6% of wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(6)month terms at the following percentage of journeyman's wage.*

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
30%	35%	40%	45%	50%	55%	65%	70%	75%	85%

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

Supplemental Benefits per hour worked:

07/01/2012

1st & 2nd term	\$ 8.06 plus 6% of wage
3rd & 4th term	10.32 plus 6% of wage
5th & 6th term	12.58 plus 6% of wage
7th & 8th term	15.99 plus 6% of wage
9th & 10th term	19.36 plus 6% of wage

11-363/2

Electrician

06/01/2013

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

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

WAGES

Per hour:

Electrician Wireman/Technician 07/01/2012
 \$ 41.00**

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

Shift worked between 4:30pm & 12:30am	\$ 47.75*
Shift worked between 12:30am & 8:30am	\$ 53.25*

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

On jobs where a CDL, Asbestos License, Welding Certificate or Cable Splicing is required an additional \$1.00 above the Journeyman rate is to be paid.

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2012

Journeyman \$ 22.77 plus
 6% of wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages:

(6)month terms at the following percentage of Journeyman's wage.*

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
30%	35%	40%	45%	50%	55%	65%	70%	75%	85%

* Denotes average Journeyman Wireman rate of all wage zones

Supplemental Benefits per hour worked: 07/01/2012

1st & 2nd term	\$ 8.06 plus 6% of wage
3rd & 4th term	10.32 plus 6% of wage
5th & 6th term	12.58 plus 6% of wage
7th & 8th term	15.99 plus 6% of wage
9th & 10th term	19.36 plus 6% of wage

11-363/1

Elevator Constructor

06/01/2013

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	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Mechanic	\$ 50.11	\$ 50.68	\$ 51.55	\$ 52.51
Helper	70% of Mechanic Wage Rate			

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	\$ 23.535*	\$ 25.185*	\$ 26.785*	\$ 28.385*

(*)Plus 6% of gross wages if less than 5 years service
 (*)Plus 8% of gross wages if more than 5 years service

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour				
0-6 mo	6-12 mo	2nd yr	3rd yr	4th yr

50 % 55 % 65 % 70 % 80 %

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-138

Glazier

06/01/2013

JOB DESCRIPTION Glazier

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2012	11/01/2012	05/01/2013 Additional
Glazier	\$ 47.75	\$ 48.60	\$ 1.50*
Scaffolding	\$ 48.75	\$ 49.60	\$ 1.50*

Repair & Maintenance:

Glazier **	\$ 26.50	\$ 26.50	\$ 1.50*
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* To be allocated at a future date

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2012	11/01/2012	05/01/2013
Journeyworker...	\$ 25.34	\$ 25.34	\$ 26.60
Repair & Maintenance: Glazier **	\$ 15.14	\$ 15.14	\$ 15.64

OVERTIME PAY

OVERTIME: 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

The Following are paid holidays for the Repair & Maintenance Class:

New Years day, Presidents day, Memorial day, Independents day, Labor day, Thanksgiving day, Day after Thanksgiving, and Christmas day.

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2012	11/01/2012	05/01/2013 Additional
1st term	\$ 16.00	\$ 16.35	\$.60*
2nd term	\$ 23.81	\$ 24.24	\$.75*
3rd term	\$ 28.59	\$ 29.10	\$.90*
4th term	\$ 38.17	\$ 38.85	\$ 1.20*

* To be allocated at a future date

Supplemental Benefits:

(Per hour worked)

1st term	\$ 12.07
2nd term	\$ 17.28
3rd term	\$ 18.54
4th term	\$ 18.89

9-1281 (DC9 NYC)

Insulator - Heat & Frost

06/01/2013

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2012	03/27/2013
Insulator	\$ 46.26	+Additional** \$1.52
Fire Stop Work*	\$ 24.11	+Additional** \$0.79

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

**Increase to be allocated at a later date.

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	\$ 29.59
Fire Stop Work: Journeyworker	\$ 15.13

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
\$ 28.53	\$ 30.75	\$ 32.97	\$ 37.40

MEMBERS INDENTURED AFTER MAY 28, 2012

1st	2nd	3rd	4th
\$ 21.03	\$ 25.12	\$ 32.97	\$ 37.40

Supplemental Benefits paid per hour paid:

Apprentices: 1st term	\$ 18.02
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2nd term	19.47
3rd term	20.91
4th term	23.81

8-91

Ironworker

06/01/2013

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

07/01/2012

Structural	\$ 42.20
Reinforcing*	42.20
Ornamental	42.20
Chain Link Fence	42.20

Shift Work: any irregular or off shift shall be paid 8 hours for 7 hours work.

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman \$ 30.15

OVERTIME PAY

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

*Note: Double Time after 10 hours Monday thru Friday.

**Note: On Saturdays, double time after 8 hours.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage.

1st	2nd	3rd	4th
\$ 21.10	\$ 25.32	\$ 29.54	\$ 33.76

Supplemental Benefits per hour worked:

1st year	\$ 25.93
2nd year	26.77
3rd year	27.62
4th year	28.46

11-417

Laborer - Building

06/01/2013

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

07/01/2012

06/01/2013

Premium \$ 35.50

Additional
\$ 1.80*

* To be allocated at a later date

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time paid after the eighth hour on Saturday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

11-17tox

Laborer - Building

06/01/2013

JOB DESCRIPTION Laborer - Building

DISTRICT 1

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

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

WAGES per hour

	07/01/2012	06/01/2013 Additional	06/01/2014 Additional
GROUP # 1	\$ 28.60	\$ 1.60*	\$ 1.60*
GROUP # 2	30.95		

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

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.30

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

	07/01/2012	06/01/2013 Additional	06/01/2014 Additional
1000 Hour terms			
1st term	\$ 16.00	\$ 1.60*	\$ 1.60*
2nd term	18.65		
3rd term	21.30		
4th term	24.45		

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

(*)To be allocated at a later date.

Supplemental Benefits per hour worked

Apprentices \$ 12.60

1-1000

Laborer - Heavy&Highway **06/01/2013**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES
 Dutchess

PARTIAL COUNTIES

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

WAGES

GROUP # 1:

Flagperson, Placing & maintenance of all flares, cones, lights, signs, barricades, traffic patterns and all reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room.

GROUP # 2:

All Other Classifications not listed in Group # 1 or Group # 3

GROUP # 3:

Asphalt Raker, Asphalt Screedman, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Laser Beam Operator, Metal Form Setters/Aligners (sidewalk), Blaster,

WAGES per hour

	07/01/2012	05/01/2013 An Additional
Group # 1	\$ 25.60	\$ 1.40*
Group # 2	29.36	1.40*
Group # 3	30.36	1.40*

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

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked & paid Holidays

Journeyman \$ 22.35

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

1st Term	\$ 15.55
2nd Term	18.25
3rd Term	21.00
4th Term	24.20

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

Supplemental Benefits per hour worked & paid Holidays

Apprentices \$ 12.65

1-1000h

Laborer - Heavy&Highway**06/01/2013**

JOB DESCRIPTION Laborer - Heavy&Highway**DISTRICT** 11**ENTIRE COUNTIES**

Dutchess

PARTIAL COUNTIES

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

WAGES

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

WAGES:(per hour)

07/01/2012

Protective Gear Not Required (Class 2)
\$ 33.70Protective Gear Required (Class 3)
\$ 37.60

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman

\$ 21.30

OVERTIME PAY

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

HOLIDAY

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

Overtime: See (*1) on HOLIDAY PAGE

*NOTE: If Saturday Holiday is worked, Code S applies.

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

Pre 2011 shall include all apprentices enrolled before January 1 2011

1st term	\$ 18.60
2nd term	22.26
3rd term	25.91
4th term	29.56

Post 2011 shall include all apprentices enrolled on or after January 1 2011

1st term	\$16.92
2nd term	19.99
3rd term	23.07
4th term	26.14

Supplemental Benefits per hour paid:

Apprentice \$ 15.60

11-17tox

Laborer - Tunnel**06/01/2013**

JOB DESCRIPTION Laborer - Tunnel**DISTRICT** 1**ENTIRE COUNTIES**

Dutchess, Putnam

PARTIAL COUNTIES

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

WAGES

Tunnel Group #1 All clearing, tempoary and permanent roadsand parking areas, landscaping, erosion controll, traffic maintenance, flagging, dump area,and tempoary lighting above the tunnel operations.

Tunnel Group #2 All laborers involed in tunnel operations, including but not limited to subways, sewer, water, vehicular and utility tunnels, and shafts, manholes and access way in connection therewith.

WAGES per hour	07/01/2012	05/01/2013
		Additional
Group #1	\$ 29.36	\$ 1.40*
Group #2	38.96	1.66*

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

(*) To be allocated at a later date

SUPPLEMENTAL BENEFITS

Per hour worked & paid Holidays

Journeyman \$22.05

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

1000 hour year terms

1st Term	\$ 15.55
2nd Term	18.25
3rd Term	21.00
4th Term	24.20

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

Supplemental benefits per hour worked & paid Holidays

Apprentices \$12.65

1-1000TW

Lineman Electrician

06/01/2013

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

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

	07/01/2012
Lineman /Techician	\$ 42.72
Welder/Cable Splicer	42.72
Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Groundman/Truck Driver	34.18
Mechanic 1st Class	34.18
Flagman	25.63

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

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

Lineman/Technician	\$ 42.72
Cable Splicer pipe type cable	46.99
Certified Welder pipe type	44.86
Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Mechanic 1st Class	34.18
Groundman/Truck Driver	34.18
Flagman	25.63

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

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

Lineman/Technician/Welder	\$ 44.01
Digging Machine Operator	39.61
Tractor Trailer Driver	37.41
Groundman/Truck Driver	35.21
Mech. 1st Class	35.21
Flagman	26.41
Certified WelderPipe Type Cable	46.21
Cable Splicer pipe type cable	48.41

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

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

Lineman/Tech./Welder	\$ 45.23
Cable splicer	45.23
Digging Machine Operator	40.71
Tractor Trailer Driver	38.45
Groundman/Truck Driver	36.18
Mechanic 1st Class	36.18
Flagman	27.14

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

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

\$ 18.25
*plus 7.5% of
hourly wage paid

OVERTIME PAY

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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 Gov. of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Gov. of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

(1000) hr terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

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

\$ 18.25
 *plus 7.5% of
 hourly wage paid

*NOTE: The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

6-1249a

Lineman Electrician - Teledata

06/01/2013

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 WORK OUTSIDE BUILDING PROPERTY LINES.

	07/01/2012	01/01/2013	01/01/2014
Cable Splicer	\$ 27.99	\$ 28.55	\$ 29.12
Installer/Repairman	26.57	27.10	27.64
Teledata Lineman	26.57	27.10	27.64
Technician/Equip Oper	26.57	27.10	27.64
Groundman	14.09	14.37	14.66

NOTE: EXCLUDES Teledata work within ten 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 hourly wage paid	\$ 4.43 *plus 3% of hourly wage paid	\$ 4.43 *plus 3% of hourly wage paid
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*NOTE: 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

06/01/2013

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Per hour:

For all Lighting and Traffic Signal Systems.

07/01/2012

Lineman/Technician	\$ 39.50
Certified Welder	41.48
Digging Machine	35.55
Tractor Trailer driver	33.58
Groundman Truck Driver	31.60
Mechanic 1st Class	31.60
Flagman	23.70

Above rates applicable on all Lighting and Traffic Signal Systems and 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.

SUPPLEMENTAL BENEFITS

Per hour worked:

All classifications	\$ 18.25
	*plus 7% of
	hourly wage paid

*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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

HOLIDAY:

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

REGISTERED APPRENTICES

WAGES: (1000) hr terms at the following percentage of Journeyman Lineman/Technician wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

06/01/2013

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

07/01/2012

Tree Trimmer	\$ 22.08
Equip Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 7.88
 *plus 3% of
 hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-1249TT

Mason - Building

06/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

WAGES

Per hour:	07/01/2012	12/01/2012	06/01/2013
Building		Additional	Additional

Tile, Marble, & Terrazzo

Finisher	\$ 38.28	\$ 1.15	\$ 1.25
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SUPPLEMENTAL BENEFITS

Journeyman: 07/01/2012

Per Hour.	\$ 21.48
Overtime*	30.61*
Overtime**	39.23**

* Applies to work done on Weekdays and Saturdays

** Applies to work done on Sundays, Holidays, and more 10 on Saturdays.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 10, 11, 15, 16) on HOLIDAY PAGE

9-7/88B-tf

Mason - Building

06/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

WAGES

Per hour:	07/01/2012	12/01/2012	06/01/2013
Building:		Additional	Additional
Tile, Marble,&			

Terrazzo Mechanic/Setter \$ 43.27 \$ 1.50* \$ 1.50*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyman: \$ 25.79
 Overtime* 35.17
 Overtime** 44.54

* Applies to work done on Weekdays & Saturday
 ** Applies to work done on Sunday & Holidays, & over 10 hours on Saturdays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

(750 hour) terms at the following wages:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$21.63	\$25.05	\$27.70	\$30.36	\$32.73	\$35.16	\$37.95	\$42.22

Supplemental Benefits (per Hour):

1st	2nd	3rd	4th	5th	6th	7th	8th
\$12.90	\$12.93	\$13.74	\$14.53	\$15.61	\$16.64	\$20.75	\$23.39

9-7/52B

Mason - Building

06/01/2013

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:	07/01/2012	06/01/2013
Bricklayer	\$ 37.53	\$ 37.57
Cement Mason Bldg	37.53	37.57
Plasterer/Stone Mason	37.53	37.57
Pointer/Caulker	37.53	37.57

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 agency 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

SUPPLEMENTAL BENEFITS

Per hour paid:
 Journeyman \$ 27.20 \$ 28.13

OVERTIME PAY

Cement Mason See (D, E2, O) 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

11-5du-b

Mason - Heavy&Highway

06/01/2013

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2012	06/01/2013
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Bricklayer	\$ 38.03	\$ 38.07
Cement Mason	38.03	38.07
Marble/Stone Mason	38.03	38.07
Plasterer	38.03	38.07
Pointer/Caulker	38.03	38.07

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 27.20	\$ 28.13
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OVERTIME PAY

See (B, O) on OVERTIME PAGE

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

Operating Engineer - Building

06/01/2013

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, 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 Side Boom, Spreader (Asphalt Telephies(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), Pulse Meter, Push Button (Buzz Box), Elevator, Welder.

GROUP II: Bulldozer D6 and Under, Compactor Self-Propelled, Grader, Machines Pulling Sheep's Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, etc.

GROUP III-A: Asphalt Plant, Boiler (High Pressure), Concrete Mixing Plants, Concrete Pump, Fireman, Forklift, Forklift (Electric) Joy Drill or similar Tractor Drilling Machine, Loader-1 1/2 yards and under, Locomotive (All Sizes), Mixer-Concrete-21E and over, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Quarry Master, StoneCrusher, Well Drilling Machine, Well Point System, Concrete Buggy, One Yard and Up Ride on Dumper, Benford or Similar, Bobcat.

GROUP III-B: Compressor Over 125 cu.Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine, Welding Machine (Steel Erection & Excavation).

GROUP IV-A: Air Tractor Drill, Batch Plant, Bending Machine, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Farm Tractor (all types), Finishing Machine-Concrete, Material Hopper-sand stone-cement, Mixer-Concrete-Under 21E, Mulching Grass Spreader, Pump-Gypsum etc, Fine Grading Machine, Roller under 4 Ton Hepa Vac Clean Air Machine, Spreading

and Fine Grading Machine, Steel Cutting Machine, Siphon Pump-air-steam, Tar Joint Machine, Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5), Fine Grading Machine, Roof Hoist (Tugger Hoist), Television Cameras for Water, Sewer, Gas etc. Pump-Plaster-Grout-Fireproofing.

GROUP IV-B: Compressor to 125 feet, Dust Collector, Heater all types, Pump, Pump Station (Water and Sewer), Steam Jenny, Sweeper, Chipper, Mulcher.

GROUP V-A: Concrete Saw, Oiler Fuel Truck, Oiler Grease Truck.

GROUP V-B: Mechanics Helper, Oiler, Stock Attendant, Paint Compressor, Welder's Helper, Motorized Roller (walk behind).

GROUP VI-A: Master Mechanic, Assistant Master Mechanic, Helicopter Hoist Operator, Helicopter Pilot, Helicopter Signal Man, Welder Certified.

GROUP VI-B: Utility Man, Warehouse Man, Second Engineer, Cable Splicer.

WAGES: (per hour)

	07/01/2012	07/01/2013	07/01/2014
GROUP I			
Cranes- up to 49 tons	\$ 53.65	\$ 55.10	\$ 56.58
Cranes- 50-99 tons	55.65	57.10	58.58
Cranes- 100 tons and over	63.64	65.30	67.01
GROUP I-A	46.92	48.17	49.42
GROUP I-B	43.21	44.35	45.47
GROUP II	45.26	46.45	47.65
GROUP III-A	43.58	44.73	45.87
GROUP III-B	41.47	42.55	43.62
GROUP IV-A	43.14	44.27	45.40
GROUP IV-B	36.16	37.09	37.99
GROUP V-A	41.22	42.30	43.37
GROUP V-B	39.04	40.06	41.05
GROUP VI-A			
Master Mechanic	49.00	50.32	51.65
Asst.Master Mechanic	41.80	42.90	43.99
Helicopter Hoist Oper	47.48	48.75	50.03
Helicopter Pilot	54.17	55.64	57.14
Helicopter Signal Man	42.46	43.58	44.69
Welder Certified	45.81	47.03	48.25
GROUP VI-B			
Utility Man	37.00	37.96	38.89
Warehouse Man	38.82	39.83	40.82
Second Engineer	38.89	39.91	40.09
Cable Splicer	42.60	43.73	44.84

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:

	07/01/2012	07/01/2013	07/01/2014
Journeyworker	\$ 17.45	\$ 18.08	\$ 18.93
	Per hour paid	Per hour paid	Per hour paid
	+\$7.69	+\$7.79	+\$8.02
	Per hour worked	Per hour worked	Per hour worked

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid:..... See (5, 6, 10, 11, 12, 15) on HOLIDAY PAGE.

Overtime:..... See (5, 6, 10, 11, 12, 15) on HOLIDAY PAGE.

* Note: For Holiday codes 5 & 6, code T 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

06/01/2013

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks over 5 tons.

CLASS A:

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

CLASS B:

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

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps.

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

WAGES per hour	07/01/2012	07/01/2013	07/01/2014
Class # A1	\$ 35.20	\$ 36.55	\$ 37.90
Class # A	34.76	36.11	37.46
Class # B	33.85	35.20	36.55
Class # C	31.28	32.63	33.98

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.37	\$ 23.12	\$ 23.87
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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: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2012	07/01/2013	07/01/2014
All terms	\$ 17.80	\$ 18.55	\$ 19.30

1-158 Alb

Operating Engineer - Heavy&Highway **06/01/2013**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

NOTE: Also covers Feasibility and Preliminary Design surveying, Line and Grade surveying for Inspection or Supervision of Construction when performed under a Consulting Engineer Agreement.

Party Chief - One who directs a survey party

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

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

Catorgories cover GPS & Underground Suveying

Per Hour:	07/01/2012	07/01/2013 Additional*
Party Chief	\$ 58.04	\$ 3.14*
Instrument Man	42.50	2.55*
Rodman	35.49	2.33*

* To be allocated at a future date

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

All Catorgories

Straight Time: \$ 29.78

Premium:

Time & 1/2 \$ 38.47

Double Time \$ 53.16

OVERTIME PAY

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

* Doubletime paid on the 9th hour 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 **06/01/2013**

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: 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, Vibrator Roller, etc., Roller 4 ton and over, Welder.

GROUP II-B: Mechanic-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, Fireman, Forklift, Forklift (Electric) 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 Sheep's Foot Roller, Material Hopper, Mixer Concrete-21E and over, Mulching Grass Spreader, Portable 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 JetBurner or Similar, Well Drilling Machine, Winch Truck, "A" Frame Truck, Skid Steer/Bobcat.

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

GROUP IV-B: Compressor-Compressor Plant-Paint Compressor-Steel Erection, ConveyorBelt Machine, Lighting Unit (Portable & Generator), Pilot/Assistant Engineer/2 seated, Pumps-Pump Station-Water-Sewer-Gypsum-Plaster, etc., Pump Truck(Sewer Jet or Similar), Roller-Motorized (Walk Behind), Welding Machine Steel Erection Excavation), Well Point System, Welder's Helper, Mechanic's Helper, Bending Machine, Dust Collector, Mixer Concrete under 21-E, Heater all types, Steam Jenny, Stock Room Attendant, Siphon Pump-Air-Steam, Tar Joint Machine, Vibrator (1 to 5), Compressor Truck mounted (2-6).

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)

	07/01/2012	07/01/2013
Group I	\$ 52.23	\$ 53.38
Group I-A	46.17	47.17
Group I-B	48.19	49.65
Group II-A	44.26	45.21
Group II-B	45.61	46.60
Group III	43.50	44.44
Group IV-A	39.64	40.48
Group IV-B	34.19	34.89
Group V-A		
Engineer All Tower, Climbing and Cranes of 100 Tons	59.02	60.34
Hoist Engineer(Steel)	53.17	54.73
Engineer(Pile Driver)	56.68	58.30
Jersey Spreader, Pavement Breaker. (Air Ram) Post Hole Digger	44.85	46.24

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.

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:	07/01/2012	03/04/2013
	\$16.37 on all hours paid PLUS \$7.65 limited to first 40 hours worked. PLUS \$1.00 per hour on all hours worked.	\$16.80 on all hours paid PLUS \$8.00 limited to first 40 hours worked. PLUS \$1.00 per hour on all hours worked.

OVERTIME PAY

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

HOLIDAY

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 rate.

	07/01/2012	03/04/2013
1st term	\$ 21.75	\$ 22.22
2nd term	26.10	26.66
3rd term	30.45	31.11
4th term	34.80	35.55

Supplemental Benefits per hour:

Apprentices:	07/01/2012	03/04/2013
	\$ 16.37 on all hours paid. PLUS \$1.00 per hour on all hours worked.	\$16.80 on all hours paid. PLUS \$1.00 per hour on all hours worked.

8-137HH

Operating Engineer - Heavy&Highway

06/01/2013

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

CLASSIFICATION A:

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

CLASSIFICATION B:

Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vac Truck, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:

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

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

WAGES per hour

	07/01/2012	07/01/2013	07/01/2014
Master Mechanic	\$ 36.32	\$ 37.67	\$ 39.02
Class A*	34.71	36.06	37.41
Class B	33.80	35.15	36.50
Class C	31.23	32.58	33.93

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

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

(*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.60	\$ 23.35	\$ 24.10
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

	07/01/2012	07/01/2013	07/01/2014
All Terms	\$ 18.00	\$ 18.75	\$ 19.50

1-158H/H Alb

Operating Engineer - Heavy&Highway - Tunnel

06/01/2013

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, 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, 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), Ross Carrier and similar machines, Shovels(Tunnels), Side Boom, Slip Form Machine, Spreader(Asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar, Tractor type demolition equipment, Whirly.

GROUP 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, Shop Mechanic.

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, Forklift(Electric), 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 Man(Fuel Truck), Service Man(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(Pile Driver), Engineer(all Tower Cranes, all Climbing Cranes & all cranes of 100 ton capacity or greater), Helicopter Hoist Operator, Helicopter Pilot, Helicopter Signalman, Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker(Air Ram), Master Mechanic, Asst. Master Mechanic, Post Hole Digger, Welder-Certified.

WAGES: (per hour)

	07/01/2012	03/04/2013
GROUP I	\$ 52.23	\$ 53.38
GROUP I-A	46.17	47.17
GROUP I-B	48.19	49.65
GROUP II-A	44.26	45.21
GROUP II-B	45.61	46.60
GROUP III	43.50	44.44
GROUP IV-A	39.64	40.48
GROUP IV-B	34.19	34.89
GROUP V-A		
Engineer-Pile Driver	56.68	58.30
Engineer-Cranes	59.02	60.34
Hoist Engineer	53.17	54.73
Jersey Spreader, Pavement Breaker (Air Ram), Post Hole Digger	44.85	46.24

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:

	07/01/2012	03/04/2013
	\$ 16.37 all	\$ 16.80 all
	hours paid	hours paid
	+\$7.65 first 40	+\$8.00 first 40
	hours worked	hours worked
	+\$1.00 for all	+\$1.00 for all
	hours worked	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.

	07/01/2012	03/04/2013
1st year	\$ 21.75 per hr.	\$ 22.22 per hr.
2nd year	\$ 26.10 per hr.	\$ 26.66 per hr.
3rd year	\$ 30.45 per hr.	\$ 31.11 per hr.
4th year	\$ 34.80 per hr.	\$ 35.55 per hr.

Supplemental Benefits per hour:

	07/01/2012	03/04/2013
Apprentices:	\$ 16.37 all	\$ 16.00 all

hours paid
 +\$1.00 for all
 hours worked

hours paid
 +\$1.00 for all
 hours worked

8-137Tun

Operating Engineer - Marine Construction

06/01/2013

JOB DESCRIPTION Operating Engineer - Marine Construction

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:

DREDGING OPERATIONS 07/01/2012

CLASS A

Operator, Leverman, \$ 32.89

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, \$ 28.49

Tug Operator(over1000hp),

OperatorII, Fill Placer,

Derrick Operator, Engineer,

Chief Mate, Electrician,

Chief Welder,

Maintenance Engineer

Certified Welder, \$ 26.84

Boat Operator(licensed)

CLASS C

Drag Barge Operator, \$ 26.14

Steward, Mate,

Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 25.29

CLASS D

Shoreman, Deckhand, \$ 21.09

Rodman, Scowman, Cook,

Messman, Porter/Janitor

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B
 07/01/2012
 \$ 8.45 plus 7%
 of straight time
 wage overtime hours
 add \$ 0.63

All Class C
 \$ 8.10 plus 8%
 of straight time
 wage overtime hours
 add \$ 0.48

All Class D \$ 7.85 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

06/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.

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

WAGES

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and, in general, assists the survey party.

07/01/2012

Survey Rates:

Party Chief \$ 32.62

Instrument/Rod person 29.85

Additional \$3.00 per hr. for work in a Tunnel.

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 21.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: (1 yr. or 1000 hrs.) terms at the following wage rates.

1st year 60% \$ 17.91

2nd year 70% 20.89

3rd year 80% 23.88

SUPPLEMENTAL BENEFITS:

\$ 21.75

6-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

06/01/2013

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundry line of the City of Poughkeepsie north.
Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

WAGES

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.
Instrument Man- One who runs the instrument and assists the Party Chief.
Rodman- One who holds the rods and in general, assists the survey party.

07/01/2012

Survey Rates:

Party Chief	\$ 32.62
Instrument/Rodperson	29.85

Additional \$3.00 per hr. for work in a Tunnel.
Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 21.75

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

6-545 DCE

Operating Engineer - Tunnel

06/01/2013

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 5

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.
Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

MASTER MECHANIC/CHIEF TUNNEL ENG.:

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted,rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y & over); Gradall; Head Tower (Sauerman or Equal), Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

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

Per hour:	07/01/2012	07/01/2013	07/01/2014
Crane 1	\$ 41.28	\$ 42.48	\$ 43.68
Crane 2	40.28	41.48	42.68
Crane 3	39.28	40.48	41.68
Master Mechanic	39.41	40.61	41.81
CLASS A	37.28	38.48	39.68
CLASS B	36.06	37.26	38.46
CLASS C	33.27	34.47	35.67
CLASS D	30.26	31.46	32.66

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 22.75	\$ 23.65	\$ 24.55
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OVERTIME PAY

See (B, B2, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 22.75	\$ 23.65	\$ 24.55
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5-832TL.

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

	07/01/2012	05/01/2013 An Additional
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Brush/Paper Hanger	\$ 28.69	\$ 2.25*
Dry Wall Finisher	28.69	2.25*
Lead Abatement	28.69	2.25*
Sandblaster-Painter	28.69	2.25*
Spray Rate	29.69	2.25*

(*) To be allocated at a later date

See Bridge Painting rates for the following work:

Structural Steel (defined as any steel where a man works without the support of solid scaffolding or mechanical lifts excluding bridges), all work performed on tanks (100,000 gallons or over twenty feet high), ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 17.29

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

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

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term \$ 8.39
 All others 17.29

1-155

Painter - Bridge & Structural Steel

06/01/2013

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 9

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: 07/01/2012 10/1/2012

STEEL:

Bridge Painting \$ 51.23 \$ 52.23

Power Tool/Spray 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:

07/01/2012 10/1/2012

Journeyworker	\$ 26.80* \$ 31.04**	\$ 27.05
Hourly Rate after 40 hours from May 1st to Nov. 15th	\$ 6.75 only	
Hourly Rate after 50 hours from Nov. 16th to April 30th	\$ 6.75 only	

*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.
 EXCEPT 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.

**For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

NOTE: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract \$4.98 from the hourly rate.

HOLIDAY

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

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	1st	2nd	3rd
07/01/2012	\$ 20.55	\$ 30.78	\$ 41.00
10/01/2012	\$ 20.95	\$ 31.38	\$ 41.80
Supplemental Benefits per hour worked:			
07/01/2012	\$ 8.35	\$ 19.00	\$ 22.90
10/01/2012	\$ 8.70	\$ 19.15	\$ 23.10

9-DC-9/806/155-BrSS

Painter - Line Striping

06/01/2013

JOB DESCRIPTION Painter - Line Striping

DISTRICT 9

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):	07/01/2012	
Striping-Machine Operator*	\$26.61 plus an additional \$0.50**	
Linerman Thermoplastic	\$31.87 plus an additional \$0.50**	

** To be allocated at a future date

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

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2012
 Journeyworker:

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

OVERTIME PAY

See (*B, **B2, E, E2, P, 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

9-8A/28A-LS

Painter - Metal Polisher

06/01/2013

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

07/01/2012

Metal Polisher \$ 26.11
 Metal Polisher** \$ 27.02
 Metal Polisher*** \$ 29.61

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Journeyworker:
 All classification \$ 12.92

OVERTIME PAY

See (B, E, Q, 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
\$13.50	\$15.00	\$18.00

Supplemental benefits:

Per hour paid:

1st	2nd	3rd
\$10.27	\$10.39	\$10.63

9-8A/28A-MP

Plumber

06/01/2013

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.
 Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

(per hour)
 07/01/2012
 Plumber & Steamfitter \$ 44.54

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: \$ 24.19 per hour paid
 + 2.73 per hour worked**

**Not Subject to Overtime

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1)year terms at the following rates.

1st year	\$ 16.78
2nd year	23.40
3rd year	27.19
4th year	32.76
5th year	37.91

Supplemental Benefits per hour:

Apprentices

1st year	\$ 10.62 per hour paid + 1.16 per hour worked
2nd year	13.43 per hour paid + 1.30 per hour worked
3rd year	15.47 per hour paid + 1.60 per hour worked
4th year	17.13 per hour paid + 2.36 per hour worked
5th year	18.82 per hour paid + 2.36 per hour worked

8-21.2-SF

Plumber - HVAC / Service

06/01/2013

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: 07/01/2012

HVAC Service \$ 37.54

Jobbing & Alteration*
 (Dutchess and Ulster County Only) \$ 34.89

*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:

07/01/2012

Journeyworker HVAC Service

\$ 17.00 per hour paid
 + 1.10 per hour worked**

Journeyworker Jobbing Alterations

\$ 19.63 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.
07/01/2012	\$ 17.54	\$ 20.46	\$ 25.67	\$ 31.43	\$33.73

Supplemental Benefits per hour worked:

Apprentices	07/01/2012
1st term	\$ 14.75 per hour paid + 1.10 per hour worked
2nd term	\$ 15.12 per hour paid + 1.10 per hour worked
3rd term	\$ 15.64 per hour paid + 1.10 per hour worked
4th term	\$ 16.18 per hour paid + 1.10 per hour worked
5th term	\$ 16.60 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.
07/01/2012	\$ 14.08	\$ 18.53	\$ 22.13	\$ 25.80	\$ 29.69

Supplemental Benefits per hour worked:

Apprentices	07/01/2012
1st term	\$ 8.27 per hour paid + 0.50 per hour worked
2nd term	\$ 10.80 per hour paid + 0.93 per hour worked
3rd term	\$ 11.94 per hour paid

+ 1.05 per hour worked
 4th term \$ 14.49 per hour paid
 + 1.46 per hour worked
 5th term \$ 15.52 per hour paid
 + 1.90 per hour worked

8-21.1&2-SF/Re/AC

Roofer **06/01/2013**

JOB DESCRIPTION Roofer **DISTRICT 9**

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

WAGES
 Per Hour: 07/01/2012

Roofer/Waterproofer \$ 39.00

SUPPLEMENTAL BENEFITS
 Journeyworker \$ 27.92

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, 13, 25) 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:

Apprentice:	1st	2nd	3rd	4th
	\$ 4.24	\$ 14.13	\$ 16.88	\$ 21.03

9-8R

Sheetmetal Worker **06/01/2013**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 8**

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

WAGES
 07/01/2012
 SheetMetal Worker \$ 41.81

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 \$ 31.85

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, 8, 13, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$15.43	\$17.35	\$ 19.28	\$ 21.21	\$ 23.13	\$ 25.07	\$ 27.27	\$ 29.70

Supplemental Benefits per hour:

Apprentices

1st term	\$ 14.03
2nd term	15.80
3rd term	17.55
4th term	19.31
5th term	21.07
6th term	22.81
7th term	24.29
8th term	25.55

8-38

Sprinkler Fitter

06/01/2013

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

	07/01/2012	01/01/2013
Sprinkler Fitter	\$ 39.08	\$ 39.08

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.65	\$ 20.80
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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
\$ 19.70	\$ 19.70	\$ 21.35	\$ 23.32	\$ 25.29	\$ 27.26	\$ 29.23	\$ 31.20	\$ 33.17	\$ 35.14

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st & 2nd Terms	\$ 8.74	\$ 8.74
3rd Term	14.87	15.02
4th Term	14.93	15.08
5th Term	20.24	20.39
6th Term	20.30	20.45
7th Term	20.36	20.51
8th Term	20.41	20.56
9th Term	20.47	20.62
10th Term	20.53	20.68

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
\$ 17.73	\$ 19.70	\$ 21.35	\$ 23.32	\$ 25.29	\$ 27.26	\$ 29.23	\$ 31.20	\$ 33.17	\$ 35.14

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st Term	\$ 8.68	\$ 8.68
2nd Term	8.74	8.74
3rd Term	14.87	15.02
4th Term	14.93	15.08
5th Term	15.49	15.64
6th Term	15.55	15.70
7th Term	15.61	15.76
8th Term	15.66	15.81
9th Term	15.72	15.87
10th Term	15.78	15.93

1-669.2

Survey Crew Consulting **06/01/2013**

JOB DESCRIPTION Survey Crew Consulting **DISTRICT 9**

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

PARTIAL COUNTIES
 Dutchess: Only the portion south of the north city line in Poughkeepsie.

WAGES
 Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer agreement.

Categories cover GPS & underground surveying.

WAGES: (per hour) 07/01/2012

Survey Rates:

Party Chief.....	\$ 33.70
Instrument Man..	\$ 28.38
Rodman.....	\$ 25.02

SUPPLEMENTAL BENEFITS
 Per Hour:

All Crew Members: \$ 11.70

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

Teamster - Building / Heavy&Highway **06/01/2013**

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT 11**

ENTIRE COUNTIES
 Dutchess, Orange, Rockland, Sullivan, Ulster

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

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

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

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

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

GROUP 5: Straight Trucks.

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

WAGES: (per hour)	07/01/2012	05/01/2013
GROUP 1	\$ 30.35	\$ 30.75
GROUP 1A	31.49	31.89
GROUP 2	29.79	30.19
GROUP 3	29.57	29.97
GROUP 4	29.46	29.86
GROUP 5	29.34	29.74
GROUP 6	29.34	29.74

NOTE: additional 20% premium above the hourly wage for hazardous and toxic waste removal. This applies to all groups.

Shift Work: A shift premium of 10% on 2ND Shift and 15% on 3RD Shift will be paid for off-shift or irregular shift work when mandated by the NYS DOT or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	\$ 26.25	\$ 27.30
Over 40 hours	20.95	22.00

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid:..... See (5, 6, 13, 15, 25) on HOLIDAY PAGE.

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

NOTE: Holidays worked Monday to Friday receive straight time wage for working, plus Holiday Pay.

*Holidays worked on Saturday, code T applies.

**Holidays worked on Sunday, code U applies.

11-445B/HH

Welder

06/01/2013

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 07/01/2012

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 06/19/2013

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	*****5804	AAR/CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
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	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
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	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	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
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 TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
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	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014

NYS DOL Bureau of Public Work Debarment List 06/19/2013

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DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
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	07/26/2017
DOL	DOL	****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
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		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
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	****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
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	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	****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	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
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

NYS DOL Bureau of Public Work Debarment List 06/19/2013

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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	****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	NYC	****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL	****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	****0115	CROW AND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	****9453	D & D MASON CONTRACTORS INC		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL	****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DARIN ANDERSON		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	02/20/2018
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL	****8011	EOA 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	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	NYC	****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002

NYS DOL Bureau of Public Work Debarment List 06/19/2013

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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		ERROL L ALLEN		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
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	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	DOL	****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
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	****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
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	****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
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	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	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
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		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014

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DOL	DOL	****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL		GUS PAPA STEFANO		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROAD MONTGOMERY 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	****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278 10598	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013
DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
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	****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
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 AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
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		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		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55 MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
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 ROAD ROCHESTER NY 14612	03/09/2012	03/09/2017
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 JIULIANI		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

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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 CONSTRUCTION	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 DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
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 MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
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		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	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	****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	****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
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	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612 MANUET 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

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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		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	NYC	****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	****6826	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 ROAD ROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
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	****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTION	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	DOL	****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	****2357	MUNICIPAL MILLING & MIX-IN-PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DA	****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	****4133	NASDA ELECTRICAL ENTERPRISES INC		134-25 166 PLACE - #5E JAMAICA NY 11434	08/07/2008	08/07/2013

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DOL	DOL	****9445	NASDA ENTERPRISES INC		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		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	****7041	NYCOM SERVICES CORP		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013
DOL	DOL	****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
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	DOL	****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
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	DOL	****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	NYC	****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014
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		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013

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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		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUE BROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
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	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
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 DIX 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 STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	*****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
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	*****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 BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	07/26/2017
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
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	*****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	02/20/2018

NYS DOL Bureau of Public Work Debarment List 06/19/2013

Article 8

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 ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS DEMARTINO		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
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	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETS SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
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	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
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 7A BROOKLYN NY 11229	09/24/2012	09/24/2017