

Town of Riverhead

Suffolk County, New York

TOWN OF RIVERHEAD



Request for Proposals, Specifications & Contract Documents

For

**EPCAL Bicycle Path/Vietnam Veterans Memorial Trail
Construction Project**

Sealed Proposals Must be Received

In the Office of the Town Clerk

200 Howell Avenue

Riverhead, New York 11901

On or Before 11:00 a.m. on February 13, 2018

Vendor Name: _____

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Vendor Name: _____

I. NOTICE TO BIDDERS

PLEASE TAKE NOTICE, that sealed proposals must be received by the Office of the Town Clerk at Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York, on or before **February 13, 2018, at 11:00 o'clock a.m.**, for:

REQUEST FOR PROPOSALS

The Town of Riverhead is seeking proposals from qualified bidders for **EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project** for the Town of Riverhead.

Specifications and guidelines for submission of proposals will be available beginning on **January 25, 2018** on the Town website at <http://townofriverheadny.gov> click on "Bid Requests".

Due to the scope of work for this Construction Project, the Town is scheduling a **Mandatory Pre-Bid Meeting and Inspection** for **January 31, 2018** at **2:00 p.m.** at the Henry Pfeifer Community Center, 4062 Grumman Blvd., Calverton, NY. Site visit to follow. Proposals will only be considered from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude. The failure to attend the Mandatory Pre-Bid Meeting and Inspection will result in disqualification of the bidder. Prior to the Pre-Bid Meeting and Inspection, the potential bidders shall fill out a Town of Riverhead Hold Harmless Agreement by visiting the Town's website. The Hold Harmless document will be included as part of the bid specification package or can be obtained individually. The completed Hold Harmless must be submitted to the Office of the Town Attorney, 200 Howell Avenue, Riverhead, NY, **no later than 12:00 noon on January 31, 2018** before the scheduled **Mandatory Pre-Bid Meeting and Inspection**.

Each proposal must be submitted in a sealed envelope clearly marked "**EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project**" and must be received by the Office of the Town Clerk by no later than **11:00 a.m. on February 13, 2018**.

This RFP is not an offer or a binding commitment to contract on the part of the Town. The Town retains the right to postpone or cancel the RFP or to reject all proposals even after submission of same, if the Town determines, in its sole discretion, that the best interests of the Town will be served thereby.

**BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
Diane M. Wilhelm, TOWN CLERK**

Vendor Name: _____

II: OVERVIEW

The Town of Riverhead and Community Development Agency (hereinafter collectively referred to as “Town” or “Town of Riverhead”) seek proposals from bidders with experience and qualifications in all aspects necessary for the construction of a non-motorized bicycle/pedestrian path (hereinafter “EPCAL Bicycle Path/Vietnam Veterans Memorial Trail”), constructed of asphalt (top course of rut avoidance asphalt concrete Type 6FRA) over recycled concrete aggregate at a width of ten feet for the entire length of the path, on property commonly known and referred to as “EPCAL” (Enterprise Park at Calverton, Calverton, New York) for the benefit and enjoyment of residents of the Town of Riverhead, County of Suffolk and State of New York. The EPCAL Bicycle Path/Vietnam Veterans Memorial Trail is to be constructed along the perimeter of property presently owned by the Town or rights secured by license and/or easement in favor of the Town and in a location overlapping much of the old security road utilized by EPCAL’s former tenant, Northrop Grumman. A survey depicting the EPCAL property with the metes and bounds for the EPCAL Bicycle Path/Vietnam Veterans Memorial Trail is annexed hereto as Exhibit “A” and made a part hereof.

A portion of the trail, approximately 3 miles, was completed by the Town in 2008. The EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project is for the construction of the remainder of the bicycle path, approximately 5+/- miles, to wit: extending the existing trail along the easterly and southerly perimeter of the EPCAL property to an area in the vicinity of Line Road (paper road) and extending from Line Road traveling in a northerly direction connecting to existing trail completing the trail loop.

The Town prepared and submitted plans for the EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project to the New York State Department of Environmental Conservation. The New York State Department of Environmental Conservation approved the plans and issued the necessary permit for this construction project. A copy of the plans approved by the New York State Department of Environmental Conservation, together with the permit, DEC Permit # 1-4730-00013, issued by New York State Department of Environmental Conservation is annexed hereto as Exhibits “B” and “C”, respectively and made a part hereof. In addition, as a portion, approximately .9 miles, of the construction project traverses property owned by the United States Navy, the Town secured a license from the United States Navy to construct a portion of the path over property owned by the Navy. A copy of the License Agreement between the United States Department of Navy and Town of Riverhead is annexed hereto as Exhibit “D” and made a part hereof. The Town recommends that all potential bidders carefully review the above referenced exhibits (Exhibits “A”, “B”, “C” and “D”), as these exhibits and the terms, conditions and obligations set forth in the exhibits are incorporated and made part of this construction project.

The construction project will include and require the successful bidder(s) to perform the work, including but not limited to, clearing (anticipated to be minimal) with maximum disturbance envelope of sixteen feet (16’), excavation and grading of subgrade, planting or laying of seed, mulch, or straw to restore or prevent disturbance of vegetation, construction of path with top course of rut avoidance asphalt concrete Type 6FRA) over recycled concrete aggregate, and an area of the path will require some fencing and/or installation of bollards. The successful bidder(s) shall be required to provide all labor, materials, supplies, equipment and other facilities and acts necessary or proper or incidental to the carrying out

Vendor Name: _____

and completion of the construction project and/or portion(s) of the contract as may awarded to bidder by this Request for Proposal.

Due to the length of the path (approximately 5 +/- miles in total), changes in topography, existence and/or condition of old security road, and vegetation with potential clearing requirements/restrictions, all of the terms, conditions, and obligations related to construction of the path set forth in the exhibits, it is critical that all potential bidders attend and participate in the mandatory pre-bid meeting and site inspection.

All bidders are hereby informed that the Town has applied for and been awarded grant monies from the County of Suffolk, State of New York, and State of New York Department of Environmental Conservation, as such, bidder(s) must complete and comply with various provisions of the grant awards, including but not limited to, Prevailing Wage and Equal Opportunity for Minorities and Women (5 NYCRR 143).

Finally, as recited in the provisions below, this request for proposal is part of a competitive procurement process which is intended to serve the best interests of the Town of Riverhead. The Town will evaluate the responses to this request for proposal based upon the totality of the bidder's presentation regarding the EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project (the "Project"), with emphasis on the experience and responsible reputation of the bidder with same or similar projects described in this request for proposal, equipment and personnel necessary to adhere to and complete the project in a timely manner, price, and experience with contracts with the State of New York, County of Suffolk and/or political subdivisions and corporate municipal instrumentalities of the State of New York. A responsible bidder is a vendor who has demonstrated judgment and integrity, is of good reputation, experienced in his/her work, whose record of past performance is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

Notwithstanding the above, requirements of grant funding, time constraints and clearing activity restrictions, the Town reserves its right to award to one or more than one bidder. Additionally, notwithstanding an award pursuant to these specifications, the Town reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it, including but not limited to New York State Office of General Services, County of Suffolk Shared Services Initiative/Purchasing Cooperative, and such other governmental entities as set forth under and in compliance with New York State General Municipal Law without notice to the vendor if it is deemed appropriate and in the best interests of the Town and the vendor/bidder shall have no recourse to the Town and/or Community Development Agency for any lost profit resulting from this action.

Vendor Name: _____

III: GENERAL BID SPECIFICATIONS

1. General Instructions

The Town of Riverhead and Community Development Agency (hereinafter collectively referred to as "Town" or "Town of Riverhead") seek proposals from bidders with experience and qualifications in all aspects necessary for the EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project. ******As recited in the Notice to Bidders and fully detailed in Section I titled "Overview", proposals will only be considered from bidders who attend the mandatory pre-bid meeting and inspection.******

Bidders shall be responsible to carefully examine the proposal bid specifications. These specifications require the doing of all things necessary or proper for, or incidental to, including but not limited to, materials, equipment, labor, record keeping, the EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project. All things not expressly mentioned in these specifications, but involved in carrying out their intent are required by these bid specifications; and the vendor/bidder shall perform the same as though they were specifically mentioned, described and delineated. Read all documents contained in the bid specifications.

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 time or date indicated in the bid specifications.** It is suggested that registered mail be used to submit bids. Delay in mail delivery is not an exception to the receipt of a bid.

A copy of the official bid documents may be obtained at the Town's website: www.townofriverheadny.gov. In addition to obtaining the official bid documents, any and all addendum pertaining to a particular bid or RFP are posted on the Town website referenced above-log and scroll to bid for EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project. It is incumbent upon all potential bidders to view all posted addenda prior to the bid close date.

Any questions or clarification to the bid specifications or technical specifications must be submitted in writing to the Town Engineer by email to: dillingham@townofriverheadny.gov on or before 4:00 pm on February 7th, 2018, **unless otherwise stated***. **Verbal questions will not be entertained.**

Bidders must submit one original proposal/bid. The original must be sealed and clearly marked "EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project". All bids shall be made out on the proposal forms attached hereto and all the attached certificates must be completed and signed in compliance with the provisions of Section 103-d of the New York State General Municipal Law. All bids must be filled out in ink, or be typewritten. Bids submitted in pencil will be rejected as unresponsive. Bids which have been corrected by white out or cross out, and have not been initialed and/or dated will be rejected as unresponsive. Bid Responses may be rejected if they show any omission, irregularity, alteration of form, addition, condition, unresponsiveness, or unbalance.

If applicable, samples may be requested by the Town for the purpose of product evaluation. It is understood that samples will be provided at **no** charge to the Town and will be returned,

Vendor Name: _____

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.

The Town Engineer, and/or his/her designee, shall be the only one authorized to make changes or alterations to anything contained in these specifications. As stated above, any changes shall be posted as an addendum on the following website: www.townofriverheadny.gov. The Town reserves the right to reject all bids, parts of all bids, or all bids for any one or more items or contractual services included in the proposed contract, when such rejection is in the best interest of the Town. The contract will be awarded to the responsible bidder(s) providing lowest price or best value based upon the totality of the bidder's presentation regarding the EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project (the "Project"), with emphasis on the experience of the bidder with same or similar projects described in this request for proposal, equipment and personnel necessary to adhere to and complete the project in a timely manner, price, and past experience with contracts with the State of New York, County of Suffolk and/or political subdivisions and corporate municipal instrumentalities of the State of New York. A responsible bidder is a vendor who has demonstrated judgment and integrity, is of good reputation, experienced in his/her work, whose record of past performance is established as satisfactory, and whose financial status is such to provide no risk to the Town of Riverhead in its contractual relations.

No bidder may withdraw a bid within forty-five (45) days after the actual date of the bid opening. Any bidder who does not honor their bid within the forty-five (45) days may be barred from bidding in any jurisdiction in New York State.

Bidders shall be required to adhere to the prevailing wage schedule and maintain a current wage schedule from the New York State Department of Labor for the entire term of the contract. Bidders who are required to comply with Equal Opportunity for Minorities and Women shall identify employees, schedule of tasks/works for such employee, time and payroll records related to the project, together with all such other records required to comply with 5 NYCRR 143. The Town may audit adherence to this prevailing wage and equal opportunity for minorities and women requirements at any time during or after the contract period.

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

2. Bid Costs and Expenses

The Town of Riverhead will not pay any costs incurred by any Bidder/Vendor associated with any aspect of responding to the request for proposals/bids, including bid preparation, printing or delivery, or negotiation process.

3. Bid Expiration Date

Vendor Name: _____

Prices quoted in the bid shall remain fixed and binding on the Bidder for at least one year from the date of the date of award or such other date set forth in these specifications and, upon mutual consent, an option to extend for an additional year.

4. Non-Conforming Bids

Non-conforming Bids will not be considered. Non-conforming bids are defined as those that do not meet the requirements of the bid specification. The determination of whether a bid requirement is substantive or a mere formality shall reside solely within the Town of Riverhead.

5. Sub-Contracting

The Bidder(s)/Vendor(s) selected shall be solely responsible for contractual performance (i.e. clearing, grading, material...) and Bidder(s)/Vendor(s) assumes all responsibility for the quality of work performed under this contract.

6. Discrepancies and Omissions

Bidder/Vendor is fully responsible for the completeness and accuracy of their bid, and for examining this bid and all addenda. Failure to do so will be at the sole risk of Bidder/Vendor. Should Bidder/Vendor find discrepancies, omissions, unclear or ambiguous intent or meaning, or should any questions arise concerning this request for bid, Bidder/Vendor shall notify the Town Clerk of the Town of Riverhead and/or Town Engineer, in writing, of such findings no later than 4:00 pm February 7, 2018. This will allow issuance of any necessary addenda. It will also help prevent the opening of a defective bid and exposure of Bidder/Vendor's bid upon which award could not be made. All unresolved issues should be addressed in the bid. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the designated contact, in writing, on or before 4:00 pm February 7, 2018. Bidder/Vendor name MUST appear on EVERY page of this bid.

7. Town's Right to Reject Bids

The Town reserves the right to accept or reject any or all bids or any part of any bid, to waive defects, technicalities or any specifications (whether they be in the Town's specifications or Bidder/Vendor's response), to sit and act as sole judge of the merit and qualifications of each product or services offered, or to solicit new bids on the same project or on a modified project which may include portions of the originally proposed project as the Town may deem necessary in the best interest of the Town. The Town reserves the right to purchase similar goods or services included as part of this bid from any means legally available to it at any time.

8. Town's Right to Cancel Solicitation

The Town reserves the right to cancel this solicitation at any time during the procurement process, for any reason or for no reason. The Town makes no commitments expressed or implied, that this process will result in a business transaction with any Bidder/Vendor.

9. Notification of Withdrawal of Bid

Vendor Name: _____

Bidder/Vendor may modify or withdraw its bid by written request, provided that both bid and request is received by the Town prior to the bid due date. Bids may be re-submitted in accordance with the Bid Notice due date in order to be considered further. Bids become the property of the Town at the bid submission deadline. All bids received are considered firm offers at that time.

10. Exceptions to the Bid Specifications

Any exceptions to the Bid Specifications or the Town's terms and conditions, must be highlighted and included in writing in the bid. Acceptance of exceptions is within the sole discretion of the evaluation of the Town.

11. Award of Contract

The final award of a contract(s) is subject to approval by the Town. The Town has the sole right to select the successful bidder(s) for award, to reject any bid as unsatisfactory or non-responsive, to award a contract to other than the lowest priced bid (i.e. best value), to award multiple contracts, or not to award a contract. Notice in writing to a bidder of the acceptance of its bid by the Town will constitute a contract, and no bidder will acquire any legal or equitable rights or privileges until the occurrence of such event.

12. Contract Terms and Conditions

The term of the contract between the successful bidder and the Town shall be for one (1) year. At the end of the contract period, the contract may be extended (not to exceed one (1) year extension) upon the same terms and conditions at the sole discretion of the Town of Riverhead and with the consent of the bidder/contractor. The Town also reserves the right to cancel this contract at any time without notice.

13. Independent Contractors

The parties to the contract shall be independent contractors to one another, and nothing herein shall be deemed to cause this agreement to create an agency, partnership, joint venture or employment relationship between parties. Each party shall be responsible for compliance with all applicable workers compensation, unemployment, disability insurance, social security withholding and all other similar matters. Neither party shall be liable for any debts, accounts, obligations or other liability whatsoever of the other party or any other obligation of the other party to pay on the behalf of its employees or to withhold from any compensation paid to such employees any social benefits, workers compensation insurance premiums or any income or other similar taxes.

14. Bid Security

The bid must be accompanied by a certified check on the solvent bank or trust company with its principal place of business in New York State, or an acceptable bid bond, in an amount equal to not less than five percent (5%) of the contract/bid price for each and every phase of the construction project bid-see bid sheets, made payable to the Town of Riverhead (herein identified as the Town), as assurance that the bid is made in good faith. The certified checks or bid bonds will be returned after execution of the contract between the Town and the successful bidder; the certified check or bid bond of the successful bidder

Vendor Name: _____

will be retained until filing and approval of the Performance Bond and until the completion of ten percent (10%) of the work under the contract.

The successful bidder, upon his failure or refusal to execute and deliver the contract insurance and bonds required within ten (10) days after the date of notice of acceptance of his or her bid(s), shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his bid.

Each proposal must also be accompanied by a Letter of Intent from a surety company acceptable to the Town, which letter shall assure the Town that the bidder, if awarded the Contract, will be able to secure from the surety the required bonds in the required amounts. Note, a letter of intent is required for each of the phases of the construction project bid.

15. Security for Faithful Performance and Maintenance

The successful bidder will be required to execute a Performance Bond at the signing of this contract. The cost of associated bonding, shall be included in the cost of the unit and extended price items. At the point where the Town Engineer determines that the construction is substantially complete, a letter will be issued to the Contractor declaring substantial completion, at that time, the Contractor shall begin the process of obtaining a Maintenance Bond dated to be valid for one year beyond the date of Substantial Completion. Performance bonding will be determined by the Town Engineer on a project-by-project (phase/commencement of construction project) basis.

16. Licenses and Permits

The Town submitted an application to the New York State Department of Environmental Conservation for the EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project. The New York State Department of Environmental Conservation approved the plans prepared by the Town of Riverhead (see Exhibit "B: Approved Plan and Photographic Log for Non-motorized Recreational Path) and issued a permit, DEC Permit # 1-4730-00013 (see Exhibit "C": New York State DEC Permit-7 pages) subject to terms, conditions and obligations set forth in the permit applicable to the Town and bidder/vendor performing any portion of the construction project. The Bidder/Vendor will be required to comply with all applicable federal, state and local laws, ordinances, codes, and regulations and to the extent additional permits are required to construct and complete the construction project (or phase of the construction project as the case may be), the bidder/vendor shall bear all costs of said permits and other relevant costs required in the performance of this contract. The Bidder/Vendor shall be properly licensed and authorized to transact business in the State of New York.

17. General Indemnification

By submitting a bid, the proposing Bidder/Vendor agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the Town of Riverhead, its agents and employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the Bidder/Vendor's its agents and employees' performance work or services in connection with the contract, regardless of whether such suits, actions, claims or liabilities are based upon acts or failures to act attributable, whole or part, to the Town, its employees or agents.

Vendor Name: _____

18. Insurance Required By the Town of Riverhead

Bidder/Vendor recognizes that it is operating as an independent Bidder/Vendor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Bidder/Vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Bidder/Vendor in their negligent performance under this contract.

The Bidder/Vendor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this contract. The Bidder/Vendor shall, at its own expense, carry and maintain insurance minimum limits as set forth below.

A. Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

B. Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

C. General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, with an Umbrella Policy minimum of \$5,000,000.00. The Town will be named as an additional insured on the General Liability policy.

D. Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of \$1,000,000 per occurrence, with an Umbrella Policy minimum of \$5,000,000.00. The Town will be named as an additional insured on the Professional Liability policy.

A Contract will not be signed by the Town's Supervisor until all required insurances are received. Note, the Town may amend the insurance requirements set forth above and such amendments shall be incorporated in any contract/agreement.

19. New York State Labor Law & Wage Rates

The successful bidder/contractor and each and every subcontractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York. The rates of wages must comply with the wage rate determined by the New York State Industrial Commissioner and in effect during all periods of time work is performed under this contract.

20. Certified Payroll Records

State of New York Department of Labor

On September 10, 1997, Governor Pataki signed into law Assembly Bill 6394-B amending Article 8, Section 220, of the NYS labor Law to include the following language: Every contractor and sub-contractor shall submit to the department of jurisdiction within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of

Vendor Name: _____

the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury. The department of jurisdiction shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project. This law took effect on November 9, 1997.

21. Minority and Women Owned Business

A portion of the EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project is funded through a grant(s) which is/are committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts and, as such, the successful bidder(s) will be required to furnish an EEO policy statement, staffing plan, and reports showing the participation of various business enterprises of subcontractors and suppliers on the contract and comply with all policy goals set forth in the grant requirements. *Note, the Director of the Community Development Agency will be attending the mandatory pre-bid conference to discuss the Minority and Women Owned Business requirements.

22. Foreign Contractors

Foreign contractors must comply with the provisions of Articles 9A and 16 of the Tax Law, as amended, prior to submission of a bid for the performance of this work. The certificate of the New York State Tax Commission to the effect that all taxes have been paid by the foreign contractor shall be conclusive proof of the payment of taxes. The term "foreign contractor" as used in this subdivision means in the case of an individual, a person who is a legal resident of another state or foreign country; and in the case of a foreign corporation, one organized under the laws of a state other than the State of New York.

23. Lien Law

All persons submitting bids represent and warrant that they have reviewed, are aware, and agree to be bound by the provisions of Section 25, including Subdivision 5, of the New York State Lien Law, as amended, which mandates that every assignment of moneys, or any part thereof, due or to become due under a contract for a public improvement shall contain a covenant by the assignor that he will receive any moneys advanced thereunder by the assignee and will hold the right to receive such moneys as a trust fund to be first applied to the payment of trust claims as defined in section seventy-one of the lien law, and that he will apply the same to such payments only, before using any part of the moneys for any other purpose. Pursuant to Section 220-a of the Labor Law all contractors and subcontractors shall file an affidavit attesting to the payment to employees.

24. Subcontractors and Suppliers

Within five days after receipt from the Town Engineer, or his representative, of notice to begin work, the contractor will furnish written notice of names of all subcontractors to be employed on the project and the general items of work to be done by them. Simultaneously, the contractor shall furnish written notice of the names and suppliers of materials to be used on the project. The town may disapprove, for good cause, any subcontractor or material supplier selected by the contractor by giving written notice of its disapproval within five (5)

Vendor Name: _____

days after receiving the names of subcontractors and material suppliers, to the contractor who shall thereupon promptly notify the town of the names of the subcontractor or material supplier selected in replacement which shall again be subject to approval by the town.

25. Protection of Underground Facilities

Attention is called to New York State General Business Law Article 36, section 764; New York State Public Service Law section 119-b and New York State Code Rule 753, also known as Call 811 or *Dig Safely New York*. The successful bidder acknowledges, agrees and warrants that bidder has read, is familiar with and agrees to comply with the provisions addressed in the afore-mentioned legal sections.

Subpart 753-3 Duties of Excavators

753-3.1 Timing of notice for excavation or demolition.

- a. 1. Before commencing or engaging in any non-emergency excavation or demolition, each excavator shall provide notice of the location and date of the planned excavation or demolition to the one-call notification system serving the vicinity in which the excavation or demolition is to take place.
2. Such notice shall be served at least two (2) but not more than ten (10) working days, not including the date of the call, before the commencement date of the excavation or demolition.

By accepting this bid award you, as the successful bidder, agree to comply in all respects with the applicable legal sections addressed above and any other applicable provisions of law related to excavation under this project.

26. Refusal to Waive Immunity

Pursuant to the provisions of Section 103-A of the General Municipal Law, in the event that the bidder or any members, partner, director or officer of the bidder, should refuse 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, of any political subdivision thereof or of an authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, firm 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 (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, by, such person and any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without 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 shall be paid.

27. Liquidated Damages

Vendor Name: _____

Liquidated damages in the amount of Two Hundred Fifty Dollars and 00 Cents (\$250.00) will be assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents.

28. Exemption from Sales and Use Taxes

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending Section 1115(a) of the Tax Law, specifically paragraphs 15 and 16, regarding political subdivisions such as the Town of Riverhead, as described in subdivision (a) paragraph (L) of Section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in Tax Law Section 1115 (a) (15) and (16):tangible personal property sold to a contractor, subcontractor or repairman for use in erecting structure or building of an organization described in subdivision (a) of Section 1116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law are also exempt from payment of sales and use taxes; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property and tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, or land of an organization described in subdivision (a) of Section 1116 of the Tax Law, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

Contractors entering into contract with the Town of Riverhead shall be exempt from payment of sales and use tax described above. Procedures and forms are available to the contractor direct from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York 12227.

29. Notice

Any notice to the Town of Riverhead required under the contract shall be sent to:

Town Engineer
Town of Riverhead
1295 Pulaski Street
Riverhead, NY 11901

30. Time for Commencement of Work

The bidder, when submitting his or her bid, must be prepared to commence work not later than ten (10) days after receiving a Town of Riverhead Purchase Order and the scope of work from the Town Engineer or his representative unless the Town Engineer shall authorize a different commencement time. Work shall commence as stipulated in the construction schedule provided by the Town of Riverhead or alternate schedule provided by the Contractor subject to approval by the Town Engineer and/or other Town personnel and shall meet the stipulations of this contract. The entire work must be satisfactorily completed and the project improvements available for use within the completion time stipulated.

Vendor Name: _____

31. Payments

Upon completion of the work under this contract, the contractor shall notify the Town Engineer of his completion or monthly due to duration of project. The Town Engineer will then make a final inspection and submit to the contractor a "punch list" if required. Upon final acceptance of the work by the Town Engineer, the contractor shall be paid one lump sum payment equal to the amount bid herein. Contractor shall submit a Receipt on company letterhead in the amount billed, a signed Town of Riverhead Voucher, Certified Payroll Records, Wage Disclaimer and the No Lien Affidavit attesting to the payment of employees. Payment shall not be processed until all necessary paperwork is received.

32. Piggybacking Clause Method of Award

The contract, if awarded, will be to the lowest responsive/responsible bidder(s) or best value in part or in whole who meet(s) all the terms of the specifications. The TOWN guarantees no minimum or maximum purchases or contracts as a result of award of this bid. The Town of Riverhead reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between the Town of Riverhead and the vendor. The Town reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it, including but not limited to New York State Office of General Services, County of Suffolk Shared Services Initiative/Purchasing Cooperative, and such other governmental entities as set forth under and in compliance with New York State General Municipal Law without notice to the vendor if it is deemed appropriate and in the best interests of the Town and the vendor/bidder shall have no recourse to the Town and/or Community Development Agency for any lost profit resulting from this action.

33. Termination

- a. Termination for Convenience:
Notwithstanding anything contained herein, the Town may terminate this Agreement anytime, in whole or in part, without showing cause by providing thirty (30) days written notice to the Successful Bidder. The Town shall pay all reasonable costs incurred by the Successful Bidder up to the date of termination. The Successful Bidder shall not be reimbursed for any anticipatory profits, which have not been earned to the date of termination.
- b. The Successful Bidder shall be provided 30 days' notice of any termination not for cause and shall only perform such work during the 30-day notice period that is authorized in writing by the Town's Purchasing Agent.
- c. This Agreement may be terminated by the Town upon at least seven (7) days' notice to the Successful Bidder in the event that: (1) the Work is permanently abandoned by the Town; (2) continued Work is deemed by the Town, in its sole discretion, not to be in the best interests of the Town; or (3) monies are no longer available or are not appropriated to fund the Work being performed or to be performed under this Agreement.
- d. Termination for Cause:

Vendor Name: _____

Notwithstanding anything contained herein, if the Successful Bidder fails to fulfill its obligation under this Agreement properly and on time or otherwise violates any provision of this Agreement, the Town may terminate this Agreement by written notice to the Successful Bidder. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished goods or services provided by the Successful Bidder shall, at the Town's option, become the Town's property. The Town shall pay the successful Bidder fair and equitable compensation for satisfactory performance prior to receipt of notice of termination less the amount of damages caused by the Successful Bidder's breach. If the damages are more than the compensation payable to the Successful Bidder, the Successful Bidder shall remain liable after termination, and the Town may take all steps necessary to collect damages.

Vendor Name: _____

IV. EPCAL BICYCLE PATH/VIETNAM VETERANS MEMORIAL TRAIL CONSTRUCTION PROJECT CONTRACT & SPECIFICATIONS

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EPCAL BICYCLE PATH/VIETNAM VETERANS MEMORIAL TRAIL CONSTRUCTION PROJECT CONTRACT & SPECIFICATIONS

1. Definitions

The Notice to Bidders, Overview, General Bid Specifications, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Plans/Construction Drawings, Itemized Construction Details, together with Exhibits and any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto, as if they were herein fully set forth. The table of contents, titles, heading, headlines, and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Overview, General Bid Specifications, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Plans & Specifications, Itemized Construction Detail, Form of Contract, Exhibits and any Addenda. In case of any conflict or inconsistency between the provisions of the contract and those of the Specifications, the provisions of this contract shall govern.

Contractor: The word "Contractor" shall mean the individual, partnership, firm, corporation, or any acceptable combination thereof, or a joint venture which is a party to the Contract with the Town, and which is undertaking the performance of the work under the terms of the Contract and acting directly or through its agent(s) or employee(s). The term "Contractor" means the prime Contractor, as differentiated from a subcontractor. All Contractors must be licensed to do business in the State of New York. The Contractor will act in an independent capacity and not as an officer or employee of the Town.

Directed, Required, Approved, Acceptable: Whenever the Contract Documents refer to the work or its performance, "directed", "required", "permitted", imply the direction, requirement, permission, order, designation or prescription of the Town Engineer and "approved", "satisfied", or "satisfactory", "in the judgement of", and words of like import, shall mean approved, or acceptable to, or satisfactory to, or in the judgement of the Town Engineer.

Extra Work: The term "extra work" as used herein, refers to and includes all work required by the Town, which in the judgement of the Town Engineer involves changes in or additions to work required by the Specifications and any Addenda in their present form and which is not covered by the price in the Form of Bid.

Plans: The word "Plans" shall mean Contract Drawings, License(s), and Permits which accompany these Specifications and are incorporated into this Contract as though fully set forth herein, and show the Work to be constructed or provided, such details and explanatory drawings as may be furnished from time to time during the progress of the Work, and drawings furnished by the Contractor and approved by the Town Engineer, or its duly authorized agents during the course of work on this Contract.

Vendor Name: _____

Subcontractor: The term "subcontractor" shall mean any person, firm, or corporation supplying labor and material for work at the site of the project but not including the parties to this contract.

Town Engineer: the duly authorized Town Engineer of Engineering Department for the Town of Riverhead or his or her designee; responsible for the overall technical and contractual completion of the Work.

Work: The word "Work" (or Project) shall mean all work to be furnished or performed as shown on the Plans and/or as specified herein.

2. Scope of Services, Obligations and Liability of Contractor

The Contractor shall do all the work and furnish all the materials, tools, and equipment, except as otherwise specified herein, and everything necessary or proper for performing and completing the work required by this Contract, in the manner and within the time hereinafter specified. The Contractor shall complete the entire work to the satisfaction of the Town, in accordance with the specifications and/or plans herein mentioned, and at the prices herein agreed upon and therefore fixed. *Note, due to the DEC permit clearing restrictions, the Town Engineer may require completion of all clearing activity within a defined time parameter such that it is complete prior to restriction set by the DEC.

All the work, labor and materials to be done and furnished under this Contract shall be done and furnished strictly pursuant to and in conformity with the specifications and instructions of the Town Engineer as given from time to time during the progress of the work under the terms of this Contract and also in accordance with the Contract plans if applicable.

The Contractor shall coordinate its operations with those of any other Contractors who may be employed on other work of the Town, shall avoid interference therewith, and shall cooperate in the arrangements for storage of materials.

A pre-construction conference will be held in the Office of the Town Engineer at 1295 Pulaski Street, Riverhead, NY soon after delivery of the Notice to Proceed. The Contractor will be notified of the exact time and date. The topics of discussion shall include coordination and scheduling of work requirements by all concerned parties. The Contractor shall provide a work schedule previously reviewed by the Town Engineer.

The Contractor shall conduct its work so as to interfere as little as possible with private business and public travel. Wherever necessary or required, and at its own expense, the Contractor shall maintain fences, provide watchmen and/or safety lights and flags, and take such other precautions as may be necessary to protect life and property.

The Contractor shall take all responsibility for the work done under this Contract, for the protection of the Work, and for preventing injuries to persons and damage to property and utilities on or about the work. The Contractor shall in no way be relieved of its responsibility by any right of the Town to give permission or instructions relating to any part of the work, by any such permission or instructions given, or by failure of the Town to give such permission or instructions. The Contractor shall bear all losses resulting to it

Vendor Name: _____

or to the Town on account of the quality or character of the work, because the nature of the land in or on which the work is done is different from what was estimated or expected, or on account of the weather, elements, or other causes. The Contractor shall assume the defense of all claims of whatsoever character against the Contractor or the Town and indemnify and save harmless the Town, its officers, or agents against all claims for injury or damage to persons, corporations, or property arising out of the work done under this Contract whether said claims arise out of negligence or not, or whether said claims are groundless, false, or fraudulent or not, and from all claims relating to labor and materials furnished for the work. The Contractor's obligation to indemnify shall not extend to those acts or omissions caused solely by the Town in connection with the work performed by the Contractor for the Town.

The Contractor shall conduct its operations so as not to damage monuments (land markers) existing structures or work installed either by itself or by other Contractors. In case of any such damage resulting from its own operations, the Contractor shall repair and make good as new the damaged portions at its own expense with the consent of the damaged party. In the event that consent is not given within a time frame deemed reasonable by the Town Engineer, the Contractor shall be relieved thereby of liability for the damage caused.

3. Shop Drawings

The contractor shall submit to the Town Engineer, four (4) copies of all shop drawings and schedules and no work shall be fabricated until his or her approval has been given. All shop drawings submitted to the Town Engineer must bear the contractor's stamp of approval evidencing that the drawings have been checked.

The contractor will make any corrections in the drawings required by the Town Engineer and will file with the Town Engineer four (4) corrected copies. Approval by the Town Engineer of such drawings or schedules shall not relieve the contractor from responsibility for:

- (a) Errors of any sort in shop or setting drawings or schedules;
- (b) Deviations from Plans and Specifications unless the contractor, at the time of submission of said drawings and schedules, has given notice to the Town Engineer of any such deviations.

4. Authority of the Town Engineer

The Town Engineer or his/her designee shall be the Project Field Representative during the life of this Contract and he or she shall observe the work in progress on behalf of the Town. He or she shall have authority to act on behalf of the Town only to the extent expressly provided in the Contract documents or otherwise in writing, which shall be shown to the Contractor, upon request. The Town Engineer shall have authority to stop the work whenever such stoppage may be necessary in his or her reasonable opinion to prevent improper execution of the work.

Vendor Name: _____

The sequence of execution of the work and the general conduct of the work shall be subject to the approval of the Town Engineer who shall have authority to instruct that changes be made in such sequence where public necessity or welfare shall require, which approval or instruction shall, however, in no way affect the responsibility of the Contractor in the conduct of the work.

The Town Engineer shall make all necessary explanations as to the meaning and intention of the drawings and/or specifications. The Town Engineer shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions in relation to said work and the construction thereof. In the event that a determination or decision of the Town Engineer is questioned by the Contractor, the decision of the Town Engineer shall be a condition precedent to the Contractor's right to receive any money for the work or materials to which the question or difference in opinion relates.

If the Contractor considers any work demanded of it to be outside the requirements of the Contract or if it considers any decision or determination of the Town Engineer to be inappropriate under this Contract, it shall immediately, upon such work being demanded or such decision or determination being made, ask in writing for written instructions, decision, or determination from the Town Engineer; the Town Engineer will respond in writing, within five days after the request therefor. Upon receipt of such written instruction, decision, or determination, the Contractor shall proceed without delay to perform the work or conform to the instructions, decision, or determination. Within 10 days after receipt of the written instructions, decision, or determination, the Contractor may file a written protest with the Office of the Town Attorney stating clearly and in detail his objection, the reasons therefore, and the nature and amount of damages which the Town Engineer's decision will cause it. Unless the Contractor shall file such written protest with the Office of the Town Attorney within such 10-day period, it shall be deemed to have waived all grounds for such protests and such damages and to have accepted the instruction, decision, or determination of the Town Engineer as just and reasonable and as being within the scope of the Contractor's obligations under the Contract.

5. Supervision of Work

The Contractor shall give the work the constant attentions necessary to facilitate the progress thereof and shall cooperate with the Town Engineer in every possible way.

At all times, the Contractor shall have as its agent on the work a competent superintendent capable of reading and thoroughly understanding the drawings and/or specifications. The superintendent on the work shall have full authority to execute the directions of the Town Engineer without delay and supply promptly such materials, equipment, tools, labor, and incidentals as may be required.

Whenever the Contractor is not present on any part of the work where it may be necessary to give instructions, such instructions may be given by the Town Engineer and shall be received and obeyed by the superintendent or foreman who may have charge of the particular work involved.

Vendor Name: _____

Parts of Contract, the Information for Bidders, appendix, all exhibits, and addenda, the bid submitted by the Contractor, the Notice of Award, Notice To Proceed, the General and Special Conditions, the Specifications and/or Drawings, and Change Orders are made parts of this Contract.

6. Discrepancies, Errors, and Omissions

The drawings and/or specifications are intended to be explanatory, but should any discrepancy appear or any misunderstanding arise as to the intent of anything contained in either, the interpretation and decision of the Town Engineer shall be final and binding on both parties to this Contract.

Any correction of errors or omissions in drawings and/or specifications may be made by the Town Engineer when such correction is necessary for the proper fulfillment of Town's intention in its sole discretion. Where said correction of errors or omissions adds to the amount of work to be done by the Contractor, compensation for said additional work shall be made under the item of work for which a unit price is included in the bid. All work indicated on the drawings and not mentioned in the specifications, or vice versa, and all work and material usual and necessary to make the work complete in all parts, whether or not they are indicated on the drawings or mentioned in the specifications, shall be furnished and executed the same as if they were called for both by the drawings and by the specifications.

7. Manufactured Materials

Where several materials are specified by name, the Town Engineer shall have the right, before execution of the contract, to require any and all bidders to state the materials upon which they based their bid. Where any materials are specified by name or trade name, or by catalog number of a company or companies, the contractor shall furnish the article mentioned unless approval of the Town Engineer is obtained in writing for a substitution. Should the contractor desire to substitute another materials for one or more specified by name, he shall apply in writing for such permission and state credit or extra involved. He shall also provide supporting data and samples for the consideration of the Town Engineer.

Unless particularly specified otherwise, all manufactured articles, materials and equipment shall be applied, assembled, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer and including the necessary preparation to properly install the work. Where reference is made to manufacturer's directions, the contractor shall submit such directions to the Town Engineer as required.

The materials used in construction shall be disposed so as not to endanger the work, and so that full access may at all times be had to partly completed work and structures and they shall be so disposed as to cause no injury to those having access to the work or any of the units.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such

Vendor Name: _____

grades as will bring first-class results only. The type of labor employed by the contractor shall be such as will insure the uninterrupted continuity of the entire work, without conflict of any kind.

8. Laboratory

Laboratories shall be designated by the Town Engineer for testing the materials to be used under the contract. Where tests are made by other than the designated laboratories, two certified copies showing correctly the chemical analysis and physical tests shall be furnished to the Town Engineer.

9. Temporary Toilet

The contractor shall provide and maintain a sanitary temporary toilet where directed by the Town Engineer. The temporary toilet shall be enclosed and weatherproof and kept in a sanitary condition at all times. Upon removal of the temporary outside toilet, the vault shall be disinfected, filled and all evidence of the toilet removed from the site.

10. Insurance

Contractor shall, at its own expense, carry and maintain insurance minimum limits as set forth below.

A. Workers' compensation Insurance, as required by Applicable Law, the coverage must be evidenced on a C-105.2 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

B. Disability Benefits Insurance must be evidenced on a DB-102.1 form or if exempt on the CE-200 form. If you have questions please visit www.wcb.state.ny.us/main/forms.

C. General Liability insurance to include bodily injury and injury to property in the amount of \$1,000,000 per occurrence, with an Umbrella Policy minimum of \$5,000,000.00. The Town will be named as an additional insured on the General Liability policy.

D. Professional Liability insurance to include malpractice and bodily injury and injury to property in the amount of \$1,000,000 per occurrence, with an Umbrella Policy minimum of \$5,000,000.00. The Town will be named as an additional insured on the Professional Liability policy.

A Contract will not be signed by the Town's Supervisor until all required insurances are received. Note, the Town may amend the insurance requirements set forth above and such amendments shall be incorporated in the contract/agreement.

11. Compliance with Laws

The Contractor shall keep itself fully informed of all existing and future federal, state, local or municipal laws, rules and regulations in any manner affecting those engaged or employed in the work, the materials used in the work or the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over

Vendor Name: _____

the same. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Contract for this Work, in relation to any such law, ordinance, regulation, order or decree, it shall forthwith report the same to the Town in writing. It shall at all times observe and comply with, and cause all its agents and employees to observe and comply with, all existing laws, ordinances, regulations, orders and decrees; and it shall protect and indemnify the Town, its officers, and agents against any claim or liability arising from or based upon violation of any such law, ordinance, regulation, order or decree, whether by itself or its employees.

12. Provisions Required by Law Deemed Inserted

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

13. Coordination with Other Contractors, Utilities, State Agencies and Municipal Departments

During the course of construction the Contractor shall coordinate all of its activities with those of others to insure a smooth completion of the project with a minimum of disruption to the public and private sector, while providing the specified quality of finished product. Contractor's responsibilities include, but shall not be limited to:

The Contractor is responsible for contacting the utility and/or Call 811 and shall be contacted directly for field verification of their utility locations. No excavation is authorized until after Call 811, or appropriate party, has marked all existing utilities. Underground utility locations as shown on the plans are approximate only. Prior to construction, the Contractor shall notify Towns of adjacent utilities when prosecution of work may affect them. The Contractor shall excavate test pits as necessary to locate existing utilities. The Contractor is responsible for the expense of protection of all utilities encountered during the construction of the project. No additional compensation will be allowed for any delays, inconvenience, or damage sustained by the Contractor due to any interference from utility appurtenances or the operation of moving them by the utility companies.

The Contractor shall assume full responsibility for the protection of all buildings, structures and utilities (both public and private) whether or not they are shown on the Contract plans. All damage, injury or loss to any public or private property, by the Contractor, or any subcontractor, shall be replaced or restored to at least the original condition to the satisfaction of the Town at the Contractor's expense.

The Contractor shall contact utility companies to adjust valve boxes to match new pavement grades; post of all work areas for no parking according to the laws and ordinances of the Town of Riverhead; maintaining safe public access to commercial businesses at all times, coordinate closures of private drives and sidewalks with property Towns to provide for minimum disruption of access during the project; and under no circumstances shall private access be cut off over weekend shutdowns.

Vendor Name: _____

No additional compensation shall be paid to the Contractor for these activities, and all costs should be considered subsidiary or incidental to other payment items. A pre-construction meeting among all concerned parties will be held to discuss potential coordination and scheduling issues.

14. Utility Relocation

In the event that construction of the improvements may require that private utilities be relocated, it shall be the Contractor's sole responsibility to coordinate with these utilities to have the utilities relocated. In the event that the utilities are not relocated resulting in any delay to the Contractor and the Contractor has documented through daily logs and reports that they have made every reasonable attempt to get the utilities relocated, the Contractor may request that the Town grant relief in the form of a contract extension without any additional compensation.

15. Permits

The Contractor shall, at its own expense, take out all necessary permits from the county, municipal, or other public authorities; shall give all notices required by law or ordinances; and shall post all bonds and pay all fees and charges incident to the due and lawful prosecution of the work covered by this Contract. *Note, Town applied for and received permit from New York State Department of Environmental Conservation-see Exhibit C.

16. Not to Sublet or Assign

The Contractor shall constantly give its attention to the faithful prosecution of the work, shall keep the same under its control, shall not assign, by power of attorney or otherwise, or sublet the work or any part thereof, without the previous consent of the Town, and shall not either legally or equitably assign any of the moneys payable under this Contract, or its claim thereto, unless by and with the like consent of the Town and the Surety on the bonds. Any work approved for sublet will obligate the subcontractor to all the Terms and Conditions of these contract documents, including but not limited to compliance with NYS Prevailing Wage and Equal Opportunity for Minorities and Women.

17. Time of Beginning Work

Except as herein provided, the Contractor shall commence work at such points as the Town may approve in accordance with the Notice to Proceed as issued by the Town.

Such time of starting may be postponed by written agreement between the Town and the Contractor because of expected delays in receipt of materials and equipment, if the season is unsuitable for commencement of the work, or because of any other contingency clearly beyond the control or responsibility of the Contractor. Unless stipulated otherwise in said agreement, the Contractor shall commence work at such points as the Town may direct or approve within 5 days after the receipt of a written order from the Town to start work.

Vendor Name: _____

18. Time for Completion

The rate of progress shall be such that the whole work shall be performed in accordance with the terms of this Contract before the expiration of the time limit stipulated under Information For Bidders, unless and except as any part may be delayed under the provisions of this Contract.

The Contractor shall proceed with work in a timely manner to meet the schedule it has provided. No deviations from this schedule shall occur without consent of the Town Engineer. It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, minor variances in actual unit quantities versus estimated bid quantities, inclement weather, and accidents and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress.

If, in the opinion of the Town Engineer, the rate of progress of the work has fallen behind schedule so as to jeopardize the timely completion of the project, the Town Engineer may prescribe in writing, operations and/or manpower additions to be performed to assure completion of the project in accordance with the Contract.

If delays are caused by extreme acts of God, acts of Government or State, strikes, extra work, or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time wherein to perform and complete this Contract on its part as the Town Engineer shall certify in writing to be just.

19. Work Area Progress

Upon commencement of construction in a work area, the Contractor shall maintain consistent daily progress so as to minimize the time of disruption to adjoining property Towns. The Contractor may have more than one work area in operation at once; however, consistent daily progress shall be maintained in each until completion.

20. Extension of Time

When extra work or work in excess of the estimated quantities in the bid is ordered at any time during the progress of the work which requires in the opinion of the Town Engineer an unavoidable increase of time for the completion of the Contract, a suitable extension of the time for completion shall be made by the Town Engineer.

21. Night and Weekend

Work No work shall be performed between the hours of 7:00 p.m. and 7:00 a.m., nor on Sundays or legal holidays, except such work as is necessary for the proper care and protection of work already performed, and then only with the prior approval of Town Engineer, or except in case of emergency.

22. Daily Records

The Contractor shall complete and submit to the Town production reports on a daily basis.

Vendor Name: _____

23. Liquidated Damages

In case the Contractor fails to complete satisfactorily the entire work contemplated and provided for under this Contract on or before the date of completion determined as described above, the Town Engineer shall deduct from the payments due the Contractor in the bid for each calendar day of delay (weekends and legal holidays excluded) to be paid in full and subject to no deduction. If the payments due the Contractor are less than the amount of such liquidated damages, said damages shall be deducted from any other moneys due or to become due the Contractor, and, in case such damages shall exceed the amount of all moneys due or to become due the Contractor, the Contractor or its Surety shall pay the balance to the Town.

24. Employ Competent Personnel

The Contractor shall employ only competent personnel to do the work, and whenever the Town Engineer notifies the Contractor in writing that in his opinion any person on the work is incompetent, unfaithful, disorderly, or otherwise unsatisfactory, or not employed in accordance with the provisions of this Contract, such person shall be discharged from the work and shall not again be employed on it, except with the consent of the Town Engineer.

25. Access to Work

For purposes already specified and for any other purpose, the Town Engineer, and their agents and employees may enter upon the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

26. Examination of Work

The Town Engineer shall be furnished with every reasonable facility for ascertaining that the work is in accordance with the requirements and intention of this Contract, even to the extent of uncovering or taking down portions of finished work.

27. Defective Work

The inspection of the work shall not relieve the Contractor of any of its obligations to fulfill its contract as herein prescribed; and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such work and materials have been previously overlooked by the Town Engineer and estimated for payment. Defective work, whether the result of poor workmanship, use of defective materials, damage through carelessness of the Contractor or any other outside agency, found to exist prior to the final acceptance of the work, shall be replaced or repaired and tested in a manner acceptable to the Town Engineer at the Contractor's own expense.

No work shall be done without lines and grades having been accepted by the Town Engineer. Work done contrary to any instructions given by the Town Engineer will be considered defective and will not be paid for under the provisions of the Contract and may be ordered removed or replaced at the Contractor's own expense.

28. Protection against Water and Storm

Vendor Name: _____

The Contractor shall take all precautions to prevent damage to work by storms or by water entering the site of the work directly or through the ground. In case of damage by storm or water, the Contractor shall make such repairs or replacements or rebuild such parts of the work as the Town Engineer may require in order that the finished work may be completed as required by the drawings and/or specifications.

The Town Engineer may prohibit the carrying out of any work at any time when, in his judgement, the conditions are not suitable or the proper precautions are not being taken, whatever the weather may be, in any season.

29. Mistakes of Contractor

The Contractor shall make good any defects, omissions, or mistakes for which it or its employees are responsible, and it shall pay to the Town all expenses, losses, and damages incurred therefrom.

30. Changes Not to Affect Bonds

It is distinctly agreed and understood that any changes made in the drawings and/or specifications for this work (whether such changes increase or decrease the amount thereof) or any change in the manner or time or payments made by the Town to the Contractor shall in no way annul, release, or affect the liability and surety on the bonds given by the Contractor.

31. Prices for Work

The Town shall pay, and the Contractor shall receive, the prices stipulated in the Bid Schedule attached hereto as full compensation for everything furnished and done by the Contractor under this Contract, including all work required but not specifically mentioned, and also for all loss or damage arising out of the nature of the work aforesaid, from the action of the elements, or from any unforeseen obstruction or difficulty encountered in the prosecution of the work, for all risks of every disruption connected with the work, for all expense incurred by or in consequence of the suspension or discontinuance of the work as herein specified, and for well and faithfully completing the work and the whole thereof, as herein provided, except that attorney fees in the event of a dispute are expressly excluded from the foregoing.

32. Measurement and Payment Quantities

It shall be the responsibility of the Contractor to provide personnel for measurement of quantities or to assist the Town Engineer with measurement and verification of all quantities in accordance with the terms of this Contract prior to payment. In computing quantities, the length, area, solid contents, number, weight, or time as specified in the Bid Schedule or approved Schedule of Values for lump sum items shall be used for all payments.

Payment for all work items bid at a price per unit of measurement shall be based upon the actual quantities of the accepted work upon completion. The Estimated Quantities provided in the Bid Schedule are for bid comparison only. The Town does not express or

Vendor Name: _____

imply that the actual amount of work or materials will correspond to the Estimated Quantities. The Contractor shall make no claim nor receive any compensation for anticipated profits, loss of profits, damages, or any extra payment due to any difference between the amount of work actually completed, or materials or equipment furnished, and the Estimated Quantities.

Structure depth for purposes of pay item classification or unit price measure for cleaning or grouting shall be by vertical foot from invert out elevation to rim elevation.

Volumes of excavation, tamped fill, compacted roadway or sidewalk base, and borrow pits where such unit prices are given in the Bid Schedule shall be calculated from the cross-section areas by use of average end area formulae. Volumes of other work such as masonry, removal of masonry, etc. shall be calculated by using arithmetical formulae. Where the volume is bounded by varying dimensions and there is no simple volumetric formulae applicable, frequent cross-sections will be taken and the volume computed by average end area formulae.

The term ton shall mean the US Standard weight measure or short ton consisting of 2,000 pounds avoirdupois. All materials specified for measurement by the ton shall be weighed on accurate, approved scales.

All materials for which measurements are obtained by the cubic yard based on loose or uncompacted measurements in the transport vehicle shall be hauled in approved vehicles and measured therein at point of delivery. No allowance will be made for settlement of material in transit. Approved vehicles for this purpose may be any size or type acceptable to the Town Engineer, provided the body is of such shape that the actual contents may be readily and accurately determined.

33. Extra Work - Change Orders

Extra work includes only work that is not provided for in the unit price items in this Contract. It does not include clearing, grubbing, excavation, backfill, compaction and supply and installation of all materials required by this Contract to complete the work.

The Contractor shall do any work incidental to the proper completion of the Contract and not otherwise provided for herein, when and as ordered in writing by the Town Engineer, either (a) at the price agreed upon before the work is commenced and named in the order for the work or (b) if the Town so elects, for the reasonable cost of said work, as determined by the Contractor and approved by the Town Engineer, plus a percentage of such cost, as set forth below. Extra work shall only be authorized by a change order signed by the Town Engineer prior to the undertaking of the extra work.

The cost of extra work done under (b) above shall include the reasonable cost to the Contractor of materials used and equipment installed, common and skilled labor, and foreman, and the fair rental of all machinery used on the extra work for the period of such use.

Vendor Name: _____

At the request of the Town Engineer, the Contractor shall furnish itemized statements of the cost of the work ordered and give the Town Engineer access to all accounts, bills, and vouchers relating thereto.

To the cost of extra work done by the Contractor's own forces under (b) above (determined as stated above), the Contractor shall add no more than five percent (5%) to cover overhead and profit.

In the case of extra work under (b) above by a subcontractor, the combined contractor and subcontractor overhead shall not exceed ten percent (10%) of the subcontractor's charge for the extra work.

If extra work is done under (b) above, the Contractor and/or subcontractor shall keep daily records of such extra work. The daily record shall include the names of personnel employed and hours worked, materials and equipment incorporated, and machinery used, if any, in the prosecution of such extra work. This daily record shall be signed by the Contractor's authorized representative and (if approved) by the Town Engineer, verifying that such work has been done. A separate daily record shall be submitted for each Change Order.

It is agreed that the rate of progress herein required has been purposely made low enough to allow for the ordinary delays incident to construction work of this character. No extension of time will be made for ordinary delays, minor variances in actual unit quantities versus estimated bid quantities, inclement weather, and accidents and the occurrence of such will not relieve the Contractor from the necessity of maintaining this rate of progress.

If, in the opinion of the Town Engineer, the rate of progress of the work has fallen behind schedule so as to jeopardize the timely completion of the project, the Town Engineer may prescribe in writing, operations and/or manpower additions to be performed to assure completion of the project in accordance with the Contract.

If delays are caused by extreme acts of God, acts of Government or State, strikes, extra work, or other contingencies clearly beyond the control or responsibility of the Contractor, the Contractor shall be entitled to so much additional time wherein to perform and complete this Contract on its part as the Town Engineer shall certify in writing to be just.

34. Alterations

The Town Engineer may make changes, alterations, additions or omissions at any time in the line, grade, plan, form, dimensions, quantities, contract items, or materials of the work or any part thereof, for any reason, either before or after the commencement of construction. To the extent necessary, the Town Engineer may make any such change, alteration, addition, or omission as is necessary to effectuate the Contract, and such alteration shall not result in a claim for breach hereunder by Contractor. Such alterations shall be only of a character to carry out the general intent of the Contract and shall not be considered a waiver of any condition of said Contract nor to invalidate any of the provisions thereof.

Vendor Name: _____

If such alterations increase or diminish the quantity of work to be done, adjustments for such increase or decrease shall be made at the unit prices stipulated for such work under this Contract. If such alterations diminish the quantity of work to be done, these alterations shall not warrant any claim for damages or for anticipated profits on the work that is eliminated. Town approved alterations affecting the original bid quantities shall be authorized by a change order signed by the Town Engineer and Contractor identifying the increase/decrease to the original bid quantities and the corresponding change in the Contract price prior to the alterations being implemented.

35. Significant Changes in the Character of Work

General. At any time during work the Town reserves the right to make, in writing, changes in quantities and alterations in the work as are deemed necessary or desirable to satisfactorily complete the project. Changes in quantities and alterations in the work will not invalidate the Contract or release the Contractor's surety, and the Contractor shall perform the work as altered.

Significant Alteration/Change to Character of Work; Adjustment to Contract. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by different quantities or alterations, a monetary adjustment will be made to the Contract; loss of anticipated profits shall not be included. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, an adjustment will be made as the Town Engineer determines to be fair and equitable.

36. Alterations/Changes Not Significant

If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.

37. Significant Change Defined

The term "significant change" shall be construed to apply only to the following circumstances:

When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction; or

When a major item of work, as defined, is increased in excess of 25 percent above or decreased below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to that portion in excess of 125 percent of the original Contract item quantity; any allowance for a decrease in quantity below 75 percent shall apply to the actual amount of work performed.

38. Major Item Defined

A major item of work is any bid item that has a total bid value greater than 20 percent of the total bid amount of the Contract.

Vendor Name: _____

39. Eliminated Items

Should any item(s) contained in the Contract be found unnecessary for proper completion of the work, the Town Engineer may, upon written order to the Contractor, eliminate the item(s) from the Contract; such action shall have no effect on the other provisions of the Contract and shall in no way invalidate the Contract. No compensation will be allowed for items eliminated from the Contract

40. Abandonment of Work

If the work to be done under this Contract shall be abandoned, if this Contract or any part thereof shall be sublet without the previous consent by the Town, if the Contract or any claim thereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the Town shall be of the opinion, and shall so certify in writing, that the conditions herein specified as to the rate of progress are not fulfilled, that the work or any part thereof is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the Town may notify the Contractor by a written order, with a copy mailed to the home office of the Surety, to discontinue all work, or any part thereof; thereupon the Contractor shall discontinue such work or such part thereof as the Town may designate; and the Town may thereupon, by Contract or otherwise as it may determine, complete the work, or such part thereof, and charge the entire expense of so completing the work or part thereof to the Contractor. For such completion the Town, for itself or its contractors, may take possession of and use or cause to be used in the completion of the work or part thereof any of such materials, equipment, machinery, implements, and tools of every description as may be found at the location of said work.

All expenses charged under this article shall be deducted and paid by the Town out of any moneys then due or to become due the Contractor under this Contract or any part thereof; in such accounting, the Town shall not be held to obtain the lowest figures for the work of completing the Contract or any part thereof, or for ensuring its proper completion, but all sums actually paid therefore shall be charged to the Contractor. In case the expenses so charged are less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, the Contractor shall be entitled to receive the difference, and, in case such expenses shall exceed the said sum, the Contractor shall pay the amount of the excess to the Town.

41. Payment for Mobilization

Mobilization shall consist of preparatory work and operations, including but not limited to those necessary for movement of personnel, equipment, supplies, and incidentals; for establishment of temporary site office, field lab, or other site specific facilities; and for all other preliminary work, approvals, or coordination required prior to start of work.

For contracts which do not include a separate pay item for mobilization, payment for mobilization shall be considered incidental to the work being performed. Full compensation shall be included in the contract lump sum price in the prices for the various items of work in a unit price contract.

Vendor Name: _____

When the contract Bid Schedule or approved Schedule of Values does include a separate item for mobilization, payment for mobilization shall include full compensation for the furnishing of all labor, materials, tools, equipment, administrative costs, and incidentals required for mobilization. Mobilization costs shall not exceed Five (5%) Percent of total contract bid.

42. Retainage of Payment

The Town may retain Ten (10%) Percent of the estimated value of the completed work as measured and verified above and is due the Contractor each month as set forth under "Progress Estimates". Retainage shall be held by the Town until such time as all work covered by the Contract Documents is completed and accepted by the Town and a Certificate of Substantial Completion has been issued.

43. Partial Payment Not Acceptance

It is agreed that this is an entire Contract for one whole and complete work and that neither partial payments on account by the Town nor the use of parts of the proposed equipment shall constitute an acceptance of any part of the work before its entire completion and final acceptance.

44. Progress Estimates

Once a month, except as hereinafter provided, the Town shall make an estimate of the total amount and value of the work done to the first of the month. The Town shall retain a percentage of such estimated value, as set forth above, as part security for fulfillment of this Contract by the Contractor and shall deduct from the balance all previous payments and all sums to be retained under the provisions of this Contract. The Town shall pay monthly to the Contractor the balance not retained as aforesaid, except that payment may be withheld at any time if the work is not proceeding in accordance with the Contract. This includes restoration of greenbelt areas and site clean-up.

No progress estimate need be made when in the judgment of the Town the total value of the work done since the last estimate amounts to less than One Thousand Dollars (\$1,000.00).

45. Final Estimate and Payment

As soon as practicable after the completion of the work under this Contract, the Town Engineer shall make a final estimate in writing of the quantity of work done under the Contract and the amount earned.

The Town shall pay to the Contractor the entire sum found to be due hereunder after deducting therefrom all previous payments, all amounts to be kept, and all amounts to be retained under the provisions of this Contract. All quantities shown on progress estimates and all prior payments shall be subject to correction in the final estimate and payment. The Town may request a Release of Lien for all subcontractors prior to final payment.

46. Waivers

Vendor Name: _____

Neither the inspection by the Town Engineer or any of its agents; nor any order, measurement,; nor any order by the Town Engineer for the payment of money; nor any payment for or acceptance of the whole or any part of the work by the Town; nor any extension of time; nor any possession taken by the Town or its employees shall operate as a waiver of any provision of this Contract, of any power herein reserved to the Town, or any right to damages herein provided; nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach. Any remedy provided in this Contract shall be taken and construed as cumulative, that is, in addition to each and every other remedy herein provided and in addition to all other suits, actions or legal proceedings, the Town shall also be entitled as right to a writ of injunction against any breach of any of the provisions of this Contract.

47. Liability of Town

No person, firm or corporation, other than the signer of this Contract as Contractor, now has any interest hereunder; no claim shall be made or be valid; and neither the Town nor any agent of the Town shall be liable for or be held to pay any money, except as herein provided. The acceptance by the Contractor of the payment of the final estimate shall operate as and shall be a release to the Town and every agent of the Town from all claims and liability to the Contractor for anything done or furnished for or relating to the work or for any act or neglect of the Town or of any person relating to or affecting the work, except the claim against the Town for the remainder, if there is any, of the amounts kept or retained as herein provided.

48. No Personal Liability of Public Officials

It being understood that in all such matters relative to the Contract that they act solely as agents and representatives of the Town, neither the Town Engineer of Public Works, Assistant Town Engineer of Public Works, Project Manager or their authorized representatives shall be liable, either personally or as officials of the Town, for their actions pursuant to authority granted to them by the Contract.

49. Guarantee

The Contractor guarantees that the work to be done under this Contract, and the workmanship performed and the materials and equipment used in the construction of the same shall be free from defects or flaws. This guarantee shall be for a period of one (1) year from and after the date of Final Completion (final payment) of work. The Contractor shall repair or replace as required, promptly and without charge, all work, and materials, or parts thereof, which fail to meet the above guarantee during the one year herein quoted.

50. Submittals

If requested by Town Engineer, the Contractor shall prepare and submit to the Town Engineer, certifications of materials and equipment called for in the specifications, before work commences.

Vendor Name: _____

Unless otherwise specifically directed by the Town Engineer all samples shall be of the precise article proposed to be furnished. The Town Engineer will consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Town to evaluate the proposed substitution.

Do not substitute materials, equipment or methods unless such substitution has been specifically accepted for this work by the Town Engineer in writing.

51. Seasonal/Weather Limitations

No Bituminous Concrete (asphalt) shall be installed on frozen or thawing sub-grades or sub-bases (gravel) during unseasonable weather conditions. The Contractor shall record the temperatures daily.

Bituminous Concrete (Asphalt)

Weather Limitations: Bituminous material (asphalt) shall be applied only when the following conditions prevail:

The atmospheric temperature is at least 40 degrees F. in the shade and rising.

The road surface and the aggregate are sufficiently dry.

Weather conditions or other conditions are favorable and are expected to remain so for the performance of satisfactory work.

Bituminous material shall not be applied between November 1 st and May 1 st unless authorized in writing by the Town.

52. Schedules

The Contractor shall provide a work schedule to the Town Engineer within 10 days of the date of the Notice to Proceed.

Prior to the first partial payment estimate the Contractor shall submit construction progress schedules showing the order in which it proposes to carry on the work, including dates at which it will start the various parts of the work, estimated date of completion of each part, etc.

The Town reserves the right to set or change priorities.

53. Restoration of Existing Surfaces

All existing street pavements, driveway aprons, and greenbelt areas disturbed by excavation and/or construction activities of the Contractor shall be restored to their original conditions or better.

Street pavements shall be restored to existing asphalt thickness or a minimum 4" thickness, whichever is greater. Driveway aprons shall be regraded and finished to match the grades of the curb cut opening and promote proper drainage of surface runoff.

Vendor Name: _____

Greenbelt areas shall be regraded to match the grades of the curbing or street using excavation and/or earth borrow as required and a minimum 4" layer of topsoil. Disturbed areas shall be seeded and mulched to provide a vigorous growth of grasses to match the surrounding terrain. This growth of grasses is subject to the one (1) year guarantee period as provided for in these General Conditions.

Seed shall be fresh, clean seed of the latest crop which meets the standards of the Federal Seed Act. All seed shall be furnished in sealed standard containers of vendor with each container showing vendor name, weight percent of each grass seed, percent pure seed, percent germination, percent weed content, date of seed crop, and date of test.

54. Daily Job Shutdown

At the close of each workday, or when and as directed by the Town, all unfinished work shall be identified in a manner so as to warn and prevent pedestrians from traversing or using the unfinished area. In the event that work performed under, through, or in conjunction with this Contract requires the closing or blocking off of pedestrian or vehicular right(s)-of-way, the Contractor shall post signs to that effect at both ends of the street, sidewalk, or other such termini.

55. Unsuitable Material

If unsuitable material for foundation (in the opinion of the Town) is found at or below the grade to which excavation would normally be carried in accordance with the drawings and/or specifications, the Contractor, at the direction of the Town, shall remove such material to the required width and depth and replace it with thoroughly compacted, screened gravel, select bank-run gravel, bank-run gravel, fine aggregate or concrete as directed.

56. Traffic Control

The Contractor shall provide all vehicular and pedestrian traffic control and work site protection measures in accordance with the U.S. Department of Transportation's "Manual on Uniform Traffic Control Devices". Prior to commencement of work, the Contractor shall provide a traffic plan to the Town. A sufficient amount of cones and/or barricades shall be provided by the Contractor during construction. Lighted barricades shall be provided in a sufficient amount for overnight and weekend use as designated by the Town. In certain areas a uniformed traffic officer shall be required; these areas shall be designated by the Town. Should a uniformed traffic officer be required, he (she) will be supplied at the Contractor's expense. If the Town determines that additional traffic control is needed beyond what is provided by the Contractor, then the Contractor shall be responsible for providing the necessary measures. If it becomes necessary for the Town to provide traffic control measures or equipment, the Contractor shall reimburse the Town for all costs incurred for providing this traffic control.

57. Protection of the Public

Vendor Name: _____

APPENDIX A: ITEMIZED CONSTRUCTION & TECHNICAL DETAILS

Vendor Name: _____

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ITEM NO. 1 CLEARING AND GRUBBING

1. DESCRIPTION - Under this item the Contractor shall clear and grub the area where construction is to be done; and such other areas as specified or directed; he shall clear such additional areas within the limits of the right of way, easement lines or other designated areas as specified or directed by the Town Engineer. The Contractor shall protect existing features which are to be retained and repair injuries as specified and as directed by the Town Engineer.

2. MATERIALS - The Contractor shall utilize all means and methods available to him to clear and grub area as shown on the plans or as directed by the Town Engineer.

3. CONSTRUCTION DETAILS

Location of Work - The Town Engineer will define the limit of areas where clearing and grubbing is to be done. They shall be the areas of construction which include the road section, stream channels, ditches, temporary approaches, detours and new drainage areas shown on the plans or as specified or as directed. The Engineer will designate the fences, structures, and debris and trees and bushes to be cleared where grubbing is not required. Clearing beyond the areas of construction shall be only where specified or directed. It shall not include all trees within the right-of way which are dead or in a hazardous condition and it may include a strip above the upper limits of cut slopes.

Grubbing and Cutting - All roots and stumps within the limits of the road section shall be grubbed and excavated unless otherwise specified or approved. Where trees are cleared and grubbing is not required the trunks shall be cut off not more than six (6) inches above the original ground surface. At the completion of the work on the contract the Contractor shall cut all grass, weeds and brush within the limits of the right-of-way and easement lines as directed by the Engineer.

Disposal – All wood and brush shall be chipped where permitted or otherwise disposed of as specified or approved. All elm wood cut by the Contractor shall be disposed of in a manner satisfactory to the Engineer. No tree trunks, stumps or other debris shall be felled, sidecast or placed outside the limits of the right-of-way. No debris shall be left within 300 feet of the roadway unless approved in writing by the Engineer. The location of disposal areas shall be approved in writing by the Engineer and shall be acquired by the Contractor at his own expense.

Protection and Restoration – The Contractor shall prevent all damage to pipes, conduits, wires, cables, monuments, or structures above or below ground. No land monuments, property markers, or official datum points shall be damaged or removed until an authorized agent has witnessed or otherwise referenced their location and approved their removal. The Contractor shall so control his operations as to prevent damage to trees and shrubs which are to be preserved. Protection may include fences and boards lashed to trees to prevent damage from blasting or machine operations. The Contractor shall off all branches of trees hanging within 16’ above any part of the roadway or which have been

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broken or injured during construction. All tree repairs and painting of tree wounds shall be as directed by the Town Engineer. Where soil over the roots of trees to be preserved has become compacted it shall be restored by proper cultivation to a condition to permit adequate aeration of the soil. The Contractor will be required to replace at his own expense all plants destroyed or damaged beyond repair as determined by the Engineer. The species and size of the replacements shall be as determined by the Engineer except that their maximum size shall not exceed four (4) inches caliper. Areas disturbed beyond the limits of work as shown on the plans or as determined by the Engineer shall be regarded, fertilized, seeded and mulched, as provided for in the rest of the contract or as ordered by the Engineer. Where such areas extend beyond the limits covered by the contract payment items, the cost of this work shall be included in the price bid for the various items of the contractor.

4. METHOD OF MEASUREMENT – The quantity of clearing and grubbing to be paid for under this item will be the number of acres or percentage thereof as determined by the Engineer of clearing and grubbing measured in its original state and shall not exceed those shown on the plans or as set forth by the Engineer.

5. BASIS OF PAYMENT – The unit price bid per acre for this item shall include the cost of furnishing all labor, materials and equipment necessary to complete the work.

END OF SECTION

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ITEM NO. 2 UNCLASSIFIED EXCAVATION

1. DESCRIPTION - The Contractor shall remove and dispose of earth excavation including soil, hardpan, topsoil, grass, weeds, brush and sod as shown on the plans or as directed by the Engineer. The Town Engineer shall determine if any excavated material remains on site.

2. MATERIALS

The Contractor shall utilize all means and methods available to him to excavate the area as shown on the plans or as directed by the Town Engineer.

3. CONSTRUCTION DETAILS

Location of Work- The Town Engineer will define the limit of areas where unclassified excavation is to be done. They shall be the areas of construction which include the road section, stream channels, ditches, temporary approaches, detours and new drainage areas shown on the plans or as specified or as directed.

Unsuitable and unusable material not approved for use in widening the slopes outside the pavement or for drainage purposes shall be disposed of outside the right-of-way limits. At the Contractor's expense and in conformity with all local laws and ordinances. Existing structures which are to be abandoned and left in place, shall be broken up to a depth of four feet below finished grade and the hole backfilled with suitable material and compacted, as directed by the Engineer. No additional payment will be made for the demolition of the abandoned structures or for backfilling and compacting the hole.

Protection and Restoration – The Contractor shall prevent all damage to pipes, conduits, wires, cables, monuments, or structures above or below ground. No land monuments, property markers, or official datum points shall be damaged or removed until an authorized agent has witnessed or otherwise referenced their location and approved their removal. The Contractor shall so control his operations as to prevent damage to trees and shrubs which are to be preserved. Protection may include fences and boards lashed to trees to prevent damage from blasting or machine operations. The Contractor shall off all branches of trees hanging within 16' above any part of the roadway or which have been broken or injured during construction. All tree repairs and painting of tree wounds shall be as directed by the Town Engineer. Where soil over the roots of trees to be preserved has become compacted it shall be restored by proper cultivation to a condition to permit adequate aeration of the soil. The Contractor will be required to replace at his own expense all plants destroyed or damaged beyond repair as determined by the Engineer. The species and size of the replacements shall be as determined by the Engineer except that their maximum size shall not exceed four (4) inches caliper. Areas disturbed beyond the limits of work as shown on the plans or as determined by the Engineer shall be regarded, fertilized, seeded and mulched, as provided for in the rest of the contract or as ordered by the Engineer. Where such areas extend beyond the limits covered by the contract payment items, the cost of this work shall be included in the price bid for the various items of the contractor.

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- 4. METHOD OF MEASUREMENT** – The quantity of excavation to be paid for under this item will be the number of cubic yards of unclassified material measured in its original position, excavated and disposed of as required by the plans and specifications. The payment limits of the excavation shall not exceed those shown on the plans unless otherwise ordered in writing by the Engineer. For computations of the quantities of excavation, no deduction shall be made in the area of any cross-section for any pipe or similar obstruction unless the end area shall be greater than four square feet.
- 5. BASIS OF PAYMENT** – The unit price bid for cubic yard for this item shall include the cost for furnishing all labor, materials and equipment necessary to complete the work. Material designated as select material and which is excavated or stripped and placed directly on the prepared areas to be seeded, as shown on the plans or as directed by the Engineer, will be paid for only under Unclassified Excavation.

END OF SECTION

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ITEM NO. 2U REMOVAL OF UNSUITABLE MATERIAL

- 1. DESCRIPTION** - The requirements of Item 2 – Unclassified Excavation shall apply except as modified herein. The Contractor shall remove unsuitable material within the roadway prism or areas as designated by the Engineer. Unsuitable materials may include but not limited to mulch, clay, boulders, concrete curb, sidewalk, pavement, old macadam, buried debris (including concrete), existing leaching pools, pumping material, or any strata that a minimum 95% compaction cannot be reached. The Engineer shall designate and specify those materials to be removed when encountered.
- 2. MATERIALS** - The Contractor shall utilize all means and methods available to him to remove unsuitable material as directed by the Town Engineer.
- 3. CONSTRUCTION DETAILS** - Unsuitable and unusable materials not approved for use in widening the slopes outside the pavement or for drainage purposes shall be disposed of outside the right-of-way limits.
- 4. METHOD OF MEASUREMENT** – The quantity of excavation to be paid for under this item will be the number of cubic yards of material removed, measured in its original position below
- 5. BASIS OF PAYMENT** – The unit price bid for cubic yard for this item shall include the cost for furnishing all labor, materials and equipment necessary to complete the work. Material designated as select material and which is excavated or stripped and placed directly on the prepared areas to be seeded, as shown on the plans or as directed by the Engineer, will be paid for only under Unclassified Excavation.

END OF SECTION

TOWN OF RIVERHEAD
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ITEM NO. 3S EMBANKMENT

1. DESCRIPTION

This work shall consist of placement and compaction of all materials that are provided under this section and shall be executed in conformance with payment lines, grades, thicknesses and typical sections specified in the contract documents. Common Fill and Select Granular Fill shall be used as instructed by the Town Engineer or as shown on the Contract Drawings.

- 1.1 Unclassified Excavation – Unclassified excavation is covered under Item 2 and shall consist of the excavation and disposal of materials encountered in the course of construction as described in Item 2.
- 1.2 Embankment - The embankment is the portion of a fill section situated between the embankment foundations and the subgrade surface, excluding any material placed under any other section of these specifications.
- 1.3 Embankment Foundation – The embankment foundation is the surface upon which an embankment is constructed.
- 1.4 Subgrade Surface – The subgrade surface is the surface of the grass area, driveway or parking lot section upon which borrow, subbase or base materials, respectively are placed.
- 1.5 Subgrade Area – The subgrade area is that portion of an embankment situated above either of the following, but excluding any material placed under another section of the specifications:
 - 1.5.1 A line located two feet below the subgrade surface and extended to the intersection with the embankment side slopes, or
 - 1.5.2 The embankment foundation, whichever is higher.The material and compaction requirements for the subgrade area in embankments are found in paragraph 3.10.
- 1.6 Embankment Side Slope Area – The embankment side slope areas are those cross-sectional areas of an embankment situated outside of lines projected downward and outward on a one on one slope from the edges of the subgrade surface to their intersection with the embankment foundation, but excluding any portion lying within a subgrade area.
- 1.7 Suitable Material – A material whose composition is satisfactory for use in embankment construction is a suitable material. The moisture content of the material has no bearing upon such designation. In general, any mineral (inorganic) soil, blasted or broken rock and similar materials of natural origin, including mixtures thereof, are considered suitable materials. Determinations of whether a specific natural material is a suitable material shall be made by the Engineer on the above basis.
- 1.8 Unsuitable Materials – Any material containing vegetable or organic matter, such as muck, peat, organic silt, topsoil or sod, that is not satisfactory for use in embankment construction under Section 2.1 is designated under 2.1 as an unsuitable material. Man made deposits of industrial waste, toxic or contaminated materials, sludge, landfill or other material are also unsuitable materials.

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- 1.9 Borrow Material – Borrow material required for earthwork construction in excess of the quantity of suitable material available from the required grading, cuts and excavations. Borrow may be necessary even though not shown on the plans.
- 1.10 Proof Rolling – Proof rolling consists of applying test loads over the subgrade surface by means of a heavy pneumatic-tired roller of specified design, to locate and permit timely correction of deficiencies likely to adversely affect performance of the pavement structure.
- 1.11 Graded Surfaces – The Contractor shall form and trim all graded surfaces to the lines and grades shown on the plans or as directed by the Town Engineer.
- 1.12 Select Granular Fill – This work shall consist of excavating for, furnishing, and installing granular fill below foundations or as slope protection in accordance with these specifications, conforming to the lines and grades shown on the plans, or where directed by the Town Engineer.
- 1.13 Applying Water – Under this work, the Contractor shall furnish and apply water for dust control, for compaction purposes and for such other purposes (not provided in other sections) as called for on the plans, or as directed by the Engineer. Water shall not be applied in inclement weather or when the temperature is below 0 degrees C. No separate payment will be made for application of water.

2. MATERIALS

- 2.1 Subgrade Area Material – Subgrade area material shall consist of any suitable material having no particles greater than six inches in maximum dimension.
- 2.2 Borrow - Material furnished for this item shall be suitable material having no particles greater than 3 inch in maximum dimension. Of the portion passing the 4 inch square sieve, the material shall have the following gradation:

Sieve Size	Percent Passing By Weight	Sieve Size	Percent Passing By Weight
40	0 to 70	No. 200	0 to 15

- 2.2.1 Soundness – The material shall be sound and durable. A material with a Magnesium Sulfate Soundness Loss exceeding 35 percent will be rejected.
- 2.2.2 Composition – RAP, RCA, shall not be accepted.
- 2.3 Select Granular Fill and Select Structural Fill – Materials furnished under this item shall be suitable and conform to the following requirements:
 - 2.3.1 Gradation – except when used as backfill material for aluminum pipe with spiral ribs or plastic pipe, the material shall have the following gradation:

<u>Sieve Size</u>	<u>Percent Passing by Weight</u>
3 in.	100
No. 40	0 to 70
No. 200	0 to 15
 - 2.3.2 When used as backfill for Corrugated Aluminum Pipe with spiral ribs, 100% of the material shall also pass the 1.5” Sieve. When used as backfill for plastic pipe, 100% of the material shall pass the ¾” sieve.
 - 2.3.3 Soundness – The materials shall be substantially free of shale and soft, poor durability particles. A material with Magnesium Sulfate Soundness Loss exceeding 30% will be rejected.

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- 2.3.4 Composition – RAP shall not be used. When used as backfill for aluminum pipe, the material shall be free of Portland cement or Portland cement concrete.
- 2.3.5 pH – Where the Town elects to test for this requirement, a material with pH of less than 5 or more than 10 shall be rejected.
- 2.4 Select Granular Fill Slope Protection – Material furnished for use under this item shall consist of rock, stone, slag, cobbles, or gravel, substantially free of shale or other soft, poor durability particles.
- 2.4.1 Gradation – Broken or blasted un-weathered rock used for this item shall be well graded, having no particles greater than two feet in maximum dimension, and substantially free from particles greater than one foot in maximum dimension, containing litter or no material passing the No. 10 sieve. All materials, other than broken or blasted un-weathered rock, shall meet the following gradation requirements.
- | <u>Material Size</u> | <u>Percent Passing By Weight</u> |
|--------------------------|----------------------------------|
| 2 Foot maximum dimension | 100 |
| 6" maximum dimension | 90 to 100 |
| 1.5" | 0 to 30 |
| No. 4 sieve | 0 to 10 |
- 2.4.2 Soundness – Where the Town elects to test for this requirement, a material with a Magnesium Sulfate Soundness Loss exceeding 35% will be rejected.
- 2.4.3 Composition – RAP shall not be used.
- 2.5 Water - Water used for dust control or compaction purposes may be obtained from any source. When used for watering seeded or sodded areas, or surfaces to be seeded or sodded, water and water source shall be as approved by the Town Engineer. Water is incidental to applicable excavation items.

3. CONSTRUCTION DETAILS

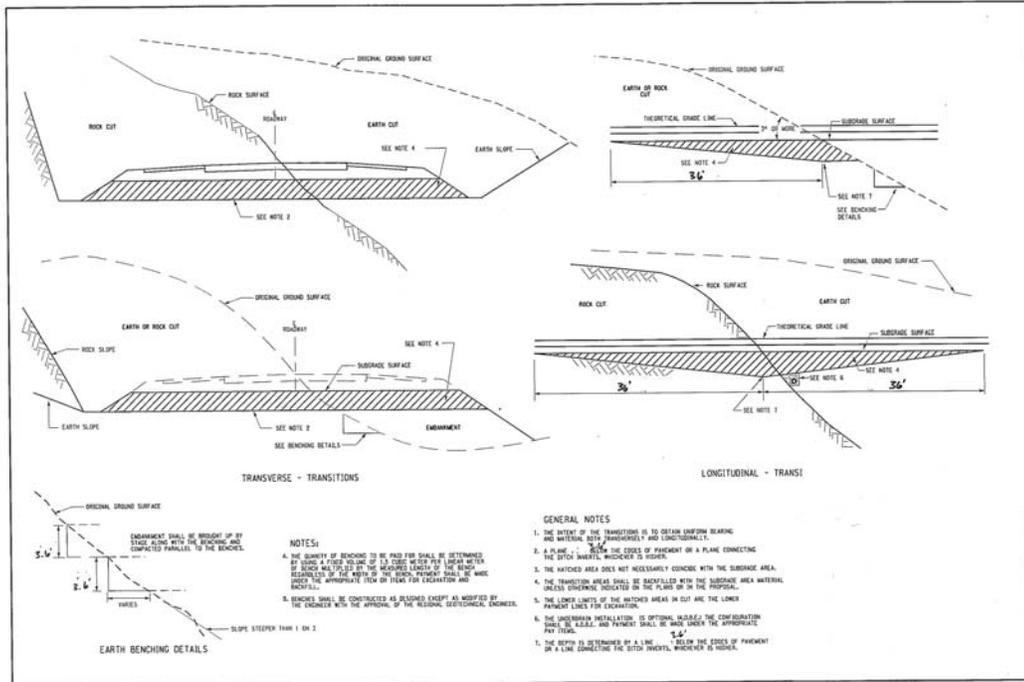
- 3.1 General – The Contractor shall remove all soil, rock, and other material, and utilize or dispose of these materials as required by the plans and specifications. All embankment work shall be executed to payment lines shown on the plans, or as directed by the Town Engineer. All graded earth surfaces shall be smoothed and trimmed in reasonably close conformity of true grade. After trimming, the area shall be left in the compacted and satisfactory condition, free of large stones or other objectionable materials, as determined by the Engineer. Earthwork construction operations requiring compaction shall not be performed from November thru April 1 except with written permission of, and under such special conditions and restrictions as may be imposed by, the Town Engineer. Under no conditions will the contractor be permitted to place material that is frozen, or place fill material on frozen ground.
- 3.2 Scheduling of Work to Minimize Soil Erosion and Water Pollution – The Contractor shall ensure effective and continuous soil erosion and sedimentation control, in accordance with Item 118, throughout the construction period.
- 3.3 Drainage and Grading – The Contractor shall provide and maintain slopes, crowns, and ditches on all excavation and embankments to ensure satisfactory

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surface drainage at all times. Ditches and other drainage facilities necessary to remove ponded water shall be constructed as soon as practical to have the work area dry during the progression of work. All existing culverts and drainage systems shall be maintained in satisfactory operating condition throughout the course of the work. If it is necessary to interrupt existing surface drainage, sewers or under-drainage, then temporary drainage facilities shall be provided until the permanent drainage work is complete. Top of slope interceptor ditches, where shown on the plans, shall be completed before adjacent excavation operations are begun. The construction of these temporary drainage facilities shall be considered as incidental to the construction of the project and no additional payment will be allowed. Any portion of an embankment or subgrade which has, in the opinion of the Town Engineer, been damaged by the Contractor's equipment during the course of construction, shall be repaired and recompacted by the Contractor to the satisfaction of the Engineer, and no extra payment will be made therefore. Where seepage causes instability of slopes, excavation and backfill or other corrective measures shall be performed as ordered by the Town Engineer.

- 3.4 Suitable Materials – Moisture content has no bearing on the suitability of material to be used for embankment construction, however, the moisture content of a material may be such that its use will require manipulation. It is the Contractor's responsibility to determine the economics of using, or disposing and replacing, of such materials. Material determined by the Contractor to be uneconomical for use may be disposed of under paragraph 3.6 and replaced with other material at no additional cost to the Town.
- 3.5 Embankment Foundation - Upon completion of all clearing and grubbing work, the embankment foundation shall be prepared. Sod and topsoil shall be removed as instructed by the Engineer. Prior to embankment construction and subbase course placement, the surface on which the embankment and /or subbase is to be placed shall be thoroughly compacted to the satisfaction of the Engineer. Unsuitable materials other than sod and topsoil shall be removed to the depths shown in the plans or as directed by the Engineer. Where embankments are to be constructed over ground that will not adequately support embankment construction equipment, an initial layer of fill may be allowed to form a working platform. The need, manner of construction, and thickness of such a layer shall be subject to approval of the Engineer, and the layer will be permitted only in the area of inadequate support, as determined by the Town Engineer, not due to deficient ditching, grading or drainage practices or where the embankment could be constructed in the approved manner by the use of different equipment or procedures. Thicknesses of up to three feet may be permitted for such a layer. In locations where embankments are to be constructed on hillsides or against existing embankments with slopes steeper than 1 vertical on 3 horizontal, the slopes shall be benched unless otherwise approved by the Engineer. Required benches shall be constructed as shown below.

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- 3.6 Embankments – The embankment shall be constructed of suitable material as defined by paragraph 1.7, Suitable Material. Embankment material shall not be placed on frozen earth, nor shall frozen soils be placed in any embankments. Embankment material shall be placed and spread in lifts (layers) of uniform thickness, then uniformly compacted as specified under paragraph 3.10, Compaction. During embankment construction operations, earth moving equipment shall be routed so as to prevent damage to any compacted lift. Damage to any compacted lift at any time during the course of construction, such as rutting under the loads imposed by earth moving equipment, shall be fully repaired by the Contractor at his/her own expense prior to placement of any overlying materials. At the close of each day’s work, the working surface shall be crowned, shaped and rolled with smooth steel wheel or pneumatic tired rollers, for positive drainage. Particles with a dimension in excess of two-thirds of the loose lift thickness are designated as oversized particles. Oversized particles shall be removed prior to compaction of the lift and may be placed in the Embankment Side Slope Area.
- 3.7 Subgrade Area – Where a subgrade area is defined in an embankment by paragraph 1.5, Subgrade Area, the material placed shall conform to paragraph 2.1 Subgrade Area Material, and placed and compacted in conformance with paragraphs 3.8 and 3.10. Prior to subbase course placement, the surface on which the subbase is to be placed shall be thoroughly compacted to the satisfaction of the Engineer.

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3.8 Compaction

3.8.1 General Requirements – It shall be the Contractor’s responsibility to properly place and compact all materials in the proposed work and other locations specified in the contract documents, and to correct any deficiencies resulting from insufficient or improper compaction of such materials throughout the contract period. The Contractor shall determine the type, size and weight of compactor best suited to the work at hand, select and control the lift (layer) thickness, exert control over the moisture content of the material, and other details necessary to obtain satisfactory results. During the progression of the work, the Town will inspect the Contractor’s operations and will permit the work to continue where:

- A. Lift thickness is controlled and does not exceed the maximum allowed according to the equipment classifications in subparagraph 3.10.2 of this subsection, and the equipment meets all specified class criteria. Thinner lifts and lighter equipment than the maximum allowed may be necessary for satisfactory results on some materials.
- B. The compactive effort (number of passes and travel speed) is uniformly applied and not less than that specified for the given equipment class and lift thickness. Higher efforts than the minimum allowed may be necessary for satisfactory results on some materials.
- C. The Engineer concludes from a visual observation that adequate compaction has been attained, with the exception of backfill at structures, culverts, pipes, conduits, and direct burial cables. However, the Town reserves the right to perform density tests at any time. When tests are performed, the results shall indicate that not less than 90 percent of Standard Proctor Maximum Density is attained in any portion of an embankment, or 95 percent in subgrade area, or as specified for other items with percent maximum density requirements.
- D. Significant rutting under the action of the compactor is not observed on the final passes on a lift.

Whenever the Contractor’s operations do not conform to the above criteria or requirements contained in other subparagraphs of this subsection, the Engineer will prohibit placement of an overlying lift until the Contractor takes effective corrective action.

When the Engineer determines that density tests are necessary, the Contractor shall provide any assistance requested to facilitate such tests. Such assistance shall include but will not be limited to excavation and backfill of test pits and holes. This work shall be considered incidental construction.

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Damage to any compacted lift at any time during the course of construction such as rutting under the loads imposed by earth moving equipment, shall be fully repaired by the Contractor at his/her own expense prior to placement of any overlying materials.

3.8.2 Compaction Equipment –

The selection of compaction equipment is the Contractor’s responsibility, but shall be subject to meeting the requirements of this subparagraph and approval by the Town Engineer with respect to its provisions. All compaction equipment shall be marked by a permanently attached manufacturer’s identification plate designating the name of the manufacturer, model number and serial number of the machine as minimum identification. This plate shall be installed in a readily visible location. Compaction equipment lacking such an original manufacturer’s identification plate, or with altered or illegible plates will not be recognized as acceptable compaction equipment. Any equipment not principally manufactured for compaction purposes and equipment which is not in proper working order in all respects shall not be approved or used. The Engineer will also withhold approval of any compactor for which the Contractor cannot furnish manufacturer’s specifications covering data not obvious from a visual inspection of the equipment and necessary to determine its classification. The term “pass” for any type of compactor, shall denote one direct vertical application of compactor effort over all elemental areas of a lift surface. Terms in common parlance, such as “coverage”, “trips,” etc. have no significance, equivalence, or application under these specifications.

Figure 3-1

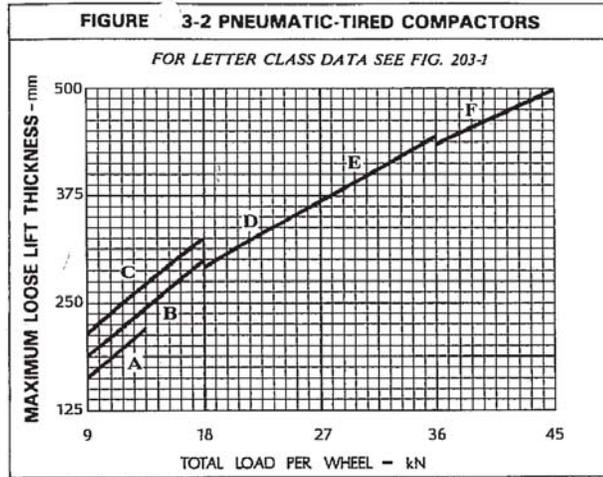
Pneumatic-Tired Compactor Classifications

Pneumatic Compactor Class	Tire Requirements			Range of Ballasted Wheel Loads (Kilonewtons Per Wheel)
	Tire Size	No. Plys	Infl. Pressure. (kPa)	
A	7.50 X 15	4	240	9 – 14
B	7.50 X 15	6	415*	9 – 18
		10	620*	
C	7.50 X 15	14	900*	9 – 18
D	9.00 X 20	10	520*	18 – 27
		12	620*	
E	11.00 X 20	12	620*	27 – 36
		18		
F	13.00 X 24	18	690*	36 - 45

*Infiltration pressure for not less than the last two passes on each lift. May be reduced during earlier passes and gradually increased to this level.

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3.10.3 Pneumatic-Tired Compactors – This type of compactor shall be classified for use according to the requirements of Figure 3-1. For the lift thickness selected by the Contractor, the minimum class and wheel load which will be allowed on that lift thickness, shall be as shown in Figure 3-2.



The minimum effort for all pneumatic compactors shall be 6 passes, at speeds up to 3.6 m/s on no more than the first 2 passes, and all subsequent passes at speeds of 1.8 m/s or less.

3.10.4 Smooth Drum Vibratory Compactors – This type of compactor is defined as a machine which primarily develops its compactive effort from the vibrations created and is classified for use according to the developed compactive force rating (CFR) per linear meter of drum width. The CFR is defined as follows:

$$\text{CFR} = \frac{\text{Unsprung Drum Weight (kN)} + \text{Dynamic Force (kN)}}{\text{Drum Width (m)}}$$

The unsprung drum weight is the static weight of the drum and appurtenances without any reaction transmitted to the drum from the main chassis of the compactor. The dynamic force produced is dependent on the frequency of vibration, and therefore, CFR ratings shall be determined for the actual operating frequency of the compactor. Approval for vibratory compactors shall be confined, however, to equipment operating at not less than 18 Hz, nor more than 25 Hz, and those where the actual dynamic force at the actual operating frequency is at least 2.5 times the unsprung drum weight. Conversion of manufacturer's published ratings, at a given frequency, shall be made with the following equation:

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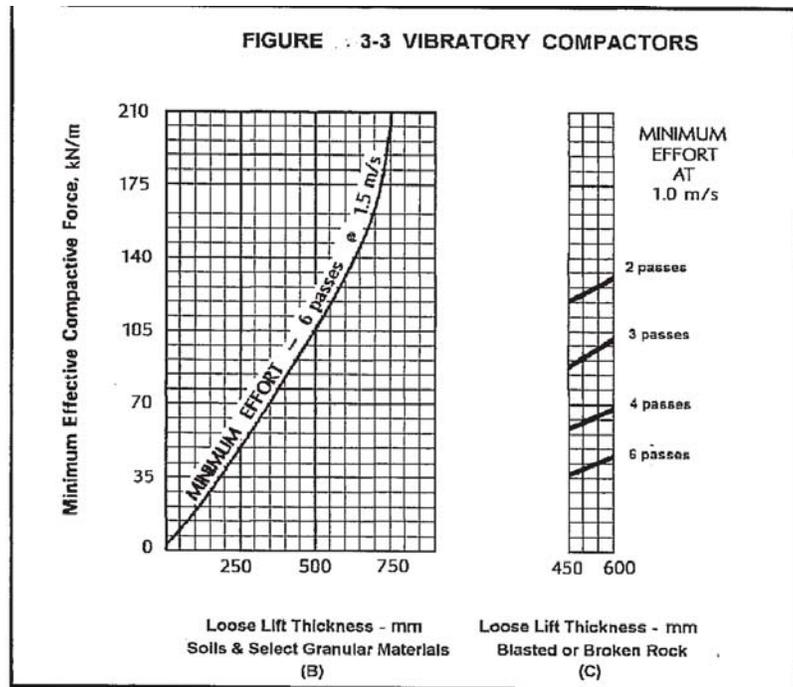
$$F2 = \frac{F1(V2)^2}{(V1)^2}$$

Where: F1=Dynamic Force at Rated Freq.
 F2=Dynamic Force at Operating Freq.
 V1=Rated Frequency

For the lift thickness selected by the Contractor, the minimum CFR rating and minimum effort on such a lift shall be as shown in Figure 3-3 B&C, respectively. Non-Centrifugal (vertical force only) types of vibratory compactors shall be approved as above, less 30 kN/m before using Figures 3-3 B&C as a minimum number of passes at a single specified speed. An equivalent effort, relating varying numbers of passes to other speeds is given by the equation:

$$\text{Speed } x = \frac{(\text{Specified Speed}) (\text{Min. Passes at Speed } x)}{(\text{Specified Min. Passes})}$$

The Contractor may choose to alter the specified minimum pass requirement, provided that speed is adjusted to the value given by this equation and does not exceed 1.8 m/s.



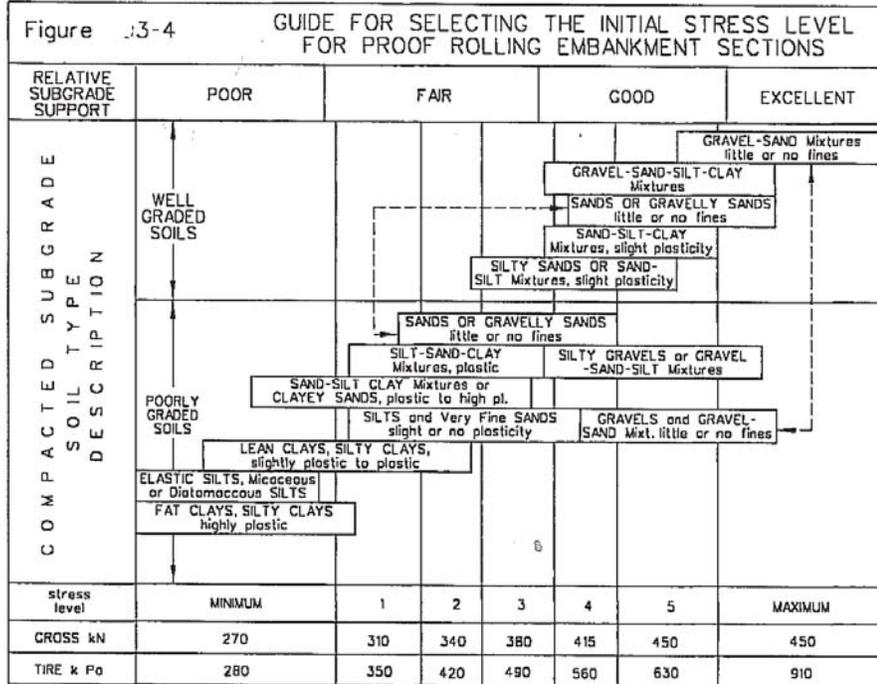
Where vibratory compactors are used on a project, the Contractor shall furnish for the exclusive use of the Engineer, one vibrating reed tachometer per project, plus one additional tachometer for each group of two vibratory compactors in excess of two per project. Tachometers shall have a frequency range adequate to cover operating frequencies of all vibratory compactors used on the project and shall have scale divisions of 1 Hz or less. Tachometers may be placed on the ground surface near the

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compactor when making readings, or with suitable damping materials interposed, placed directly on the compactor drum frame. The dispensations permitted under this specification for vibratory compactors are contingent upon proper operation of the equipment at all times during compaction operations. In any instance where the Engineer encounters any problems with operators rolling without vibration, for any reason, and immediate and effective corrective action is not taken by the Contractor; the Engineer will halt the work until the problem is resolved. If continuing problems of this nature occur, the Engineer may suspend all provisions of this subparagraph and consider the vibratory compactors as smooth steel wheel rollers classified according to their gross weight.

- 3.10.5 Compaction Equipment for Confined Areas – In areas inaccessible to conventional compactors, or where maneuvering space is limited, impactor rammers, plate or small drum vibrators, or pneumatic buttonhead compaction equipment may be used with layer thickness not exceeding 150 mm (6 in.) before compaction. However, materials placed for subbase course construction shall have a maximum compacted thickness of 150 mm (6 in.). Hand tampers shall not be permitted. The Engineer may approve or reject any of the above described mechanical devices based upon the results of appropriate on-site field tests.
- 3.11 Moisture Control – All fill or backfill material to be compacted, shall be at a moisture content for adequate compaction of that material using the compactor selected by the Contractor to perform the work. The Contractor shall be responsible for determining the appropriate moisture content, and for controlling it within the proper limits as the work is progressed. When water must be added to a material, it may be added on the lift or in the excavation or borrow pit. Water added on the lift, however, shall be applied by use of an approved pressure distributor. Distributors must be approved and documented by the Engineer. Documentation by the Engineer shall be adequate evidence of approval. Water added shall be thoroughly incorporated in the soil, and manipulation shall be provided whenever necessary to attain uniformity of moisture distribution in the soil. When the moisture content of a lift about to be compacted exceeds the required amount, compaction shall be deferred until the layer has dried back to the required amount. Natural drying may be accelerated by blending in a dry material or manipulation alone, to increase the rate of evaporation. Increased loose lift thickness caused by blending in a dry material, however, may necessitate a change in compaction equipment to meet the minimum provisions of subparagraph 3.10.2 this subsection.

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3.12 Proof Rolling in Embankment Sections – Immediately prior to final trimming of the subgrade surface and placement of subbase materials in embankment sections, all areas of the subgrade surface within the roadway limits shall be proof rolled according to the requirements of this subsection. This work, and any delays due to this work, shall be considered incidental to the embankment item.

3.12.1 Equipment – The proof roller shall consist of a chariot type rigid steel frame with a box body for ballast loading up to forty-five Mtons (50.4 Tons), and mounted on four (4) pneumatic tired wheels acting in a single line across the width of the roller on its transverse load center line. The wheels shall be equipped with 18.00 x 24 or 18.00 x 25, 24 ply tires, and shall be suspended on articulated axles such that all wheels carry approximately equal loads when operating over uneven surfaces.

3.12.2 Determination of Roller Stress – Initially, the gross ballasted weight and tire inflation pressure of the proof roller shall be adjusted to the highest stress level shown in Figure 3-4 based on:

1. The Engineer’s general description of the subgrade soils.
2. The Engineer’s estimation of the relative subgrade support within the subgrade soil description range. The initial roller stress for embankments constructed of rock shall be the maximum level listed in Figure 3-4 (Gross Metric Tons 45 (50.4 Tons), Tire kPa 910).

The roller shall be operated briefly to establish the acceptability of the initial stress level. Proof rolling of the embankment shall be performed at the next lower stress level whenever operation of the roller at a higher stress level is

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accompanied by consistent lateral displacement of soil out of the wheel paths.

- 3.12.3 Procedure – After an acceptable stress level is established, two complete passes of the roller shall be applied over all elements of the area to be proof rolled. Any deficiencies disclosed during the proof rolling operation shall be corrected. Subsidence depressions shall be filled with material similar to the subgrade soil and then compacted in a normal manner. After compaction, these areas shall be proof rolled again. Corrective work shall be judged complete and accepted by the Engineer when all elements of the subgrade surface over a given embankment show a satisfactory uniform response to the proof roller.
- 3.12.4 Exceptions – Proof rolling of the subgrade surface in embankment sections will not be required in any area where:
1. Due to restrictions in available access and/or maneuvering space, use of the proof roller may damage adjacent work;
 2. The proof roller will approach a culvert, pipe or other conduit closer than 5.0 ft in any direction.
- 3.13 Proof Rolling in Cut Sections – Immediately prior to final trimming of the subgrade surface and placement of subbase materials in cut sections, all areas of the subgrade surface within roadway limits shall be proof rolled according to the requirements of this subsection. This work, and any delays due to this work, shall be considered incidental to the Item 2.
- 3.13.1 Purpose – In cut sections, the purpose of proof rolling is to determine the location and extent of areas below the subgrade surface that require corrective undercutting and are not so specified in the contract plans.
- 3.13.2 Equipment – The proof roller used in embankment sections, as specified above, shall be employed for proof rolling in cut sections except that the roller shall be loaded to achieve a single stress level in operation, using a gross ballasted weight of thirty tons (30 tons) and all tires inflated to 40 psi.
- 3.13.3 Procedure – Two complete passes shall be applied over all elements of the area to be proof rolled. Where any portion of the cut subgrade surface other than that which has been damaged by the Contractor's operations fails to provide a satisfactory support for the proof rolling operation, the Engineer may order corrective undercut and backfill work performed. Backfill of undercuts shown on the plans or ordered by the Engineer shall meet the requirements of Select Granular Subgrade, placed and compacted as approved by the Engineer. Where natural soil below this course will not support the weight of the construction equipment, and when ordered by the Engineer, the course shall be placed in one lift. No additional proof rolling shall follow corrective work.
- 3.13.4 Exceptions – Proof rolling of the subgrade surface in cut sections will not be required in any area where the subgrade surface is in a rock cut, or where undercut and backfill have been previously performed. The Engineer may order undercutting and backfill without proof rolling of any cut where the need for corrective work, as determined by the

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Engineer, is obvious without actual proof rolling. The Engineer may also waive proof rolling in any cut section, where based upon a written evaluation by a Geotechnical Engineer Professional Engineer licensed to practice in the State of New York, proof rolling would be detrimental to the work.

- 3.14 Fill and Backfill at Structures, Culverts, Pipes, Conduits and Direct Burial Cables – The type of material to be used in bedding, filling and backfill at structures, culverts, pipes, conduit and direct burial cable and payment lines therefore shall be in conformance with the details or as noted on the plans or as ordered by the Engineer. Do not use RAP. Do not use slabs or pieces of either concrete or asphalt.

Fill or backfill material at structures, culverts and pipes shall be deposited in horizontal layers not exceeding 6 inches in thickness prior to compaction. Compaction of each layer shall be as specified under Compaction of this specification. A minimum of 95% of Standard Proctor Maximum Density will be required. When placing fill or backfill around culverts and pipes, layers shall be deposited to progressively bury the pipe or culvert to equal depths on both sides. When filling behind abutments and similar structures, all material shall be placed and compacted in front of the walls prior to placing fill behind the walls to a higher elevation. The limits to which this subsection will apply shall be in accordance with the plans.

Fill or backfill for conduit or cable placed in a trench shall be carefully placed in a horizontal layer to a depth of 6" over the top of the conduit or cable. This layer of material shall not be compacted, however, the remaining portion of the trench shall be backfilled in accordance with the preceding paragraph. Where cables or conduits are placed and backfilled by a machine in one operation, the above requirements for backfilling do not apply.

Where sheeting has been used for the excavation, and incremental removal of sheeting is not specified in the plans or proposal, sheeting shall be pulled when the trench has been backfilled to the maximum unsupported trench depth allowed by 29 CFR 1926.

- 3.15 Borrow – The management of a borrow source and the acceptability of all borrow material shall be subject to the approval of the Engineer at all times. The Contractor shall notify the Engineer at least ten (10) work days in advance of opening any borrow area, and request approval of the source under the pay item involved. Test pits required by the Engineer to evaluate the acceptability and limits of the source, shall be provided by the Contractor at the Contractor's own expense. Concurrent removal of material for more than one pay item from a single source or pit shall be prohibited except with the written permission of, and under such conditions and restrictions as may be imposed by, the Engineer. All borrow pits shall be stripped of sod, topsoil and vegetable matter well in advance of any working face. Where a borrow source is not under direct control of the Contractor or where special conditions exist,

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the Engineer may waive any of the above requirements and establish alternative provisions for the control and acceptability of borrow.

Ordinary borrow will be accepted for use where the material qualifies under the definition of Suitable Material. The borrow of select granular material enumerated shall be accepted subject to meeting the additional provisions contained, therein. All borrow, whether ordinary borrow or select borrow placed within the limits of Embankments or the Subgrade Area shall be placed in conformance with section 3.8 or 3.9 respectively, as appropriate, or where used for fill or backfill at structures, culverts and pipes, in conformance with Section 3.14.

- 3.16 Select Granular Fill, Slope Protection – The Contractor shall perform the excavation in accordance with the requirements for Item 2 as described elsewhere in these specifications. The Contractor shall then spread material conforming to the requirements given in section 2.4, in one layer to its full thickness by a method approved by the Engineer. The work shall be performed where shown on the plans or where directed by the Engineer in accordance with the details shown on the plans. Compaction of the slope protection is not required. Slope Protection shall be either of two types, as described below:
 - 3.16.1 Select Granular Fill, Slope Protection – Type A. Under this type, the Contractor shall furnish and install the slope protection where shown on the plans in accordance with the details.
 - 3.16.2 Select Granular Fill, Slope Protection – Type B. Under this type, the Contractor shall furnish and install the slope protection where directed by the Engineer in accordance with the details shown on the standard detail sheet.
- 3.17 Embankment Construction Control Devices
 - 3.17.1 Settlement Gages and Settlement Rods. Settlement gages and rods shall be constructed, installed, and maintained where shown on the plans and in accordance with the details contained in the current publication issued by the New York State Department of Transportation (NYSDOT) covering construction, installation, maintenance, and abandonment of these devices.

Where settlement gages are called for, it will be the Contractor's option to install pipe gages or manometer gages, unless a definite type is specified on the plans or in the proposal. Settlement gages and settlement rods will be accepted for conformance with the specification requirements on the basis of an inspection of the installation by the Town Engineer.
 - 3.17.2 Piezometers. Piezometers shall be constructed, installed, and maintained at the locations shown on the plans and in accordance with the detailed drawings and specifications included in the proposal.
- 3.18 Cleaning Culverts and Closed Drainage Systems. Culverts, closed drainage systems, drainage structures and manholes shall be thoroughly cleaned and

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maintained clean as determined by the Engineer for the duration of the contract. Materials removed shall be disposed of in accordance with Item 2.

- 3.19 Subgrade Surface Tolerance. After compaction, the subgrade surface shall not be above design elevation at any location.
- 3.20 Clean, Grade and Shape Existing Roadside Section. The Contractor shall remove earth, turf, brush and debris, or provide necessary fill material to restore adequate roadside drainage. Ditches shall be shaped as shown on the plans. Material removed shall be disposed of in conformance with the provisions of Item 2.

Under General Provisions, the Contractor shall protect all fences, markers, culverts, underground structures, utilities and other appurtenances adjacent to the work area. Any damaged facilities and/or disturbed areas shall be replaced in kind at no additional cost to the Town.

4. METHOD OF MEASUREMENT – The quantity of embankment to be paid for under this item will be the number of cubic yards, or square yards as specified, of material measured in its final compacted position, satisfactorily placed and compacted as required by the plans and specifications within the payment limits shown on the plans unless otherwise ordered in writing by the Engineer. Applying water shall be considered incidental and included in the costs of other applicable pay items.

5. BASIS OF PAYMENT - The unit price bid per cubic yard or per square yard for this item shall include the cost of furnishing all labor, materials and equipment necessary to complete the work, including furnishing water equipment and applying water for compaction. No direct payment will be made for any losses of material which may result from shrinkage, compaction, foundation settlement, waste, overflow, erosion, leakage or any other cause; the cost of such losses shall be included in the unit price bid for this item.

Payment will be made under:

Item No.	Item	Pay Unit
3S-B	Borrow	Cubic Yard
3S-SGF	Select Granular Fill	Cubic Yard
3S-GS	Grading Subgrade	Square Yard

END OF SECTION

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ITEM NO. 4-P RECYCLED CONCRETE AGGREGATE

1. DESCRIPTION - The work consists of furnishing, placing and compacting a recycled concrete subbase course in conformity with the lines, grades, thickness and typical sections shown on the plans, or as determined by field conditions and ordered in writing by the Engineer.

Unless otherwise stated in the plans or in the proposal, select any of the four (4) options as follows:

- Option A. Subbase construction consisting of two (2) separate layers of Type 4 and Type 3 Subbase Course.
- Option B. Subbase construction consisting of a single layer of Type 1 Subbase Course
- Option C. Subbase construction consisting of a single layer of Type 2 Subbase Course.
- Option D. Subbase construction consisting of a single layer of Type 4 Subbase Course.

2. DEFINITIONS

Deleterious: Any material that does not consist of concrete, asphalt, glass, brick, stone, sand, gravel or blast furnace slag, when these materials are used in subbase in conformance with the specification requirements, OR any material which, in the opinion of the Town Engineer, may adversely affect the performance of the product either during handling, during construction, or in its final application.

3. MATERIALS - RCA shall be supplied from either a NYSDOT approved stockpile, or the Contractor shall provide documentation showing that the material obtained is from a NYSDEC registered or permitted construction and demolition (C&D) debris processing facility as specified in NYSDOT SS Section 360-16.1 of 6NYCRR Part 360, "Solid Waste Management Facilities".

If Blast Furnace Slag is to be used, provide documentation showing that it has undergone a NYSDEC beneficial use determination (BUD) prior to its use as specified in 6NYCRR Part 360-1.15, "Solid Waste Management Facilities".

For Types 1, 3, and 4 furnish materials consisting of approved Blast Furnace Slag, Stone, Sand and Gravel, or blends of these materials with not more than 5 percent by weight of glass. Alternately, the following materials are also acceptable under these types as a replacement for the materials mentioned above:

Alternate A. At least 95 percent, by weight, of RCA, and free from organic and other deleterious material. This material may contain up to 5% by weight asphalt and /or brick.

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Alternate B. A mixture of RCA conforming to Alternate A above mixed with stone, sand, gravel or blast furnace slag. This material may contain up to 5% by weight asphalt and/or brick.

Alternate C. Bituminous material that is reclaimed from bituminous pavement and /or shoulders (Reclaimed Asphalt Pavement, or RAP) on a project constructed by the Town of Riverhead and is well-graded from coarse to fine and free from organic or other deleterious material, including tar. This material is at least 95%, by weight, reclaimed bituminous material and has a maximum top size, at time of placement, of 2 inches. The gradation requirements for the different Types listed below do not apply when the material consist of RAP. No soundness or Plasticity Index testing will be required for this Alternate.

For Type 2, furnish materials consisting of approved Blast Furnace Slag or of Stone which is the product of crushing or blasting ledge rock, or a blend of Blast Furnace Slag and of Stone. If in the opinion of the Town Engineer, this material becomes unstable during construction, it may be necessary to add a mixture of natural suitable material to the RAP. Acceptance of the final product shall be based on an evaluation by the Town Engineer.

Provide written documentation that the reclaimed bituminous material originated on either a Town of Riverhead Municipal Project or on a Department of Transportation project.

Table 4-P – Percent Passing by Weight				
Sieve Size Designation	Type			
	1	2	3	4
4 in.	-	-	100	-
3 in.	100	-	-	-
2 in.	90 - 100	100	-	100
¼ in.	30 - 65	25 -60	30 – 75	30 – 65
#40	5 - 40	5 - 40	5 - 40	5 – 40
#200	0 - 10	0 - 10	0 - 10	0 - 10

Soundness – Materials for Types 1, 2 and 4 will be accepted on the basis of Magnesium Sulfate Soundness Loss after four (4) cycles of 20 percent or less, unless material meeting the requirements of Alternate C is used. Material for Type 3 will be accepted on the basis of a Magnesium Sulfate Soundless Loss after four (4) cycles of 30 percent or less. All testing costs shall be incurred by the Contractor.

Plasticity Index – The required Plasticity Index of the material passing the #40 mesh sieve is 5.0 or less.

Elongated Particles – A flat or elongated particle is defined herein as one which has its greatest dimension more than three times its least dimension. Provide material consisting of particles where not more than 30 percent, by weight, of the particles retained on a ½

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inch sieve are flat or elongated. When the State elects to test for this requirement, material with a percentage greater than 30 will be rejected. Acceptance for this requirement will normally be based on a visual inspection by the Engineer.

Stockpiling – Stockpile all material except as noted herein.

Material furnished under Type 3 will not be required to be stockpiled unless it contains RCA or glass.

Stockpiling of the reclaimed bituminous material for Alternate C is not required.

Stockpile construction requirements, sampling, testing and acceptance/rejection procedures are stipulated in the appropriate Departmental publication.

4. CONSTRUCTION DETAILS

General - Notify the Engineer in writing of which placement option, material option (if applicable) and/or material type is proposed for use, at least 14 calendar days prior to performing the work. If it is proposed that more than one option or type is to be used, submit a plan to the Engineer describing where each option or type is proposed for use. This plan must be approved by the Engineer prior to incorporating it into the project. The Town reserves the right to disapprove the use of more than one option on a project. Use uniform subbase types and materials between the roadbed limits.

Placement –

- A. Place the upper course material on the grade in a manner to minimize segregation, using equipment and procedures approved by the Engineer. Do not perform uncontrolled spreading from piles dumped on the grade.
- B. The maximum compacted layer thickness is 8 inches, or as shown on the plans. In confined areas as defined by the Engineer the maximum compacted layer thickness is 6 inches. The minimum loose lift thickness is 1.5 times the maximum particle size.
- C. Place Type 1 with a minimum compacted layer thickness of 6 inches.
- D. Do not place Type 3 material within 4 inches of the bottom of a pavement course.
- E. Do not place materials blended with glass in contact with synthetic liners, geogrids, geotextiles or other geosynthetics. Ensure that glass incorporated into subbase is thoroughly mixed so that glass constitutes no more than 30 percent by weight anywhere in the subbase.
- F. When placing material under Option A, place and compact each material in a separate lift.

Compaction – When the moisture content is within the limits for proper compaction, compact the material in accordance with the requirements of Item 3S section 3.10. If a subbase course is disturbed by frost action prior to paving, re-compact the subbase where directed by the Engineer.

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Tolerance – Place Types 1, 2 or 4 so that after compaction the top surface of the course does not extend more than ¼ inch above nor more than ¼ inch below true grade for the course at any location. Place Type 3 course so that the finished surface does not extend above the true grade and surface for this course at any location.

5. METHOD OF MEASUREMENT

Item 4-P – The quantity is the number of compacted cubic yards of material, computed from payment lines shown on the plans or, where changes have been ordered, from payment lines established by the Engineer.

6. BASIS OF PAYMENT

Item 4-P – The unit price bid for this work includes the cost of furnishing all labor, material and equipment necessary to complete the work. Include the cost of adding water in the price bid unless the items for furnishing and applying water are included in the contract. No direct payment will be made for losses of material resulting from compaction, foundation settlement, erosion, or any other cause. Include the cost of such losses in the price bid for this item. No deductions will be made for the volumes occupied by manholes, catch basins and other such objects. Progress payments will be made after the subbase course has been properly placed and compacted. Payment will be made at the unit price bid for seventy-five (75%) percent of the quantity. The balance of the quantity will be paid for after the final finishing to the required tolerance and just prior to the placing of the next course.

Payment will be made under:

Item No.	Item	Pay Unit
4-P	Recycled Concrete Aggregate	CY

END OF SECTION

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ITEM NO. 44 ELASTOMERIC PAVEMENT CRACK SEALANT

1. DESCRIPTION - Under this item the contractor shall prepare the random pavement cracks in excess of ¼ inch and furnish and apply elastomeric sealant from an approved heating and application system in accordance with the plans or sketches or as directed by the Town Engineer or his representative.

2. MATERIALS - The rubberized asphalt dispersion shall be formulated from first grade raw materials. It shall be modified with wetting agents and other surfactants to enhance its adhesion to the walls and bottoms of the cracks or joints. The compound shall be further modified with approved mineral fillers. The material shall comply with the application specifications of ASTM D-1190 Federal Specifications SS-S-164 and Amendments. The joint sealing compound shall be composed of a mixture of materials which will form a resilient and adhesive compound and will effectively seal joints and cracks in the pavement against the infiltration of moisture throughout repeated cycles of expansion and contraction. The sealant shall not flow from the joint or be picked up by vehicle tires at an ambient temperature of 125 degrees F.

3. CONSTRUCTION DETAILS

A. General – The contractor shall provide this item to the Town in accordance with a schedule specified by the Superintendent of Highways. Significant deviation from this schedule may cause disqualification of the contractor from providing this item at the discretion of the Highway Superintendent.

B. Application of Crack Sealant – All random, traverse and longitudinal cracks must be blown and heated via the hot air lance within 10 minutes of being sealed. The distance between the hot air lance and the crack sealing unit should be no more than fifty feet to eliminate reinvasion of water, debris and other incompressible as much as possible. All debris vegetation and water should be removed to enhance adhesion of the crack sealing material.

a. Melting and Application Equipment. The melter unit shall be of the double boiler type of equipment with an agitator using high flash oil, 600 degrees F minimum as a heat transfer medium. The material kettle and oil jacket must have thermometers that have been calibrated. Heating must be thermostatically controlled to hold the desired temperature. The melting unit shall be equipped with a pump capable of circulating the material from top to bottom of the kettle. The sealing compound shall be agitated continuously during the melting and pouring process.

b. Hot Air Lance. This equipment should operate with propane and compressed air in combination at 2,000 degrees F to 3,000 F. The lance should draw propane from smaller than a 100 pound tank. Separate hoses for propane and air draw are required. The hoses shall be wrapped with

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reflectorized tape to keep them together and protect workers in low light situations.

- c. Installation of Sealant Joints should be filled to 1/8 inch to 1/4 inch below the pavement surface.

4. METHOD OF MEASUREMENT – The quantity measured under this work shall be the linear feet of sealant as specified above furnished and incorporated into the work in accordance with the specifications as directed by the Town Engineer or his representative.

5. BASIS OF PAYMENT – The unit price bid per linear feet for this item shall include the cost of furnishing, hauling, heating, manipulating the sealant and shall include the cost of furnishing all labor and equipment necessary to complete the work including the preparation of all cracks and joints.

END OF SECTION

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ITEM NO. 49 RUT AVOIDANCE ASPHALT CONCRETE, TYPE 6FRA TOP
COURSE

1. DESCRIPTION:

Under this Item, the Contractor shall construct an asphalt concrete top course upon a previously prepared foundation, conforming to the lines, grades, thickness and cross slopes as shown on the plans or as directed by the Town Engineer.

2. REQUIREMENTS:

The requirements for Item 18403.1733 Rut Avoidance Asphalt Concrete, Type 6FRA Top Course, as listed in the Standard Specifications of the New York State Department of Transportation, shall be used with the following modifications:

3. MATERIALS:

Aggregates

Wappinger Dolomite as defined by the New York State Department of Transportation shall be excluded from use in Item 49.

Reclaimed Asphalt Pavement (RAP)

Reclaimed Asphalt Pavement (RAP) meeting the following may be utilized in Item 49:

- a. The RAP shall be tested by an approved laboratory and certified to be 100% free of Wappinger Dolomite as defined by the New York State Department of Transportation.
- b. A maximum of 20% RAP may be used.
- c. A separate mix design for the RAP mixture must be submitted to the Town Engineer for approval. The resultant mixture of reclaimed asphalt pavement (RAP), new aggregates and asphalt cement must meet all material and Marshall properties as specified for Item 18403.1733.

In addition, the Contractor will supply the Town Engineer with the following information:

- d. Gradation and Asphalt content of the RAP.
- e. Penetration of recovered asphalt cement.
- f. New aggregate blend percentages.

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- g. RAP/new aggregate blend percentages.
- h. Combined aggregate gradations.
- i. Total asphalt demand.
- j. Percent of new asphalt required.
- k. Penetration blending chart and grade on new asphalt selected.

As well as a summation of the established job mix formula which contains the following:

- a. Gradation of the recycled mixture.
- b. Percentage of RAP added.
- c. Percentage of new aggregate added.
- d. Optimum asphalt cement content from graphs.
- e. Added asphalt cement content.
- f. Grade of added asphalt cement.

Once the job mix formula is established and approved by the Town Engineer, all mixtures furnished for the project shall conform thereto. If any of the materials used to develop the original job mix formula change (RAP source or stockpile, new aggregates, asphalt cement) the Contractor will be required to submit a new mix design based upon the properties of the materials presently being used.

The Contractor's attention is directed to the relative flat profile roadway grades which may be encountered, necessitating accurate control of the paving of the Top Course to provide proper drainage along the roadway.

The bituminous paving machine used shall be equipped with an electronic grade and slope control system.

Prior to the placement of the top course, the Contractor shall clean the existing surface in accordance with the requirements of Item 53, Cleaning Existing Pavement.

No additional payment will be made for cleaning the existing surface. The cost is to be included in the unit price bid for Item 49.

Prior to paving the Contractor shall paint and seal all surfaces of curbs, aprons, gutters, castings, pavement edges, joints, or other surfaces adjacent to the areas to

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be paved with bituminous material in accordance with Item 63, Applying Bituminous Materials (Tack Coat) of these specifications.

No additional payment will be made for furnishing and applying the required bituminous materials. The cost is to be included in the unit price bid for Item 49.

Directly ahead of paving, the Contractor shall Tack Coat the existing pavement surface in accordance with Item 53, Applying Bituminous Materials (Tack Coat) of these specifications.

No additional payment will be made for furnishing and applying the required Tack Coat. The cost is to be included in the unit price bid for Item 49.

3. METHOD OF MEASUREMENT:

The quantity to be paid for under this Item shall be the number of tons of compacted material satisfactorily furnished, placed and incorporated in the completed work in accordance with the plans, specifications and orders of the Town Engineer.

4. BASIS OF PAYMENT:

The unit price bid per ton for this Item shall include the cost of furnishing all materials including the bitumen, the mixing, transporting, cleaning the existing surface in accordance with Item 63, Cleaning Existing Pavement, painting and sealing, and tack coating in accordance with Item 53, Applying Bituminous Materials (Tack Coat), placing, compacting, any mix designs and job mix formulas, quality control testing, and all laboratory tests and reports, repair of any area found not to be in conformance with the specifications, and all other incidentals required for satisfactory completion of the work.

END OF SECTION

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ITEM NO. 108 VINYL COATED CHAIN LINK FENCING AND GATES

1. DESCRIPTION - Under this item the Contractor shall furnish and erect chain link fencing and gates with vinyl-clad galvanized steel fabric and galvanized standard full-weight steel posts embedded in concrete footings. The fencing and gates shall be of four, six or eight foot height in the size and the location shown on the plans or ordered by the Engineer. Single gates shall be three feet nominal width and double gates shall be eight feet nominal width.

2. MATERIALS

A. Fence fabric shall be black vinyl-clad galvanized open hearth steel wire of No. 9 gauge core, coated to 6 gauge having a minimum tensile strength of 70,00 lbs. per square inch helically woven in a two (2) inch chain link diamond pattern. The fabric shall meet the minimum requirements of AASHTO M181 Chain Link Fence, latest revision for Type IV Fabric. The height of the fabric shall be as specified by the Pay Item No... For example, Item 108-4' shall be mean a vinyl coated chain link fence 4' high. The top and bottom selvage of the fabric shall be twisted and barbed or knuckled as required by the Town Engineer.

B. Vinyl shall be polyvinyl chloride meeting the following requirements:

- i. Specific gravity shall be minimum of 1.30 tested in accordance with ASTM D-792.
- ii. Hardness shall have a minimum durometer reading of A-95 in accordance with ASTM D-676.
- iii. Ultimate elongation shall be 275% in accordance with ASTM D-412.
- iv. Tensile strength shall have a test minimum of 3,300 psi in accordance with ASTM D-412.
- v. Vinyl shall be dense and impervious covering free of voids, having a smooth lustrous surface without pinholes, bubbles or voids, rough or blistered surface.
- vi. The vinyl coating shall be plasticized and unfilled polyvinyl chloride (PVC) with non-migratory low temperature plasticizer shall not support combustion and shall be effective insulation for 12,000 volts. Pigment system shall be stabilized and tested to withstand minimum Weather-O-Meter 1,000 hour test without visible fading, discoloration or other deterioration. The vinyl covered wire shall withstand an accelerated aging test of 2,000

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hours at 14 degrees F without cracking or peeling. The vinyl shall have a specific gravity of not less than 1.3, hardness not less than Durometer A-95, minimum tensile strength of 3,300 psi, elongation of 275% maximum deformation of 15% at 12 degrees C. (U.L. Test) under 500 gram load and compression cut-through of 1,800 psi. The vinyl covering shall, in addition, withstand prolonged exposure to:

1. Sea Water at 10 degrees F.
 2. Salt solutions: CaCl₂, NH₄NO₃, NaCl, CuCl₂, CuSO₄, SnCl₂, HCl, and others.
 3. Alkalis: Sodium, magnesium, calcium, barium, ammonium, hydroxide and others.
 4. Acids: Dilute sulphuric, nitric, hydrochloric, acetic, boric, carbonic, citric acids and others.
 5. Petroleum products, mineral oils and fats.
 6. Fungus inducing atmospheres.
- vii. The vinyl shall be hot extruded (not sprayed or dipped) over the galvanized steel wire by the Thermal Extrusion process under pressure to 5,000 psi to insure a dense and impervious covering free of voids having a smooth lustrous surface appearance. The wire shall be vinyl clad before weaving, and shall be free and flexible at all joints.
- viii. Fittings – Fittings.
- ix. Fittings shall be manufactured of weldable steel, malleable iron, cast steel, cast iron, or aluminum alloy.
1. Weldable Steel. Weldable steel shall be commercial quality or better, produced by one of the following processes: Open-Hearth, Electric Furnace, or Basic Oxygen.
 2. Malleable Iron. Malleable Iron shall conform to the requirements of ASTM A47M. The Grade shall be Grade 225010 or Grade 22018.
 3. Cast Iron. Cast iron shall conform to the requirements of ASTM A48, Class No. 30.

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4. Cast Steel. Cast steel shall conform to the requirements of steel castings shall conform to the requirements of ASTM A27M. All steel castings shall be Grade 485-275 Class 1.
 5. Aluminum Alloy. Aluminum alloy shall meet the material requirements of the Appropriate ASTM standards.
- x. Vinyl Coating
1. Fittings and accessories shall comply with the above material requirements and in addition be resin-clad with either an epoxy modified poly (vinyl chloride), or a thermoplastic polyester resin. The coating shall have a minimum thickness of 0.178 mm and shall be of the same color as the fabric.
 2. The epoxy modified poly (vinyl chloride) coating shall be chemically bonded to the fittings and accessories or the fitting and accessory shall be clad with a heavy molecule, saturated, linear thermoplastic polyester resin applied by electrostatic spray and fusing or equal method.
- C. Posts and Braces shall be of the type, size, and shape indicated on the detail below or approved equivalent. All materials shall be new and first class and shall not include reconditions thin wall, re-rolled, or open seam pipe. Posts and Braces shall be manufactured by cold-rolling and electric resistance welding of steel strip conforming to ASTM A569 or ASTM A607.
- i. Corrosion protection shall be in accordance with either of the following.
 - ii. All tubing shall be thoroughly galvanized on the side and outside surface in accordance with the latest ASTM 120 specification (1.8 oz./sq.ft.).
 - iii. Class A, Schedule 40 Pipe – posts, rails and braces shall be standard weight Schedule 40 pipe, manufactured in accordance with ASTM F1083, except that the protective coating system shall be as specified herein.
 - iv. Class B, Steel Tubing – Posts, rails and braces shall be manufactured by one of the following methods with the steel conforming to ASTM A569M or ASTM A607 with a minimum yield strength of 50,000 psi:

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1. Furnace butt welded, continuous welded
2. Cold rolled and electric resistance welded
3. Seamless.

Nominal Size <u>Inches</u>	Outside Diameter <u>Inches</u>	Wall Thickness <u>Inches</u>	Weight <u>PLF</u>
1-5/8	1.660	0.111	1.82
2	1.900	0.120	2.28
2-1/2	2.375	0.130	3.12
3	2.875	0.160	4.64
3-1/2	3.500	0.160	5.71
4	4.000	0.160	6.56

D. Protective Coatings - Posts, rails and braces shall be coated with a protective coating system conforming to one of the following depending on structure member:

i. Class A Schedule 40 Pipe; and Class B Steel Tubing.

1. Galvanized Coatings. Galvanized both inside and out in accordance with ASTM F 1083.
2. Combined Coatings.
3. External surface shall be coated with the following combined coating system:
 - a. Hot Dip Galvanizing. The external surface shall be hot-dip galvanized with “Special High Grade” or “High Grade” slab zinc conforming to ASTM B6. The weight of the coating shall be a minimum of 0.80 oz/ft².
 - b. Chromate Conversion Coating. Chromate conversion coating shall be specifically designed for use as a pretreatment of galvanized surfaces. The coating shall be applied prior to the application of the thermoplastic acrylic coating at the manufacturer’s recommended rate.

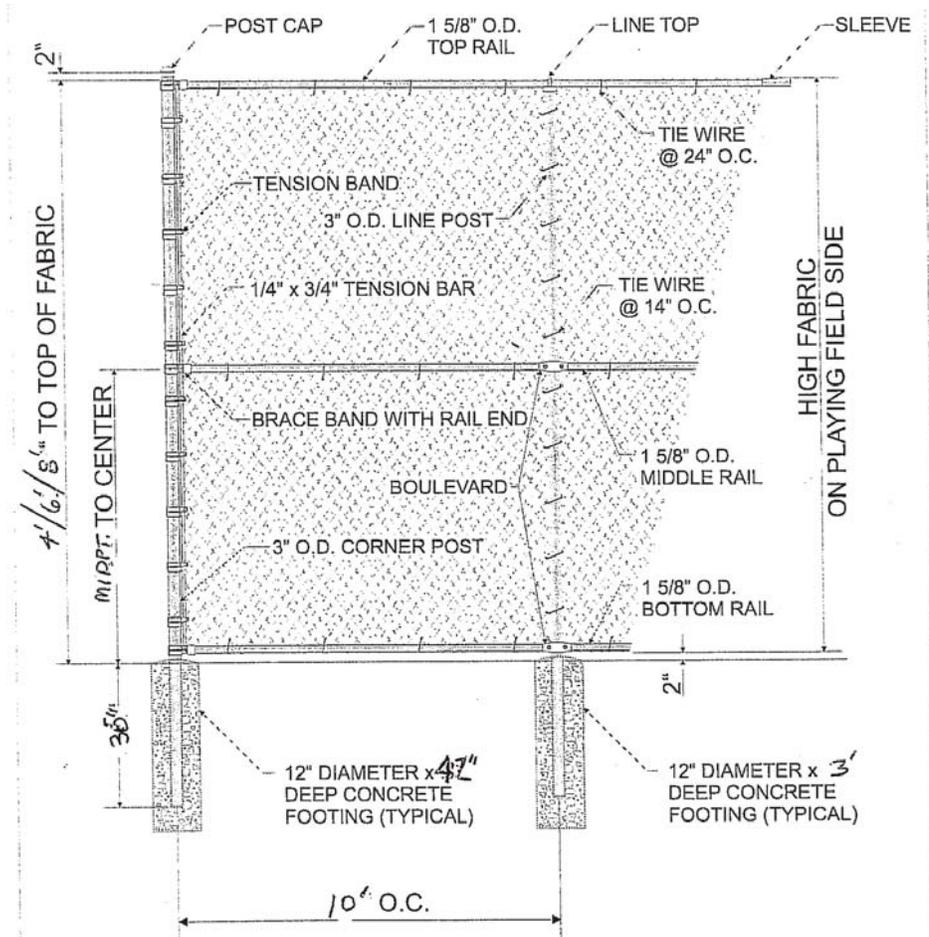
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- c. Thermoplastic Acrylic Coating. A thermoplastic acrylic coating shall be electrostatically applied with a minimum dry film thickness of 0.3 mils.
 4. Internal Surfaces. Zinc coating having a minimum dry film thickness of 0.3 mils. The rich zinc coating shall contain not less than 80% zinc dust by weight and shall be capable of providing galvanic protection.
5. Vinyl Coating:
 - a. Material Requirements. Posts, rails and braces shall comply with the above material requirements and in addition be resin-clad with either an epoxy modified poly (vinyl chloride), or a thermoplastic polyester resin. The coating shall have a minimum thickness of 0.178 mm and shall be of the same color as the fabric.
 - b. Fabrication Requirements. The epoxy modified poly (vinyl chloride) coating shall be chemically bonded to heated pipe or the pipe shall be clad with a heavy molecule, saturated, linear thermoplastic polyester resin applied by electrostatic spray and fusing or equal method.

3. CONSTRUCTION DETAILS

- A. All line posts shall be spaced equidistant in the fence line on a maximum of 10 feet centers. Posts shall be set plumb in concrete bases of the depth and diameter indicated. Line posts shall be set in 8" Dia. X 36" Deep concrete foundations, terminal posts shall be set in 16" dia. X 42" deep concrete footings. The top of the posts shall be brought to a smooth grade line. The concrete for the post holes shall be SCDPW Class B concrete. It shall be cast rough in the ground around the post and the top surface shall be domed to shed water and provide a neat, workmanlike appearance when completed.

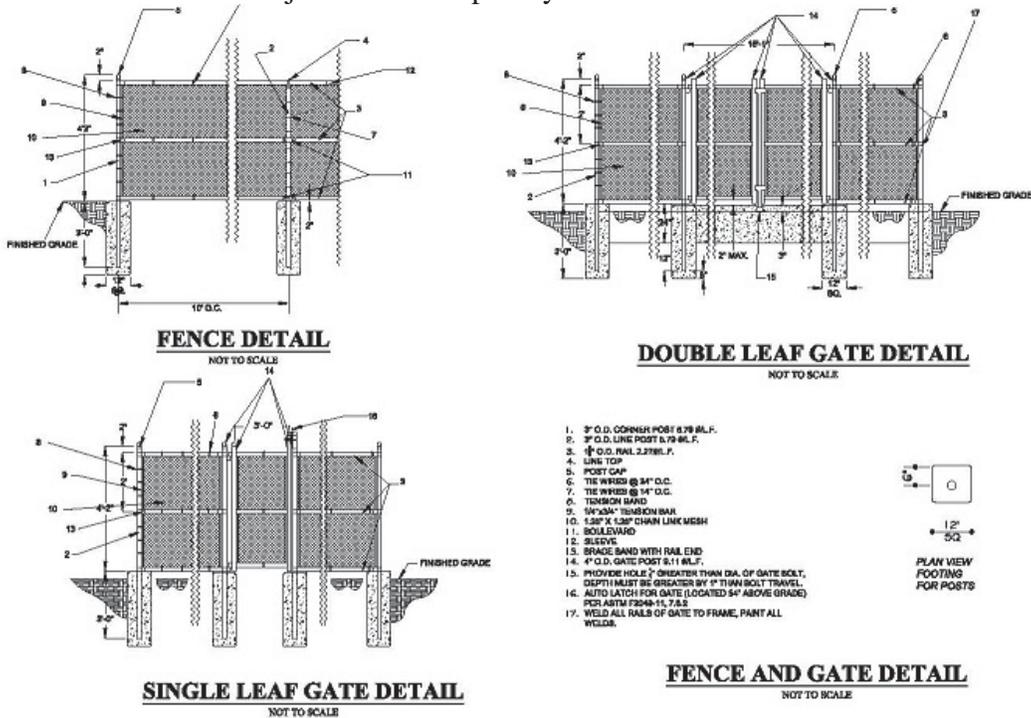
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- B. Terminal posts shall be placed at the following locations: corners, changes in direction, abrupt changes in grade, intervals no greater than 500 feet in the fence line, or as directed by the Engineer. When the fence is on a long curve the intermediate posts shall be evenly spaced so that the strain of the fence will not bend the line posts.
- C. All top rails shall pass through the base of the post caps and shall form a continuous brace from end to end of each stretch of fence. Top rail lengths shall be joined with sleeve couplings with expansion sleeves provided at 100 ft. intervals. Top rails shall be securely fastened to terminal posts by means of approved rail end connectors. Horizontal braces shall be provided at all terminal posts, corner posts and intermediate posts, as shown on the plans, and shall extend from the above-mentioned posts to the first adjacent line post. Braces shall be securely fastened to the line posts by brace ends and brace bands, and to the terminal posts by approved rail end connectors. Diagonal brace rods shall be trussed from the brace end on the line post back to the terminal post, corner post or intermediate post and fastened to it by an approved connector.

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D. The fabric shall be fastened to the line posts and braces with 9 gauge galvanized vinyl coated clip or an equivalent thereof, spaced not more than 14" on centers. It shall be attached to the toprail, middle and bottom tension wire by means of 12-1/2 gauge galvanized rings or as shown on the plans, spaced not more than 12" on centers. The fabric shall be secured to all corner, gate and terminal posts with tension bars fastened to posts with galvanized steel bands at approximately 12" intervals with all terminal adjustments completely housed.



NOTES

- ALL CHAIN LINK FENCE CONFORM TO ASTM F2049-11
- ALL POSTS HOT DIPPED GALV.
- CONCRETE FOOTINGS: 3000 P.S.I. @ 28 DAYS. EXPANSION JOINTS 20' O.C. (1:2:4 MIX)
- SINGLE LEAF PEDESTRIAN ACCESS GATES OPEN OUTWARD AWAY FROM THE PLAY ENVIRONMENT, SELF-CLOSING, AND HAVE A SELF-LATCHING DEVICE.
- THE OPENING BETWEEN THE HINGE SIDE OF THE SQUARE FRAME SINGLE LEAF PEDESTRIAN GATE AND THE SQUARE GATEPOST DO NOT CLOSE TO A DIMENSION LESS THAN 1/2 INCH.
- DOUBLE LEAF ACCESS GATES FOR MAINTENANCE SERVICE EQUIPPED WITH A KEY-OPERATED LOCKING DEVICE THAT IS ALWAYS LOCKED.

4. METHOD OF MEASUREMENT – The quantity to be paid for under this item will be the number of linear feet of four, six or eight foot chain link fencing or each four, six or eight foot chain link single (three-foot wide) or double (eight-foot wide) gate measured along the bottom of fencing between centers of end posts that are properly furnished and installed in accordance with the requirements of the plans, specifications, details and orders of the Town Engineer.

5. BASIS OF PAYMENT - The unit price bid per linear foot of fencing or each single or double gate shall include the cost of furnishing all labor, materials, tools and equipment necessary to satisfactorily complete the work and shall include the

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transportation of, clearing and grubbing, excavation, fill, cement, concrete, line posts, top, mid, and bottom rail, hardware, fencing and all other necessary materials or work.

Payment Item	Item Description	Unit of Measure
108-4'	Vinyl Coated Chain Link Fencing	LF
108-6'	Vinyl Coated Chain Link Fencing	LF
108-8'	Vinyl Coated Chain Link Fencing	LF
108SG-4'	Vinyl Coated Chain Link 3' Single Gate	Ea
108SG-6'	Vinyl Coated Chain Link 3' Single Gate	Ea
108SG-8'	Vinyl Coated Chain Link 3' Single Gate	Ea
108SG-4'	Vinyl Coated Chain Link 8' Double Gate	Ea
108SG-6'	Vinyl Coated Chain Link 8' Double Gate	Ea
108SG-8'	Vinyl Coated Chain Link 8' Double Gate	Ea

END OF SECTION

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ITEM NO. 112 TOPSOIL AND SEED

1. DESCRIPTION – This work shall consist of furnishing and placing topsoil and seed at locations shown on the plans or elsewhere as designated by the Engineer in conformance with the lines and grades shown in the contract documents or as directed by the Engineer.

2. MATERIALS

- A. Topsoil shall be as specified for M47 – Topsoil from Borrow of Part II, Section 6, “Materials of Construction” of the SCDPW Standard Specifications.
- B. Fertilizer shall be as specified for M54, type 3; the lime shall be limestone as specified for M52; and seed shall be as required for M58 and as follows:

(A=% Purity; B=Min. % Germination; C= Pounds of Pure Live Seed)

Name	Variety	A	B	C
Red Fescue (<i>Festuca rubra</i>)	Chewings or Creeping	98	85	50
Tall Fescue (<i>Festuca elatior</i> <i>Arundinacea</i>)	Alta or Kentucky	97	90	18
Kentucky Bluegrass (<i>Poa</i> <i>Pratensis</i>)	Commercial	85	75	30
Common Ryegrass (Domestic) (<i>Lolium perenne</i>) (<i>Lolium multiflorum</i>)	Commercial	98	90	20
Alsike Clover (<i>Trifolium</i> <i>Hybridum</i>)	Commercial Max. 25% hard seed	95	85	4
White Clover (<i>Trifolium</i> <i>Repens</i> var.)	Ladino Max. 25% hard seed	98	85	3

3. CONSTRUCTION DETAILS

- A. Preparation of Subgrade - The Contractor shall complete subgrading within the areas to be covered by topsoil by bringing the surface of subgrade to the lines and grades as specified on the plans, or as directed by the Engineer. Where specified or directed, the Contractor shall scarify or till the surface of the subsoil before the topsoil is placed to permit bonding the topsoil layer with the subsoil. Equipment

TOWN OF RIVERHEAD
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shall pass in such a manner that depressions and ridges shall be parallel to the contours. Tillage shall be accomplished by disking, harrowing, raking, or by other approved methods.

- B. Handling Topsoil - If the condition of the soil is unsuitable due to excessive moisture, frost or other conditions, the Contractor shall cease work under this item until the soil is in a suitable condition.
- C. Placing Topsoil - Topsoil shall be placed and spread over the areas shown on the plans, or as directed, to a 4" depth so that the completed work shall conform to the lines, thickness and grades specified. After the topsoil is spread, all large stiff clods, rocks, roots or other foreign matter shall be cleared and disposed of by the Contractor as approved so that the finished surfaces will be acceptable for subsequent work of seeding, sodding, planting or mulching.
- D. Seeding Season - The seasons for seeding shall be March 15 to May 1 and August 15 to October 1 unless otherwise approved. The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to begin sowing seed and shall not proceed with such work until permission to do so has been obtained. When delays in operations carry the work beyond the dates which are specified, or when conditions of high winds, excessive moisture or ice are such that satisfactory results are not likely to be obtained for any stage of the work, the Engineer will stop the work. The work shall be resumed with the Engineer's approval when the desired results are likely to be obtained or when approved corrective measures and procedures are adopted. When sodding is to be done on the same general areas under the same contract, the sodding shall be done before the seed is sown and equipment used during seeding shall cause no damage to the sodded areas.
- E. Rates - Application rates for turf establishment materials shall be as specified in the contract documents. When no rates for establishing turf are specified in the contract documents, the following shall apply per NYSDOT 610-3.02 A.:

Fertilizer	800 pounds per acre
Seed	85 pounds pure live seed per acre
Mulch	2 tons per acre
Mulch Anchorage	Manufacturer's recommended rate
- F. Limitations - The contractor shall notify the Engineer at least 2 working days before the start of any seeding operation and shall not begin the work until the Engineer has given permission. When sodding and turf establishment are to be done in the same general areas, the sodding shall be done first, and equipment used during turf establishment shall not damage the sodded areas.
- G. Inoculation of Leguminous Seeds - All seeds of leguminous plants requiring inoculation shall be inoculated prior to mixing or sowing unless otherwise

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specified or approved or unless accompanied by a certificate of preinoculation. When seeds requiring inoculation are to be sown dry, the inoculant shall be applied in accordance with its accompanying instructions and the seeds allowed to dry sufficiently for proper handling. Seeds shall be sown within thirty hours after this treatment. When seeds requiring inoculation are to be sown by water pressure, the inoculant may be added to the water and seed mixture, together with limestone and/or fertilizer as specified, providing the pH of the solution does not exceed 8.

- H. Ground Preparation and Seeding - The Engineer prior to seeding shall approve all turf establishment areas. Areas to be seeded with turf seeds shall be maintained at approved grades and irregularities that will hold water shall be eliminated. Weed growth that, in the Engineer's judgment, may adversely affect germination or growth shall be removed or controlled as approved or as directed by the Engineer prior to seeding. Limestone, fertilizer and seeds in the amounts specified shall be evenly distributed on the areas to be seeded. All mechanical equipment used for soil preparation or seeding shall be as approved. Equipment shall pass parallel to the contours unless otherwise approved except that crawler tractors shall pass at right angles to the contours.

The finished surface of any area that is seeded shall not be rougher, more uneven or have more or larger stones, clods, roots, or other foreign materials than the area it adjoins. In built up and residential areas hand raking will usually be necessary to produce the required smoothness and uniformity, particularly where grading and turf establishment is to be adjacent to lawns.

Areas to be seeded shall be scarified sufficiently to break up the surface crust immediately before seeding except where in the judgment of the Engineer, the ground is already loose and friable as immediately following grading. All stones and other objects over two inches in greatest dimension or other sizes as specified shall be removed and disposed of as approved. Unless otherwise specified in the contract documents, only limestone and/or fertilizers may be mixed together with the seeds (including legume inoculants when required) immediately before sowing. Any method of sowing that does not injure the seeds in the process of spreading will be acceptable.

- I. Mulching - Mulch shall be spread uniformly in a continuous blanket of sufficient thickness to hide the soil from view, taking care not to over apply. Mulch may be spread by hand or by machinery. Mulch may be spread before seeding turf but not later than 72 hours after seeding turf unless otherwise approved or directed. Anchorage is required unless otherwise specified in the contract documents. Mulch and mulch anchorage shall be applied separately from seeds unless otherwise specified in the Contract Documents.
- J. Liability - When the Engineer determines that any seeded area has failed for any reason to produce a satisfactorily established turf after a suitable period of time

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has elapsed, the Contractor shall repeat all the work required by this Section until a satisfactory growth of turf has been established. Any work to be corrected shall be at the Contractor's expense. The contract will not be accepted until a satisfactory turf has been established.

K. Care During Construction - The Contractor shall care for seeded turf areas until final acceptance of the contract. Care shall consist of providing protection against traffic by providing approved warning signs or barricades; and shall consist of repairs to any seeded turf areas damaged by wind, water, fire, traffic or other causes. Damaged areas shall be repaired to re-establish the condition and grade of the area prior to seeding and shall then be refertilized, reseeded and remulched as specified herein.

4. METHOD OF MEASUREMENT - Topsoil and Seed furnished and placed shall be measured in square yards after it has been acceptably placed.

5. BASIS OF PAYMENT – Topsoil and Seed furnished and placed will be paid for at the unit price bid per square yard of topsoil acceptably furnished and placed, which payment shall include the cost of furnishing all equipment, labor and materials required to complete the work as specified.

END OF SECTION

TOWN OF RIVERHEAD
2018 EPCAL WALKING TRAIL CONSTRUCTION CONTRACT

ITEM NO. 118 EROSION AND SEDIMENT CONTROL

1. DESCRIPTION - This work shall consist of furnishing, installing, inspecting, maintaining, and removing soil erosion and sediment control measures as shown on the contract documents or as ordered by the Engineer during the life of the contract to provide soil erosion and sediment control. This work shall be coordinated with the soil erosion and sediment control features specified elsewhere in the contract documents to the extent practical to assure effective and continuous soil erosion and sediment control throughout the construction and post construction period.

- A. Erosion Control - The following items of work are provided in this section to address soil erosion control – mulch, straw/wood fiber mulch, jute mesh.
- B. Sediment Control - The following items of work are provided in this section to address sediment control - strawbale, silt fence, stabilized construction entrance, inlet controls.

2. MATERIALS - Unless otherwise stated elsewhere in the contract documents, materials shall be as stated herein.

- A. Mulch – Mulch shall conform to 713-19 for straw and 713-11 for wood fiber mulch per the New York State Department of Transportation Standard Specifications, May 1, 2008 (NYSDOT Standard Specifications).
- B. Seed - Seed shall be ryegrasses (annual or perennial) or cereal grasses suitable to the area and as a temporary cover which will not compete with the grasses sown later for permanent cover.
- C. Strawbale
 - a. Strawbales shall meet the requirements of 713-19 of the NYSDOT Standard Specifications.
 - b. All bales shall be tightly bound; loose or broken bales will not be accepted. Hardwood stakes shall be at least 1 1/4 x 1 1/4 inches and a minimum of 2 feet long.
- D. Geotextiles - Geotextiles shall meet the requirements of Item 207.12 Geotextile Drainage of the NYSDOT Standard Specifications. UV sensitive geotextiles shall be protected from exposure to sunlight during transport and storage. Specific make and manufacturer shall be as approved by the Engineer.
- E. Drainage Structure Inlet Protection
 - a. Drainage structure inlet protection shall be triangular shaped in cross section, and have a height of at least 8 to 10 inches in the center with two equal sides and an 18 to 24 inch base. The triangular-shaped inner material shall be urethane foam.

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The outer cover shall be a woven bedding type geotextile placed around the inner triangle and extend 24 to 36 inches beyond each side of the triangle base.

- b. Other materials may be proposed by the Contractor who shall be solely responsible for their performance.
- F. Silt Fence – The proposed silt fence material must be included in the approved list issued by the NYSDOT’s Materials Bureau. A geotextile sample and specifications for the proposed silt fence shall be submitted to the Engineer for approval. A silt fence assembly shall consist of silt fence geotextile, posts, and fasteners and may include mesh support.
- a. Posts - Posts shall meet the following requirements:
 - i. Either wood, metal, or synthetic posts may be used. Softwood post shall be 1 1/2 x 3 1/2 inches, hardwood post shall be at least 1 1/4 x 1 1/4 inches, steel post shall be "T" or "L" shaped in cross section, with a minimum weight of 1.3 lb/ft.
 - ii. Posts shall be a minimum of 4 feet long and shall be spaced consistent with the material selected.
 - b. Mesh Support – Mesh support shall consist of 14 gauge (min) welded wire mesh with a maximum 6 x 6 inch opening or polymeric mesh. All mesh support shall be a minimum of 30 inches in height.
 - c. Fasteners - Fasteners shall be heavy duty staples, hog rings, tie wires, or any other fastener compatible with the post material.
- G. Mulch Anchorage – Mulch anchorage shall meet the requirements of 713-12, Type A of the NYSDOT Standard Specifications.
- H. Stabilized Construction Entrance – Stabilized construction entrances shall consist of a geotextile, crushed stone or gravel and, if necessary, a drainage pipe to maintain ditch flow.
- a. Geotextile - Geotextile shall meet the requirements of 207-2, Geotextile Stabilization, Strength Class 1 of the Standard Specifications.
 - b. Crushed stone or gravel shall be 6 inches of coarse aggregate material meeting the gradation requirements of size designation #3 on Table 703-4 of the Standard Specifications.
 - c. Drainage Pipe - Contractor shall provide a drainage pipe sized with sufficient capacity to carry ditch flow. The pipe dimension shall be consistent with the modified soil erosion and sediment control plan approved by the Engineer. The drainage pipe may consist of new or used material in satisfactory condition and

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suitable for the intended use. The Engineer will reject any materials determined to be unsatisfactory.

- I. Jute Mesh - Jute mesh shall be a uniform, open, plain weave cloth of undyed and unbleached single jute yarn. The yarn shall be of a loosely twisted construction and it shall not vary in thickness more than one-half its normal diameter.
 - a. Jute mesh shall be furnished in rolled strips and shall meet the following requirements:
 - Width – 48 inches, plus or minus one inch
 - Length – approximately 225'
 - 78 warp-ends per width of cloth (minimum)
 - 41 weft-ends per yard (minimum)
 - Weight shall average 1.22 pounds per linear yard with a tolerance of plus or minus 5%.
 - b. Contractor shall supply U-Shaped staples approximately 6 inches long and one inch wide. Machine made staples shall be or No. 11 gauge or heavier steel wire. Contractor shall supply approximately 100 staples per role of jute mesh.

3. CONSTRUCTION DETAILS

A. General

- a. In the event of conflict between these specification requirements and pollution control laws, rules, regulations or permit conditions by other federal or state or local government agencies, the more restrictive laws, rules or regulations shall apply.
- b. The Contractor shall begin earthwork only after receiving written approval from the Engineer for the scheduling of earthwork and work covered under this section.
- c. The Contractor shall designate to the Engineer an erosion and sediment control supervisor with adequate training, experience, and authority to implement and maintain all erosion and sediment control measures.
- d. Perimeter sediment controls shall be installed prior to performing grubbing, excavation, and borrow or fill operations. The Contractor shall limit the area of clearing and grubbing, excavation, borrow and embankment operations in progress, commensurate with their capability and progress in keeping the finish grading, mulching, seeding and other temporary and/or permanent control measures current in accordance with the approved schedule. Under no condition shall earth material exposed by grubbing, excavation, borrow or fill or other work be left without application of temporary or permanent erosion controls for a period of greater than 7 days. The Engineer may determine that a potential for erosion or sediment transport exists and order the Contractor to install temporary

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erosion controls earlier. When permanent soil erosion and sediment control measures cannot be installed due to seasonal or other limitations, temporary soil erosion and sediment control measures shall be installed. Prior to removing or disturbing any erosion or sediment control measure that may be required to be reestablished due to continual grading operations, the Contractor shall verify the proposed progression of operations and the reestablishment of control measures with the Engineer to ensure the continuity of erosion and sediment control.

- e. Sediment control measures shall not be removed without the Engineer's approval.

B. Inspection and Maintenance

- a. Soil erosion and sediment control measures shall be inspected and maintained by the Contractor during the life of the project, including winter shutdown, etc. Such inspection and maintenance shall continue until after the permanent stabilization measures are in place and the temporary control measures are ordered to be removed by the Engineer. The remaining disturbed area shall be permanently stabilized as indicated in the contract documents.
- b. All temporary controls shall be inspected by the Contractor every seven calendar days, after each rainfall of 1/2 inch or more within a 12 hour period, or daily during prolonged rainfall to determine if the measure is functioning as intended. All inspections shall be completed within one calendar day.
- c. Within 3 calendar days from completion of the inspection, the Contractor shall:
 - i. Repair or rebuild the control measure to function as originally intended.
 - ii. Remove sediment deposition which reaches one half the height of the control measure. All sediment deposits shall be considered unsuitable material and disposed of in accordance with 203-3.08 of the Standard Specifications. Material shall be disposed of away from wetlands, water courses or other bodies of water.
 - iii. Torn or punctured silt fence fabric may be repaired by the placement of a patch, on the upstream side, consisting of an additional layer of fabric over the damaged area, or replacement of the damaged section.
 - iv. Where erosion control materials have been used on final grade that have been permanently seeded, the Contractor shall care for the areas until acceptance of the Contract or acceptance of the turf, whichever is later. Where necessary, such care may include, but is not limited to providing warning signs or barricades for protection against traffic. Any surfaces that have settled, become gullied, or otherwise damaged due to the Contractor's operations shall be repaired at no additional expense to

TOWN OF RIVERHEAD
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reestablish the grade and soil conditions that existed prior to placing erosion control materials.

C. Temporary Mulch

- a. The Contractor shall have the capability to mulch any disturbed areas on any given day (e.g., those areas where earthwork operations are ongoing, etc.). The Contractor shall apply mulch on disturbed areas consistent with the approved project schedule.
- b. Mulch shall be spread uniformly in a continuous blanket at an approximate rate of 2 t/acre. Mulch may be spread by hand, mechanical spreaders, or blowers.

D. Temporary Seed and Mulch

- a. The Contractor shall apply seed and mulch on disturbed areas consistent with the approved project schedule.
- b. Prior to the application of seed, all areas where compaction has occurred shall be scarified. The seed bed shall be loose and friable for positive seed retention.
- c. Ryegrasses shall be spread at a rate of 30 lb/acre to uniformly cover the ground. Cereal grasses shall be spread at a rate of 100 lb/acre to uniformly cover the ground. Seeds shall be evenly distributed by any method of sowing that does not injure the seeds in the process of spreading.
- d. Mulch shall be spread immediately following application of seed. Mulch shall be spread uniformly in a continuous blanket at an approximate rate of 2 t/acre. Mulch may be spread by hand, mechanical spreaders, or blowers. Mulch and seed shall not be placed simultaneously, except in the case of hydroseeding.

E. Temporary Strawbale - Bales shall be placed with the cut ends vertical as shown in the contract documents. Each bale shall be embedded into the soil a minimum of 4 inches, and be securely anchored. Hardwood stakes shall be installed a minimum of 1 foot into the ground below the bale. The first stake in each bale shall be driven at an angle toward the previously laid bale to force the bales together.

F. Geotextiles - Geotextiles shall be placed between different layers of soil/aggregate to prevent migration of one material to the other. Geotextiles shall be placed where shown in the contract documents and constructed in accordance with the standard sheets.

G. Temporary Silt Fence

- a. Unless otherwise detailed in the contract documents, silt fence shall be installed as follows:

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- i. Posts shall be driven into the ground.
 - ii. Geotextile and any mesh support (if applicable) shall be placed on the upstream side of the posts.
 - iii. The geotextile shall be fastened to each post in no less than 4 locations with approved fasteners.
 - iv. The mesh support shall be fastened to each post at the top, bottom, and two additional evenly spaced locations, or by a continuous corded attachment along the top of the assembly.
 - v. Any geotextile or mesh splices necessary for fence erection shall be continuous between two post sections.
 - vi. Geotextile at the bottom of the fence shall be buried in a trench to a depth of 6 inches. The trench shall be back filled with the excavated soil and the soil compacted by tamping.
- H. Drainage Structure Inlet Protection - Drainage structure inlet protection shall be placed where shown in the contract documents and constructed in accordance with the standard sheets.
- I. Jute Mesh - Jute mesh shall be placed without stretching on the freshly prepared surface so that it lays loosely on the soil and in contact with the soil at all points; and then it shall be rolled or tamped firmly into the soil surface. The upper end of each roll shall be turned down and buried to a depth of 6 inches with the soil firmly tamped against it. Unless otherwise specified in the contract documents, check slots shall be constructed at 50 foot intervals down the slope. The construction procedure shall consist of placing a fold of material 6 inches vertically into the ground and tamping soil firmly against it. Jute mesh shall be placed so that all edges shall have a minimum overlap of 6 inches. The ends of rolls shall be placed with the upgrade section on top. Jute mesh shall be held tightly to the soil by anchors driven firmly into the ground. Anchors shall be spaced not more than 3 feet apart on the sides and along the centerline of all drainage ways. Jute mesh ends and check slots shall have anchors spaced at 1 foot intervals.
- J. Stabilized Construction Entrances
- a. Stabilized construction entrances shall be placed where shown in the contract documents and constructed in accordance with the standard sheets.
 - b. The Contractor shall grade, including excavating or placing fill, to prepare the original ground surface for the placement of a stabilized pad of 6 inches of coarse aggregate material, underlain by a geotextile.

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- c. If necessary, a drainage pipe shall be installed to maintain the capacity of the ditch. The pipe dimension shall be consistent with the modified soil erosion and sediment control plan approved by the Engineer.
- d. All areas cut or filled and not stabilized by the construction entrance material shall be covered with an erosion control treatment (temporary mulch, temporary seed and mulch, etc.) and shall be included in this pay item.
- e. When washing is performed, the washing area within the construction entrance shall be located in an area which will drain into an approved sediment control measure(s).
- f. The construction entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto the right-of-way. All sediment spilled, dropped, washed or tracked onto the right-of-way shall be removed immediately. In the event the entrance is no longer performing properly (i.e. the entrance aggregate becomes clogged with sediment), the Contractor shall top-dress the entrance with additional coarse aggregate material.

4. METHOD OF MEASUREMENT - Measurement will be made for installation or reinstallation of temporary soil erosion and sediment controls shown in the contract documents.

- A. Temporary Mulch - Measurement will only be made for work directed or approved by the Engineer. This work will be measured as the number of square feet of mulch to the nearest square foot.
- B. Temporary Seed and Mulch - Measurement will only be made for work directed or approved by the Engineer. This work will be measured as the number of square feet to the nearest square foot.
- C. Temporary Strawbale - Bales will be measured by the number of feet to the nearest foot.
- D. Geotextiles – Geotextiles will be measured as the number of square feet to the nearest square foot.
- E. Temporary Silt Fence - Silt fence will be measured by the number of feet of silt fence to the nearest foot. No measurement will be made for seams or overlaps.
- F. Drainage Structure Inlet Protection - Prefabricated drainage structure inlet protection measures will be measured by the number of measures, i.e., each structure.
- G. Jute Mesh – Jute mesh will be measured as the number of square feet to the nearest square foot.

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2018 EPCAL WALKING TRAIL CONSTRUCTION CONTRACT

H. Stabilized Construction Entrances – Stabilized construction entrances shown in the contract documents will be measured by the number of square feet to the nearest square foot. Measurement will not be made for construction entrances associated with the contractor’s operations (e.g., staging areas, storage yards, borrow sites, etc.).

5. BASIS OF PAYMENT

A. General

- a. The unit price bid for all work items shall include the cost of furnishing all labor, equipment, and materials necessary to satisfactorily complete the work as shown in the contract documents, including the cost of excavation associated with the removal of accumulated sediment and the installation of erosion and sediment control measures covered by this Section.
- b. Progress payments will be made for silt fence. Fifty percent of the price bid will be paid after installation. The remaining percentage will be paid when the temporary control measure is removed and the remaining area is permanently stabilized.
- c. Payment will not be made for work which is attributed to the Contractor's negligence, carelessness or failure to install temporary or permanent controls in accordance with the contract documents.

B. Mulch - Mulching will only be paid for when directed or approved by the Engineer.

C. Seed and Mulch - Seed and mulch will only be paid for when directed or approved by the Engineer. In addition to the provisions of 209-5.01 of the Standard Specifications, the unit price bid for this item shall include water.

D. Stabilized Construction Entrances

- a. In addition to the provisions of 209-5.01 of the Standard Specifications, the unit price bid for this item shall include any erosion control treatments (temporary mulch, temporary seed and mulch, etc.) required to stabilize an erodible surface produced by the installation of the construction entrance, periodic top-dressing with additional coarse aggregate material, and washing station provisions.
- b. Additional sediment control measures (silt fence, strawbale, etc.) required to control a washing area will be paid for under their respective item(s).

E. Payment will be made under:

Item No.	Item	Pay Unit
118-SWM	Straw/Wood Fiber Mulch – Temporary	Square Yard
118-SM	Seed and Mulch – Temporary	Square Yard
118-SSWM	Seed and Straw/Wood Fiber Mulch – Temporary	Square Yard

TOWN OF RIVERHEAD
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118-S	Strawbale – Temporary	Foot
118-G	Geotextiles	Square Yard
118-SF	Silt Fence – Temporary	Foot
118-D	Drainage Structure Inlet Protection, Prefabricated – Temporary	Each
118-J	Jute Mesh	Square Yard
118-SCE	Stabilized Construction Entrance	Square Yard

END OF SECTION

V. EXHIBIT A

Vendor Name: _____

V. EXHIBIT B

Vendor Name: _____



TOWN SUPERVISOR

SEAN WALTER

TOWN BOARD REPRESENTATIVES

**TIM HUBBARD
JODI GIGLIO
JOHN DUNLEAVY
JAMES WOOTEN**

TOWN OF RIVERHEAD SUFFOLK COUNTY, NEW YORK

NON MOTORIZED RECREATIONAL PATH ENTERPRISE PARK at CALVERTON (EPCAL) PHASES 1 & 2

JUNE 2017

PREPARED BY:

TOWN OF RIVERHEAD ENGINEERING DEPARTMENT

**TOWN ENGINEER - DREW DILLINGHAM, P.E.
ASSISTANT TOWN ENGINEER - ERNESTO ROSINI, P.E.**

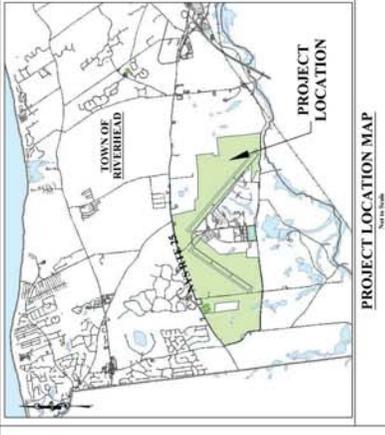


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<u>SHEET NO.</u>	<u>SHEET TITLE</u>
1	COVER SHEET
2	OVERALL MAP
3	LINE RD, SWAN POND RD
4	RIVER RD, EASTERN SECURITY PATH
5	EXISTING RTE 25 SECURITY PATH, and DETAILS
6	PHOTOGRAPHIC LOG



TOWN OF RIVERHEAD
 200 HOWELL AVENUE
 Riverhead, New York 11901

no.	date	description
1	12/7/2016	Title block modifications
2	10/25/2017	modification to location part of path

DATE:	10/25/2017
SCALE:	AS SHOWN
DESIGNED BY:	ALT TRANS COMMITTEE
DRAWN BY:	R. HUBBS

PROJECT TITLE

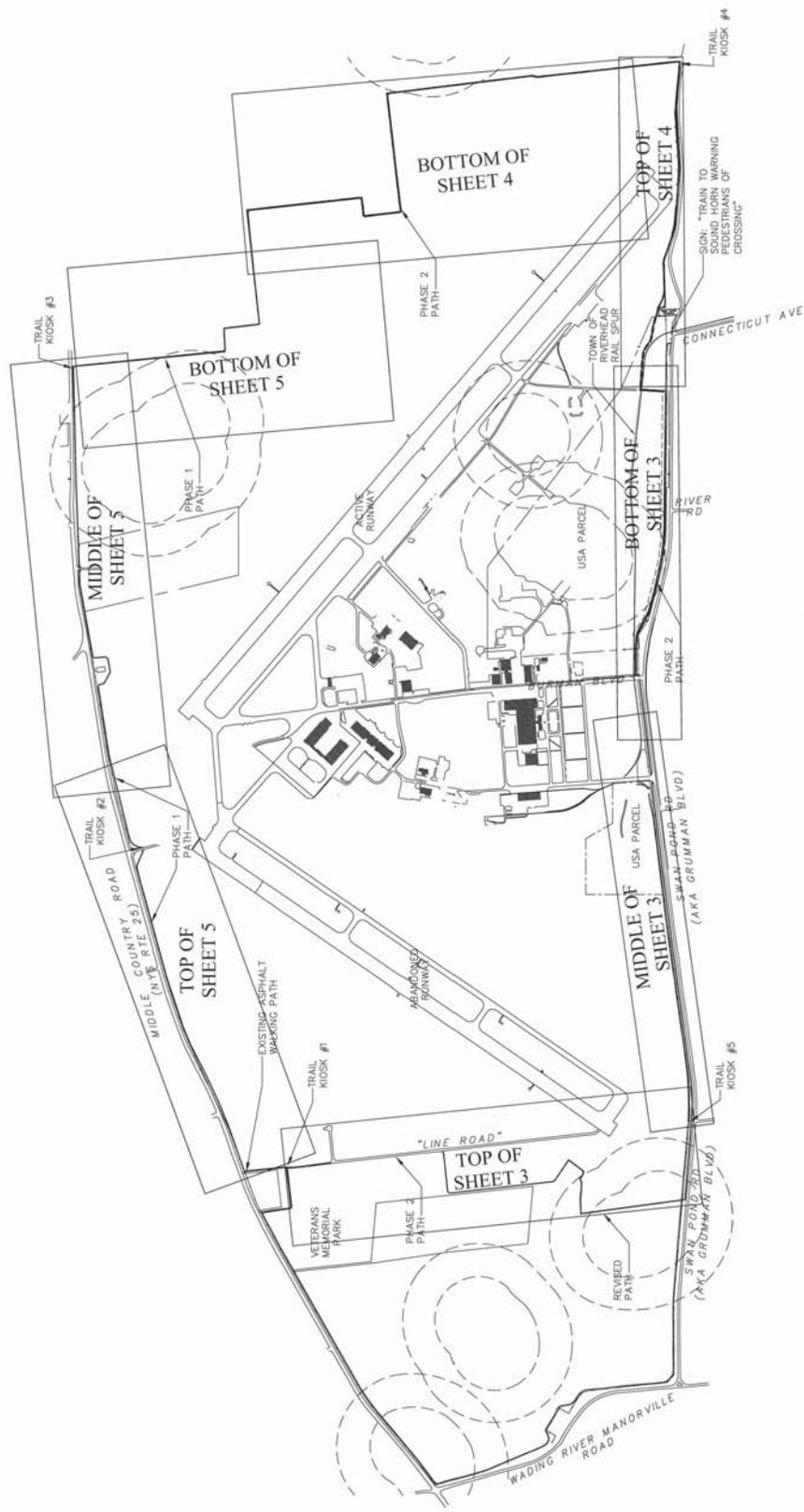
**NON-MOTORIZED
 RECREATIONAL PATH,
 PHASES 1 & 2
 ENTERPRISE PARK AT
 CALVERTON (EPCAL)**

SHEET TITLE

OVERALL LAYOUT

SHEET NUMBER

2 of 6



— CLEARING
 — EXIST. ASPH.
 (NO-CLEARING)





TOWN OF RIVERHEAD
 200 HOWELL AVENUE
 Riverhead, New York 11901

no.	date	description
3	6/20/2017	modification to western part of path

DATE: 03/1/2016
 SCALE: NOT TO SCALE
 DESIGN BY: ALL TRANS COMMITTEE
 DRAWN BY: RHUBBS

**NON MOTORIZED
 RECREATIONAL PATH,
 PHASES 1 & 2
 ENTERPRISE PARK AT
 CALVERTON (EPCAL)**

SHEET TITLE
PHOTOGRAPHIC LOG

SHEET NUMBER
6 of 6

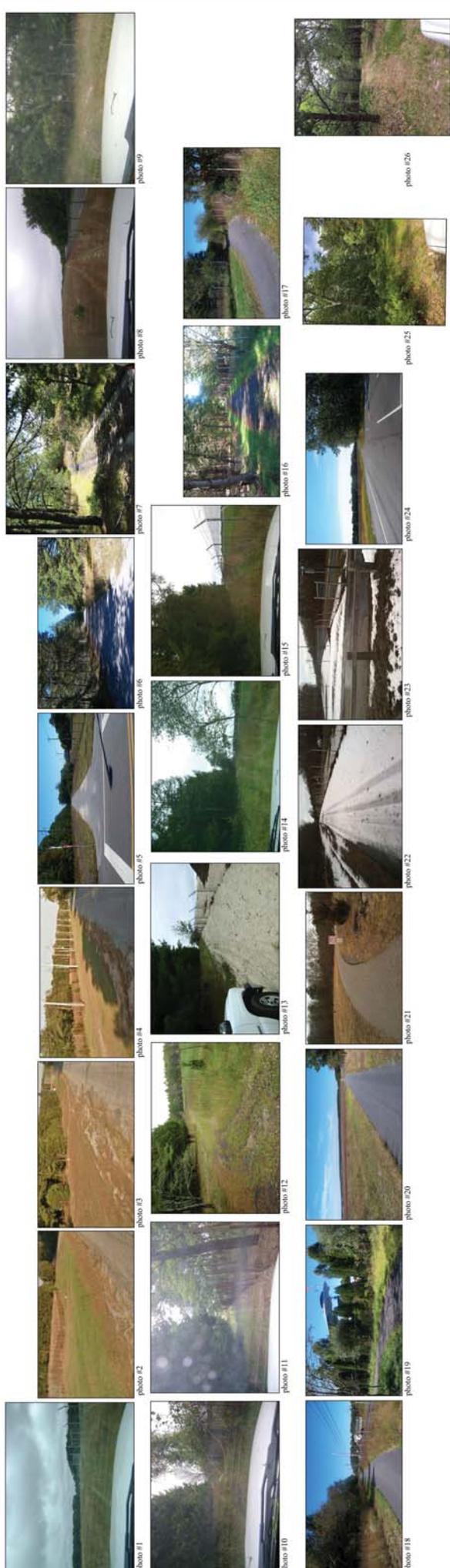
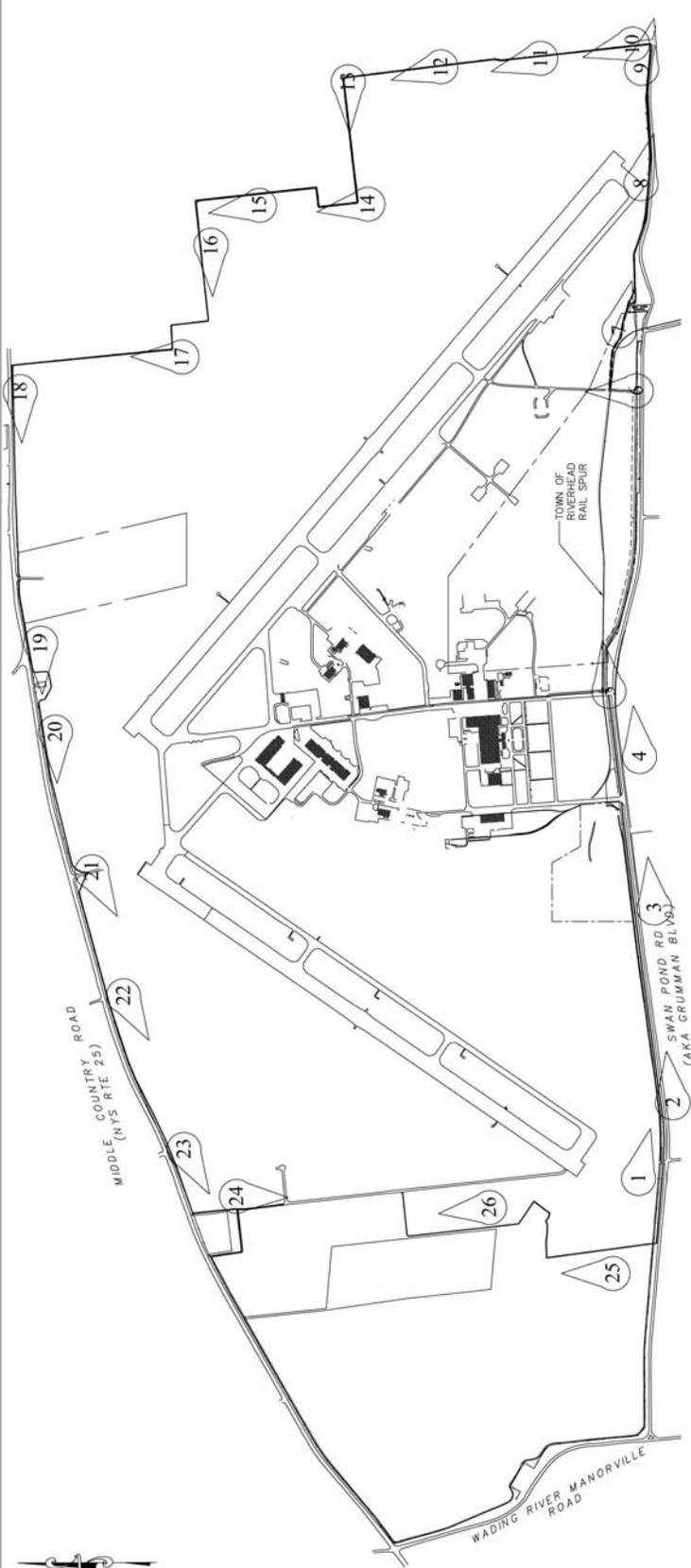
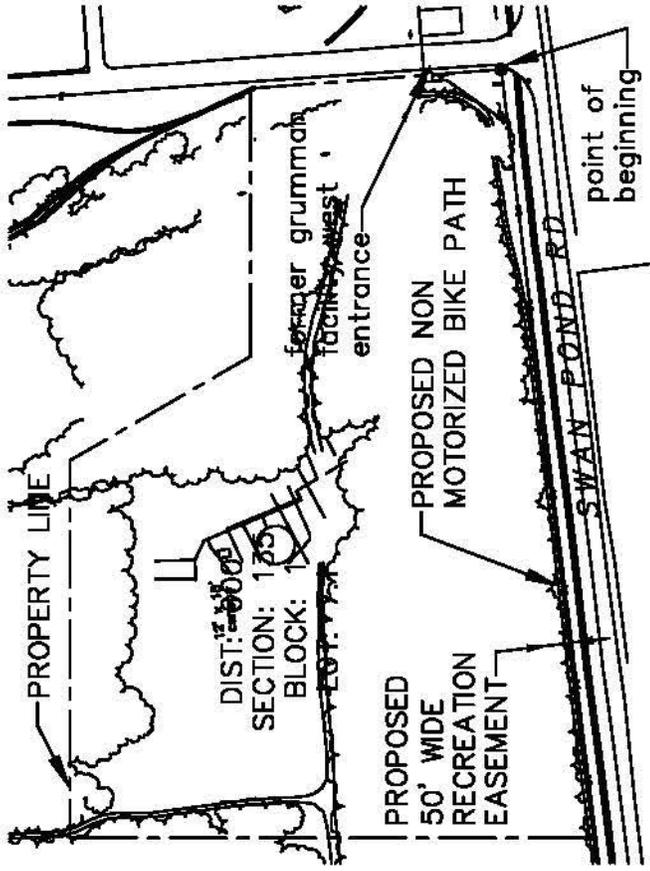
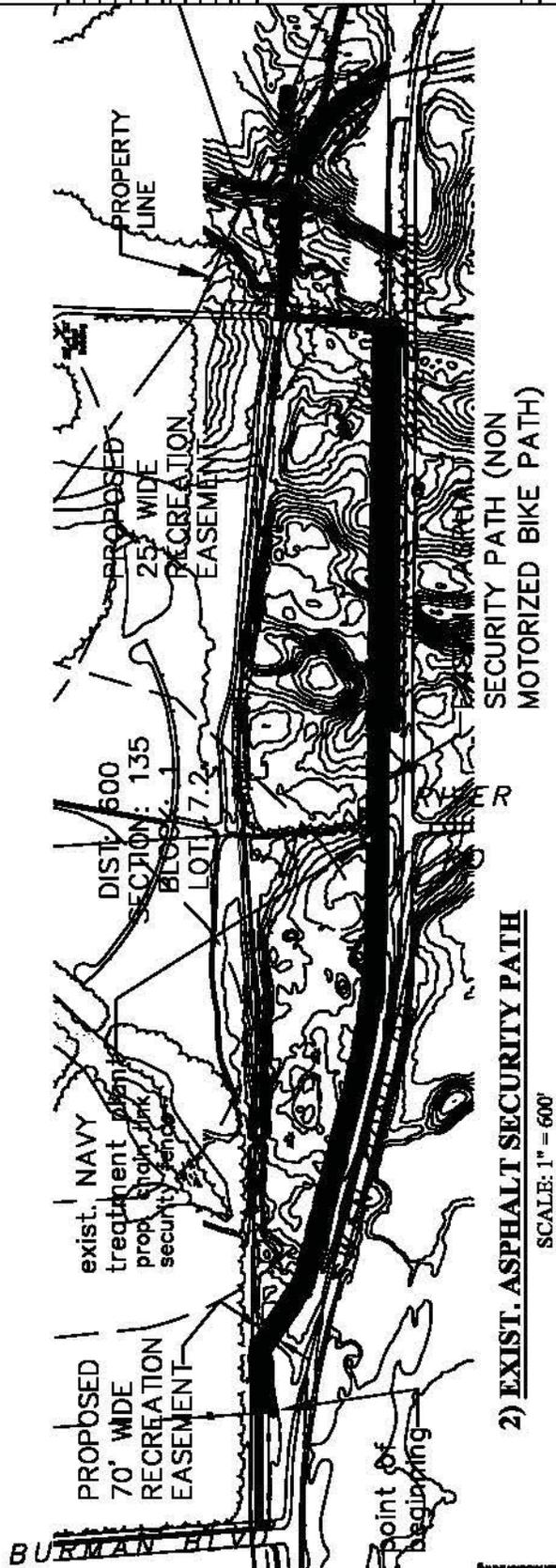


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1) FORMER ENTRANCE/SWAN POND RD

SCALE: 1" = 400'



2) EXIST. ASPHALT SECURITY PATH

SCALE: 1" = 600'



TOWN OF RIVERHEAD
 200 HOWELL AVENUE
 Riverhead, New York 11901

no.	date	description
1	11/13/2014	Recreation path to the west side of Wilds Cemetery

REVISED

DATE:	5/10/2015
SCALE:	AS SHOWN
DRAWN BY:	BJR
DRAWN BY:	BJR

PROJECT TITLE

NON MOTORIZED RECREATIONAL PATH, PHASE II ENTERPRISE PARK AT CALVERTON (EPCAL)

SHEET TITLE
US NAVY PARCEL EASEMENT(S)

SHEET NUMBER

1 of 2

V. EXHIBIT C

Vendor Name: _____

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Rec'd
11-28-16
(P2)

Division of Environmental Permits, Region 1
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790
P: (631) 444-0365 | F: (631) 444-0360
www.dec.ny.gov

Drew Dillingham, P.E.
Assistant Town Engineer
Town of Riverhead
1295 Pulaski St.
Riverhead, NY 11901

November 8, 2016

Re: Modification of DEC Permit # 1-4730-00013 / 00053 EPCAL Non-Motorized
Recreational Path

Dear Mr. Dillingham:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6NYCRR, Part 621) we are enclosing the Town of Riverhead's modified Wild, Scenic & Recreational Rivers System permit authorizing the project to construct a paved path for non-motorized vehicles at the EPCAL property.

The enclosed, modified version of the permit corrects the preparation date issue with the approved plans you brought to my attention. It also corrects a facility and permit number error I noticed when preparing the modified permit. Please note that the correct number for this permit is 1-4730-00013 / 00053, as indicated above and on each page of the modified permit. This number must be used in any and all future correspondence on this permit. The old permit number (1-4730-01465 / 00006) no longer exists.

Also enclosed is a replacement Sheet 1 of 6 of the approved plans bearing the correct 1-4730-00013 / 00053 permit number.

Please replace the permit and Sheet 1 of 6 of the approved plan set you recently received with the enclosed, corrected versions.

I can be reached at george.hammarth@dec.ny.gov or (631) 444-0371 if you have any questions.

Sincerely,



George W. Hammarth
Deputy Regional Permit
Administrator

Enclosures



Department of
Environmental
Conservation

cc: BOH-FW
Wildlife
file

Rec'd
11-28-16


PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To:
TOWN OF RIVERHEAD

200 HOWELL AVE
RIVERHEAD, NY 11901-2515
(631) 727-3200

Facility:
CALVERTON ENTERPRISE PARK (EPCAL
PROPERTY)
4062 GRUMMAN BLVD
CALVERTON, NY 11933

Facility Location: in RIVERHEAD in SUFFOLK COUNTY

Facility Principal Reference Point: NYTM-E: 685.722 NYTM-N: 4531.196
Latitude: 40°54'38.9" Longitude: 72°47'41.1"

Project Location: Pathway Around Perimeter of EPCAL Inside Fence Line

Authorized Activity: Develop an approximately 8.8 mile paved path for non-motorized vehicles and pedestrians around the perimeter and inside the fence line of the EPCAL property. Portions of the 10-foot wide asphalt path will be located within DEC jurisdiction pursuant to the Wild, Scenic and Recreational Rivers System Regulations (6 NYCRR Part 666) and the Freshwater Wetlands Permit Requirements Regulations (6 NYCRR Part 663). The work shall be as shown on the attached set of drawings stamped "NYSDEC Approved 10/31/2016" and further described in Natural Resource Permit Condition 3. By constructing and operating the approved path in conformance with this permit, including all permit conditions and the approved plans, the authorized activity will not require an Endangered Species - Incidental Take (6 NYCRR Part 182) permit.

Permit Authorizations

Wild, Scenic & Recreational Rivers - Under Article 15, Title 27

Permit ID 1-4730-00013/00053

New Permit	Effective Date: <u>10/31/2016</u>	Expiration Date: <u>3/31/2021</u>
Modification # 1	Effective Date: <u>11/8/2016</u>	Expiration Date: <u>3/31/2021</u>

Freshwater Wetlands - Under Article 24

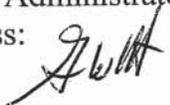
Permit ID 1-4730-00013/00054

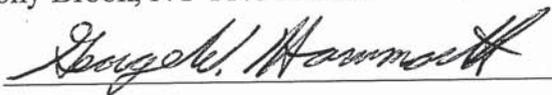
New Permit	Effective Date: <u>10/31/2016</u>	Expiration Date: <u>3/31/2021</u>
Modification # 1	Effective Date: <u>11/8/2016</u>	Expiration Date: <u>3/31/2021</u>



NYSDEC Approval

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: GEORGE W HAMMARTH, Deputy Regional Permit Administrator
Address:  NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY 11790 -3409

Authorized Signature: 

Date 11/8/16

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: WILD, SCENIC & RECREATIONAL RIVERS; FRESHWATER WETLANDS

1. Notice of Commencement At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.

2. Post Permit Sign The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

3. Approved Plans The work authorized by this permit shall be conducted as shown in the attached, six sheet set of drawings by the Town of Riverhead Engineering Department stamped "NYSDEC Approved 10/31/16":

Sheet 1 dated February 2016.

Sheets 2 of 6, 4 of 6 & 5 of 6 dated March 23, 2015.

Sheet 3 of 6 dated March 23, 2015, last revised January 21, 2016.

Sheet 6 of 6 dated January 31, 2016.

4. **Tree Clearing Restriction to Protect Northern Long-Eared Bat** In order to avoid potential impact to the state and federally listed Long-Eared Bat, all tree clearing associated with this project is prohibited between the dates April 1 and October 31.
5. **Permittee Will Work With DEC to Implement Temporary Path Closures to Protect Listed Species** In the event that listed species are found to be nesting in proximity to the authorized path, staff from the Town of Riverhead will coordinate and work with DEC to implement temporary path closures designed to protect the species. This condition supersedes the notes contained in the approved plans.
6. **Permittee Must Install Trailhead Bollards to Prevent Motor Vehicles From Entering Path** The permittee shall install bollards at trailhead locations as shown on the approved plans in order to prevent motor vehicles from entering the authorized path.
7. **DEC Approved Interpretive Signs to be Installed Along Path** The permittee shall install interpretive signage along the authorized path advising users to stay on the path in order to protect ground nesting birds and to avoid disturbing wildlife. The sign language must be approved by the DEC Regional Wildlife Manager prior to the manufacture of the signs. Photographs of an acceptable sign kiosk installed in another important grassland area are attached as examples.
8. **Trash Containers Must be Predator / Scavenger Proof** All trash receptacles installed along the authorized path must be scavenger / predator-proof.
9. **Area Limits** The limits of clearing, grading and ground disturbance line is equal to for the portion/s of the path shown within the WSRR boundary, 3 feet on either side of the proposed path, as shown on the approved plans.
10. **Work Area Limits** Any work, disturbance, and or storage of construction materials shall be confined to within the limit of clearing and ground disturbance as described above.
11. **Straw Bales** Prior to commencement of any construction activities, a continuous row of straw bales shall be staked end to end downslope of any areas of ground disturbance as described above.
12. **Straw Bales to Be Entrenched** Straw bales shall be entrenched two to four inches into the ground.
13. **Maintain Bales** The bales shall be maintained, repaired and replaced as often as necessary to ensure proper function, until all disturbed areas are permanently vegetated. The average useful life of a bale is approximately 3-4 months. Sediments trapped by the bales shall be removed to an approved upland location before the bales themselves are removed.
14. **Seed, Mulch Disturbed Areas** All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two days of final grading, or by the expiration of the permit, whichever is first.
15. **Temporary Mulch, Final Seeding** If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.
16. **Minimum % Vegetative Cover** Suitable vegetative cover is defined as a minimum of 85 % area vegetative cover with contiguous unvegetated areas no larger than 1 square foot in size.



17. Equipment Storage 100' from Wetland, Water Body All equipment and machinery shall be stored and safely contained greater than 100 feet landward of the regulated wetland or water body at the end of each work day. This will serve to avoid the inadvertent leakage of deleterious substances into the regulated area.

18. Clean Fill Only All fill shall consist of clean soil, sand and/or gravel that is free of the following substances: asphalt, slag, flyash, broken concrete, demolition debris, garbage, household refuse, tires, woody materials including tree or landscape debris, and metal objects. The introduction of materials toxic to aquatic life is expressly prohibited.

19. Materials Disposed at Upland Site Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated freshwater wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area.

20. Conformance With Plans All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Town of Riverhead Engineering Dept., six sheets stamped "NYSDEC Approved 10/31/16".

21. Precautions Against Contamination of Waters All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

22. State Not Liable for Damage The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

23. State May Require Site Restoration If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

24. State May Order Removal or Alteration of Work If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall



be made against the State of New York on account of any such removal or alteration.

GENERAL CONDITIONS - Apply to ALL Authorized Permits:

1. Facility Inspection by The Department The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

2. Relationship of this Permit to Other Department Orders and Determinations Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

3. Applications For Permit Renewals, Modifications or Transfers The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator
NYSDEC Region 1 Headquarters
SUNY @ Stony Brook|50 Circle Rd
Stony Brook, NY11790 -3409

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Freshwater Wetlands, Wild, Scenic & Recreational Rivers.

5. Permit Modifications, Suspensions and Revocations by the Department The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
 - e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.
6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

Item B: Permittee's Contractors to Comply with Permit

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

Item C: Permittee Responsible for Obtaining Other Required Permits

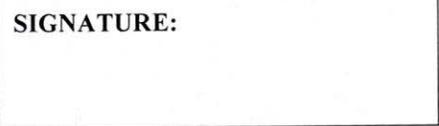
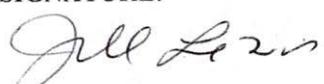
The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

Item D: No Right to Trespass or Interfere with Riparian Rights

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

V. EXHIBIT D

Vendor Name: _____

LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		1a. WORK ORDER NO: 1568966 ALL CORRESPONDENCE MUST REFERENCE: 1b. FILE NO: LIC-O-11310 1c. NAVY CONTRACT NO: N40085-17-RP-00042	
2. PROPERTY LOCATION (<i>Installation Name and Address</i>) 3466 River Road Calverton, NY 11933 Town of Riverhead, Suffolk County New York		3. DATES COVERED FROM: 15 August 2017 THROUGH: 14 August 2022 Provided Licensee has delivered the required insurance certificates to the Licensor.	
4. DESCRIPTION OF PREMISES (<i>Room and building numbers where appropriate</i>) The Southern border of the Naval Weapon Industrial Reserve Plant (NWIRP) at the Calverton Site in New York. 0.9 mile portion of existing paved road that crosses the Southern Boundary of Parcel B2.			
5. PURPOSE AND USE AUTHORIZED (<i>Specific use, times and recurring/part-time basis, and land use controls</i>) The Town of Riverhead desires to complete a non-motorized recreation trail around the perimeter of NWIRP Calverton. Use will be non-exclusive nor inhibit the Governments continued access in order to complete its Mission.			
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY/USMC LOCAL REPRESENTATIVE Mr. Joseph McCloud OPTE3, NAVFAC Midlant 9324 Virginia Ave, Bldg Z-144, Norfolk, VA 23511 757-341-2010 joseph.mccloud@navy.mil	
7. LICENSEE The Town of Riverhead 200 Howell Avenue, Riverhead, NY 11901 631-727-3200 x 225 giglio@townofriverheadny.gov		7a. LOCAL REPRESENTATIVE OF LICENSEE Ms. Jodi Giglio, Councilwoman 200 Howell Avenue, Riverhead, NY 11901 631-727-3200 x 225 giglio@townofriverheadny.gov	
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE			
a. AMOUNT (<i>Each payment</i>)	b. FREQUENCY PAYMENTS DUE	c. FIRST DUE DATE	d. SEND PAYMENT TO: (<i>Name and Mailing Address</i>)
9. EXHIBITS: The following are attached and incorporated into this License - A. MAP/DRAWING/OTHER DESCRIPTION OF LICENSED PREMISES B. GENERAL PROVISIONS C. ENVIRONMENTAL CONDITION OF PROPERTY – RECEIPT HEREBY ACKNOWLEDGED D. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL)			
10. EXECUTION OF LICENSE			
FOR THE SECRETARY OF THE NAVY	NAME: HEATHER STADLER Real Estate Contracting Officer	SIGNATURE: 	DATE:
	NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT:		
LICENSEE I represent that I am authorized to bind Licensee	NAME: 	SIGNATURE: 	DATE: 9/11/17

Ortho-imagery provided by ESRI Online NAIP 2013.06.21



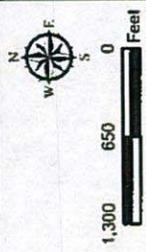
File: P:\Projects\Govt\Projects\NewYork\CLEAN AECOM-EnSafe JV\Calverton\GIS\ProjectData\SummaryReport_2016-03\Figure 1-2 Site Location Map.mxd

EXHIBIT (A)

Figure 1 - 2
Date: 4/12/2016
Project #: 60264489



Site Location Map
NWIRP Calverton
Calverton, New York



- Legend**
- Pond
 - Property Line



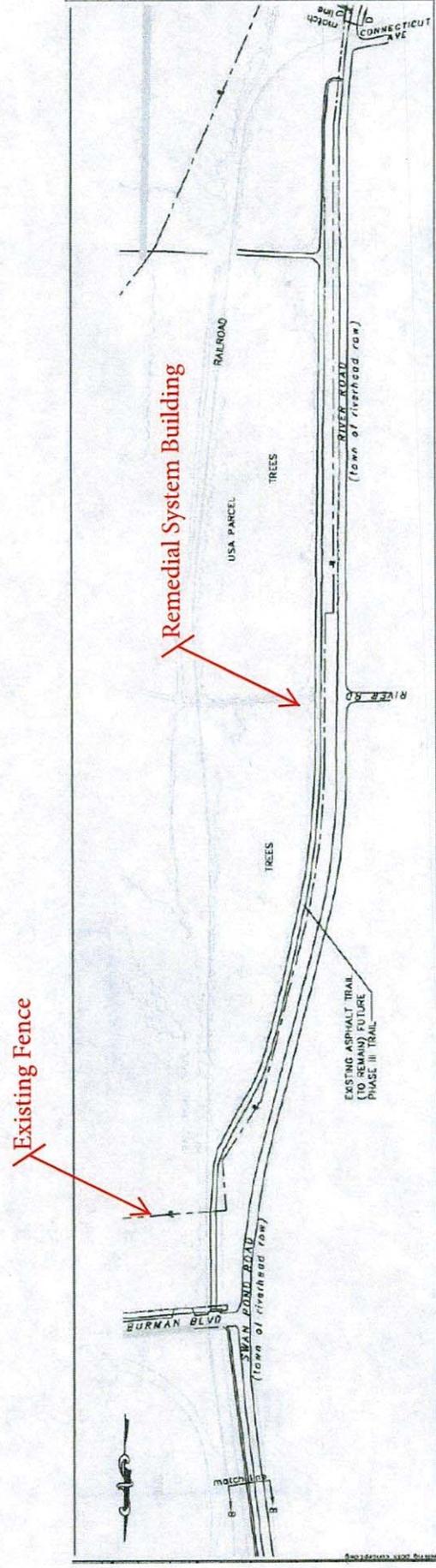
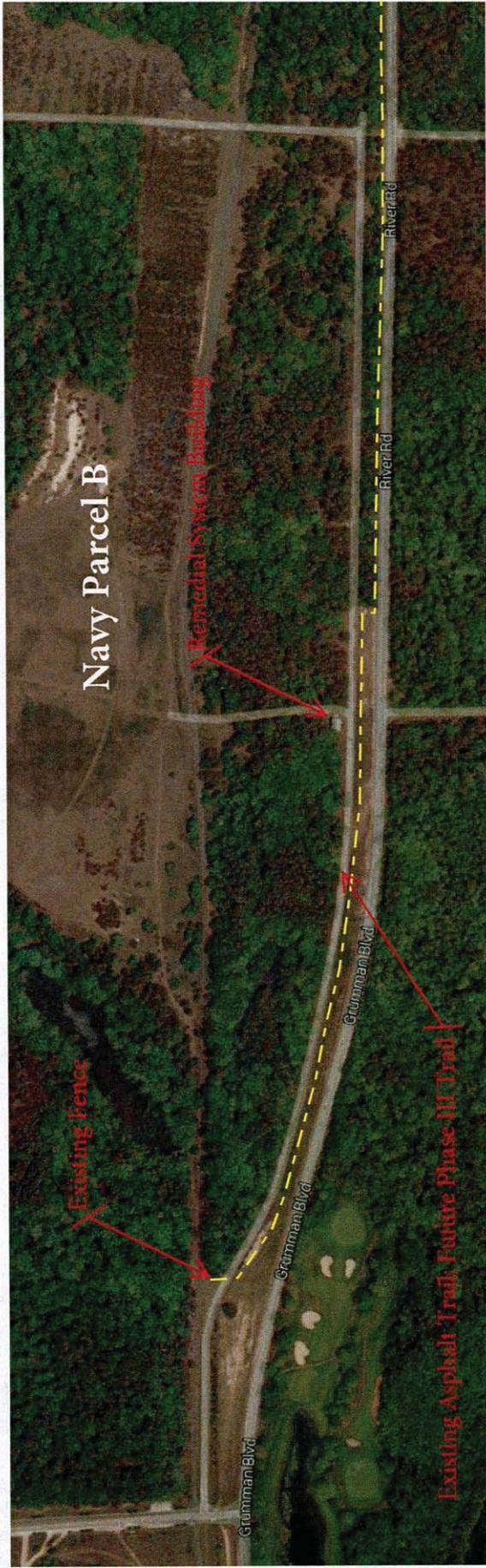


EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licensor grants to the Licensee the right to use the premises or facilities described in block 4 and Exhibit "A" ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the RAPIDGATE, Defense Biometric Identification System (DIBS) or any similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.
2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensor or its authorized representative.
3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.
4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee, and grants no interest in the real property of the Licensor.
5. UTILITIES AND SERVICES. If utilities and services are furnished to the Premises, the Licensee agrees to reimburse the Licensor for the cost as determined by the Licensor in accordance with applicable statutes and regulations. The Licensor shall not provide any utilities or services to the Premises. If the Licensor subsequently does provide utilities or services, the licensee shall reimburse the Licensor for all provided utilities or services and this agreement shall be modified accordingly.

Reimbursement for Utilities and Services			
Amount (Each Payment)	Frequency Payments Due	First Due Date	To (Mailing Address)
Utilities / Services Furnished Are:			
<input type="checkbox"/> Electricity	<input type="checkbox"/> Gas/Oil	<input type="checkbox"/> Water/Sewer	<input type="checkbox"/> HVAC/ Steam Heat
<input type="checkbox"/> Telephone	<input type="checkbox"/> Internet	<input type="checkbox"/> Other:	<input type="checkbox"/> Garbage/Refuse/Recycling
		<input type="checkbox"/> None	

6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.
7. IMPROVEMENTS AND RESTORATION. No additions to, or alterations of, the Premises shall be made without the prior consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
8. INDEMNIFICATION.
 - a. The Licensee releases the Licensor and its employees from liability for death or injury to persons at the Premises.
 - b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensor and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensor.

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

c. The Licensee shall indemnify and save harmless the Licensor, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.

d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

9. INSURANCE. The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)	\$3,000,000	Worker's Compensation	PER STATE LAW
Bodily Injury (Single Limit)	\$100,000		
Property Damage	\$100,000		
Fire/Legal Liability			
Deductible	\$10,000		

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance to the Licensor.

10. DAMAGE TO THE PREMISES.

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to effect the repair. In the event the Licensee shall not have been required to effect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this license. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, or national origin. Non-discrimination 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 selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or hazardous material within the Premises. Licensee will manage, control

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans including but not limited to Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

17. ENVIRONMENTAL CONDITION OF PREMISES. Exhibit "C", Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the notifications contained in Exhibit "C" and shall comply with all restrictions set forth therein.

18. JOINT INSPECTION AND INVENTORY REPORT (NON-ENVIRONMENTAL). A Joint Inspection and Inventory Report (JIIR) has been conducted by representatives of the Licensor and the Licensee documenting the condition of the Premises. The report is attached to this License and made a part hereof as Exhibit "D". The Premises shall be delivered to the Licensee on an "As Is, Where Is" basis, and, as such, Licensor makes no warranty relative to the Premises as to its usability generally or as to its fitness for any particular purpose. Any safety and/or health hazards identified and listed as such in the JIIR shall be corrected at the Licensee's expense prior to use and occupancy of the relevant portion of the Premises. Such safety and/or health hazards shall be limited to those identified in the JIIR. In the event this License is terminated and the parties have not agreed to enter into a new License, or another agreement, Licensee shall return the Premises to the Licensor in the same condition in which it was received, reasonable wear and tear and Acts of God excepted. Licensee may, at its expense and with prior written approval of the Licensor: (a) replace any personal property with personal property of like kind and utility, (b) replace any personal property in a good and workmanlike manner, and (c) dispose of any worn out, obsolete or non-functioning personal property, in accordance with applicable laws and regulations. Licensor shall not unreasonably withhold or delay granting its approval to Licensee's request for such actions.

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the premises and updating the Environmental Condition of Property.

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

- a. This license is not subject to the requirements of this section; or,
- b. ~~This license is subject to the requirements of this section and said requirements have been met.~~

22. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

- 1. Addition – Defense Identification Biometric System DIBS
- 5. Stricken - The Government will not be providing the Town with use of Utilities. Non-Stricken language added

Environmental Condition of Property (ECP) Checklist

Title:	Town of Riverhead License; Non-motorized trail
Installation:	NWIRP Calverton
Parcel/Site Location and Description:	Parcel B / Site 6A - Southern Area.
Proposed Real Estate Action Description:	The Town of Riverhead desires a license to utilize 0.9 mile portion of an existing paved road that crosses the southern boundary of Parcel B for the purpose of completing a non-motorized recreational trail around the perimeter of the former NWIRP Calverton.
Site Summary Information	
<p>1. Information regarding site uses and any hazardous materials, contamination, or conditions. All available and pertinent files, records, reports and aerial photographs were reviewed and, where necessary, a site inspection and/or personal interviews were conducted to document the environmental conditions of the property to support the proposed real estate action. A summary of the conditions, sources of information (including location), and any required use restrictions is provided for each environmental condition.</p>	
A. Parcel/Site Uses:	
Prior Uses:	The Fuel Calibration Area (Installation Restoration [IR] Site 6A), Engine Test House (IR Site 10B), and Lunar Test Site located on Parcel B supported industrial activities at NWIRP Calverton including; assembly, testing, flight-testing, refitting and retrofitting of Naval aircraft.
Current Uses:	Environmental Investigation and Remediation
Future Uses:	Non-motorized recreational trail. The parcel will be conveyed to the Community Development Agency of the Town of Riverhead, New York for economic redevelopment as authorized by Congressional Legislation PL 109-337.
B. Contaminants:	
	Yes
If yes, identify contaminant & media:	Chlorinated and non-chlorinated volatile organic compounds (VOCs); groundwater
Source of information:	Site Inspection. (Operable Unit 3 [OU 3] Remedial Design, Site 6A - Southern Area)
Restrictions or Land Use Controls:	Yes
If yes, please identify and explain in detail in Section 2 below.	
C. Hazardous Materials Use:	
	No
Hazardous Materials Storage:	No
Type of HM:	n/a
Type of Use and/or Storage:	n/a
Source of information:	Site Inspection
Restrictions or Land Use Controls:	No
If yes, please identify and explain in detail in Section 2 below.	
D. Treatment, Storage, Disposal of Hazardous Waste:	
	No
Source of information:	Site Inspection. Investigation derived waste (IDW) is currently stored at building 06-63 on Parcel B. All IDW generated in 2016 was classified as non-hazardous. No hazardous waste is currently stored or expected to be stored on Parcel B.

Environmental Condition of Property (ECP) Checklist

Restrictions or Land Use Controls:

If yes, please identify and explain in detail in Section 2 below.

E. Underground Storage Tanks:

UST No. Gals.

Source of information:

Site Inspection (no pads, piping, or vents were found on the parcel). USTs were present at the Fuel Calibration Area, and Engine Test House and have since been removed (Final Basewide Phase I Environmental Baseline Survey (EBS) of NWIRP Calverton, NY. 1997)

Restrictions or Land Use Controls:

If yes, please identify and explain in detail in Section 2 below.

F. Above-Ground Storage Tanks:

AST No. Gals.

Source of information:

Site Inspection. ASTs were present at the Fuel Calibration Area, Engine Test House, and Lunar Test Site, and have been removed (Final Basewide Phase I EBS of NWIRP Calverton, NY. 1997; and Tank Closure/Construction Completion Report. 2016)

Restrictions or Land Use Controls:

If yes, please identify and explain in detail in Section 2 below.

G. Presence of Polychlorinated Biphenyl's (PCB's):

Source of information:

Site Inspection. There is one (non-PCB) transformer located on Parcel B at the Fence Line Treatment Plant installed in 2013.
PCB-containing transformers were located on fenced concrete pads at the Old Fuel Calibration Area and Engine Test Area. PCB impacted soil was removed in 2009 (Construction Completion Report Remediation of Site 6A Old Fuel Calibration Area Removal Actions NWIRP Calverton, New York. 2010)

Restrictions or Land Use Controls:

If yes, please identify and explain in detail in Section 2 below.

H. Asbestos:

If yes:

Source of information:

An asbestos survey has not been conducted on buildings 06-63 (A/C Run-up) and 06-56 (Engine run-in control house).

Restrictions or Land Use Controls:

If yes, please identify and explain in detail in Section 2 below.

I. Lead Paint:

Source of information:

The age of buildings 06-63 (A/C Run-up) and 06-56 (Engine run-in control house) indicates that lead paint could be on some surfaces, but no specific records indicating such could be located.

Environmental Condition of Property (ECP) Checklist

Restrictions or Land Use Controls:	Yes
If yes, please identify and explain in detail in Section 2 below.	
J. Radon:	Unknown
<u>Source of information:</u>	No radon testing has been performed on Parcel B or at NWIRP Calverton. The EPA Radon Zone Map shows this parcel in Zone 3 which has predicted average indoor radon screening levels less than 2 pCi/L.
Restrictions or Land Use Controls:	No
If yes, please identify and explain in detail in Section 2 below.	
K. Radiological Materials:	No
<u>Source of information:</u>	Site Inspection. (Final Basewide Phase I EBS of NWIRP Calverton, NY. 1997)
Restrictions or Land Use Controls:	No
If yes, please identify and explain in detail in Section 2 below.	
L. Solid/Bio-Hazardous Waste:	No
<u>Source of information:</u>	Site Inspection. (Final Phase II EBS [Zone I - Inside Fence Sites]. 1997)
Restrictions or Land Use Controls:	No
If yes, please identify and explain in detail in Section 2 below.	
M. Munitions and Explosives of Concern:	No
<u>Source of information:</u>	Site Inspection. (Final Basewide Phase I EBS of NWIRP Calverton, NY. 1997)
Restrictions or Land Use Controls:	No
If yes, please identify and explain in detail in Section 2 below.	
N. Threatened or Endangered Species:	Yes
<u>Source of information:</u>	No federally listed threatened or endangered species reside within Parcel B (Final Basewide Phase I EBS of NWIRP Calverton, NY. 1997). However, the New York State Department of Environmental Conservation (NYSDEC) has designated Runway Pond 3 located on Parcel B, as "significant habitat" providing outstanding habitat for the tiger salamander (<i>Ambystoma tigrinum</i>), listed by New York State as endangered. Additionally, NYDEC's Natural Heritage Program shows a 1984 siting at coordinates corresponding to Runway Pond 3. (Final Phase II EBS [Zone I - Inside Fence Sites]. 1997)
Restrictions or Land Use Controls:	Yes
If yes, please identify and explain in detail in Section 2 below.	
O. Natural or Cultural Resources:	Yes
<u>Source of information:</u>	NWIRP Calverton, NY Natural Resources Management Plan (1989). Long Island Pine Barrens Protection Act
Restrictions or Land Use Controls:	Yes
If yes, please identify and explain in detail in Section 2 below.	

P. Use of Adjacent Property:	
Current Use:	Town of Riverhead (Economic Redevelopment/Conservation); Suffolk County (Conservation/Recreation); Peconic River Sportsman's Club (Recreation/Residential); NYSDEC (Conservation/Recreation)
Past Use:	Industrial (assembly, testing, flight-testing, refitting and retrofitting Naval aircraft); undeveloped buffer lands
Source of information:	Site Inspection. (Final Basewide Phase I EBS of NWIRP Calverton, NY. 1997)
Restrictions or Land Use Controls:	No
If yes, please identify and explain in detail in Section 2 below.	
Q. Has the site had any Notices of Violation? No	
If yes, please explain:	n/a
Source of information:	n/a
Restrictions or Land Use Controls:	No
If yes, please identify and explain in detail in Section 2 below.	
R. Additional information or comments regarding questions shown above (<i>attach sheet(s) if additional room is needed</i>):	
n/a	
Source of information:	n/a
Restrictions or Land Use Controls:	No
If yes, please identify and explain in detail in Section 2 below.	
2. List of Restrictions or Land Use Controls (if any) required for Real Estate Action:	
<p>Section B. Extraction of groundwater from within the boundaries of Parcel B for the purpose of a potable water supply is prohibited. The potential for soil vapor intrusion will be evaluated for any new building constructed on Parcel B. If necessary, implementation of appropriate mitigation will be implemented. Excavated soil shall be fully classified prior to off-site disposal.</p> <p>Section H. No modification to buildings 06-63 and 06-56 shall be done until an asbestos survey has been completed.</p> <p>Section I. No modification to buildings 06-63 and 06-56 shall be done until an evaluation of paint for lead due to LBP concerns.</p> <p>Section N. Adverse modification of occupied habitat is regulated by NYSDEC.</p> <p>Section O. The Peconic River and tributaries are classified as a "Scenic River" under the New York Wild, Scenic, and Recreation River System Act. The southern portion of Parcel B including the area of the existing paved road is within the defined Peconic River Scenic River Corridor and as such activities and development are restricted by Section 666.21 of the New York Wild, Scenic, and Recreation River System Act.</p> <p>Additionally, all of Parcel B is classified as "Compatible Growth Area" under the Long Island Pine Barrens Protection Act, and as such development on Parcel B may be subject to review by the Central Pine Barrens Joint Planning and Policy Commission.</p>	

Environmental Condition of Property (ECP) Checklist

3. Signature:

Based on the records reviews, site inspections, and interviews conducted for the proposed real estate action, the environmental conditions of the property are as stated in this document and this property is suitable for outgrant or transfer with the inclusion of the restrictions or Land Use Controls (if any) identified above.

ECP Checklist Preparer:

Joseph McCloud

Print Name

Feb 22, 2017

Date

PWD Environmental:

MCLOUD.JOSEPH.R.1511465768
Digitally signed by MCLOUD.JOSEPH.R.1511465768
 DN: c=US, o=U.S. Government, ou=DoD, ou=PR, ou=USN,
 cn=MCLOUD.JOSEPH.R.1511465768
 Date: 2017.02.22 08:22:11 -0500

Signature

Remedial Project Manager

Title

Joseph McCloud

Print Name

Feb 22, 2017

Date

Environmental Professional (EBL(EV3)):

SCHIRMER.ROBERT.G.1229337374
Digitally signed by SCHIRMER.ROBERT.G.1229337374
 DN: c=US, o=U.S. Government, ou=DoD, ou=PR, ou=USN,
 cn=SCHIRMER.ROBERT.G.1229337374
 Date: 2017.03.07 14:12:12 -0500

Signature

NAVFAC Midlant ER Mgr

Title

Robert G Schirmer

Print Name

Mar 7, 2017

Date

Real Estate Professional:

The real estate professional(s) acknowledge these restrictions or Land Use Controls (if any) identified above and will ensure they are made apart of the outgrant document.

WHITBY.WILLIAM.S.1264993942
Digitally signed by WHITBY.WILLIAM.S.1264993942
 DN: c=US, o=U.S. Government, ou=DoD, ou=PR, ou=USN,
 cn=WHITBY.WILLIAM.S.1264993942
 Date: 2017.03.14 13:17:40 -0400

Signature

Realty Specialist

Title

W. Seth Whitby

Print Name

Mar 14, 2017

Date

Property Owner (Activity or Region):

The property Owner (Activity or Region) acknowledges and accepts the foregoing statement of environmental conditions and the restrictions or Land Use Controls (if any) that will be required for this real estate outgrant..

William S. Cords

Signature

Director Infrastructure & Safety Business Ops, NAVAIR

Title

William Cords

Print Name

Mar 29, 2017

Date

5090
N453
28 Mar 17

DEPARTMENT OF THE NAVY
Naval Weapons Industrial Reserve Plant Calverton

NATIONAL ENVIRONMENTAL POLICY ACT OF 1969
ENVIRONMENTAL IMPACT ASSESSMENT
RECORD OF CATEGORICAL EXCLUSION

This document memorializes the determination of the below named action proponent, as per 5090.1, Environmental Readiness Manual, that neither an Environmental Assessment nor Environmental Impact Statement need be prepared for the following proposed action:

Non-Motorized Trail, Parcel B, Town of Riverhead, NY

Action Proponent: Navy Region Mid-Atlantic, Joseph McCloud

Description of Proposed Action: The Navy will issue a real estate instrument to grant the Town of Riverhead, NY a license to utilize an existing Parcel B paved perimeter road as part of a planned non-motorized recreation trail.

Applicable Categorical Exclusion: The action proponent has determined that the following Categorical Exclusion is applicable to the proposed action:

CATEX 32 - Renewals and/or initial real estate in grants and out grants involving existing facilities and land wherein use does not change significantly (e.g., leasing of federally-owned or privately owned housing or office space, and agricultural out leases).

Facts Supporting Categorical Exclusion:

The trail will utilize an existing paved road for access. An archeological study of the project area was conducted with no findings. The lease agreement calls for the installation of a security fence around the Navy's water treatment facility adjacent to the proposed trail. There are Land Use Controls (LUCs) in place in the project area, but passive pedestrian use is compatible with those LUCs.

Consideration of Circumstances Precluding Categorical Exclusion:

A proposed action shall not be categorically excluded if it:

- a. Would adversely affect public health or safety;
- b. Involves effects on the human environment that are highly uncertain, involve unique or unknown risks, or which are scientifically controversial;
- c. Establishes precedents or make decisions in principle for future actions that have the potential for significant impacts;
- d. Threatens a violation of Federal, State, or local environmental laws applicable to DON; or
- e. Involves an action that, as determined in coordination with the appropriate resource agency, may:
 - (1) Have an adverse effect on Federally-listed endangered and threatened species or marine mammals;
 - (2) Have an adverse effect on coral reefs or on Federally-designated wilderness areas, wildlife refuges, marine sanctuaries, or park lands;
 - (3) Have an adverse effect on the size, function, or biological value of wetlands and is not covered by a nationwide or regional permit;
 - (4) Have an adverse effect on archaeological resources or resources (including but not limited to ships, aircraft, vessels and equipment) listed or determined eligible for listing on the National Register of Historic Places; or
 - (5) Result in an uncontrolled or unpermitted release of hazardous substances or require a conformity determination under standards of the Clean Air Act General Conformity Rule.

RECORD OF CATEGORICAL EXCLUSION

None of the foregoing conditions are present in this case:

As per the OPNAV 5090.1, Section 10-2.14(c) the project would not adversely affect public health or safety, threaten a violation of environmental laws, adversely affect Federally-listed threatened or endangered species, adversely affect wetlands or archeological resources, or meet any other of the conditions in the Section that would preclude the use of a CATEX.

See attached NEPA Environmental Checklist.

Retention: This document shall be retained for a period of not less than 6 years.

JONES.MICHAEL
.H.1050421968

Digitally signed by
JONES.MICHAEL.H.1050421968
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USN,
cn=JONES.MICHAEL.H.1050421968
Date: 2017.04.19 10:15:55 -04'00'

Michael H. Jones
Director, Environmental
Planning and Conservation
By direction

Enclosures:
Environmental Checklist

Copy to:
COMNAVREG MIDLANT (EV21)
COMNAVREG MIDLANT (OGC)

JOINT INSPECTION AND INVENTORY REPORT

Agreement Number: LIC-O-11310 Contract Number: N40085-17-RP-00042	
Address of Premises: 3466 River Road Calverton, NY 11933	
Date of Report: 4/04/2017	Anticipated Date of Possession:
Description of Premises: This Joint Inspection and Inventory Report (JIIR) documents the condition of agreed use for space in the southern boundary of NWIRP Calverton.	
CONDITION OF PREMISES	
<p>THE GENERAL CONDITION AND STATE OF REPAIR OF THE DESCRIBED PREMISES SHOULD BE NOTED BELOW. IN THE FIRST COLUMN, PROVIDE A DESCRIPTION OF THE ITEM (E.G. ENTRY DOOR, CEILING TILE, BATHROOM SINK). IN THE SECOND COLUMN, PUT THE APPLICABLE CODE FROM THE LIST BELOW. IN THE THIRD COLUMN, PROVIDE A BRIEF DESCRIPTION OF THE CONDITION OF THE ITEM.</p> <p>UNLESS OTHERWISE NOTED, FACILITIES ARE DEEMED TO BE FREE OF DEFECTS OR HAVE NO PROBLEMS OF SIGNIFICANCE TO REPORT.</p> <ul style="list-style-type: none">A. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that require immediate repair by the HOST prior to occupancy.B. Item fails to function properly and requires the immediate repair by the HOST prior to occupancy.C. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that do not require immediate repair by the HOST, but which must be repaired within 60 days of occupancy.D. Item fails to function properly and requires repair by the Lessor within 60 days of occupancy.E. Item contains chips, cracks, holes, stains, wear and tear, water damage, or other defects that are noted in the remarks section that do not require repair by the HOST, but are noted by this report as existing conditions that do not require restoration by the TENANT at the end of tenancy.F. Item fails to function properly but does not require repair by the HOST, but is noted by this report as an existing condition that does not require restoration by the TENANT at the end of tenancy. <p>Attach photos of facility and of items listed below that contain defects.</p>	

Item	Condition Code	Remarks
Paving		SEAMS,
Roadsides		
Fence		BARBED WIRE FALLING DOWN IN PLACES TREES DOWN ON FENCE
Treatment Building		
Appurtenances		
Utilities		
Right-of-way		

SIGNATURES. The parties signatures below document the condition of the use of space at the Southern Border of the Recreation Trail at Naval Weapon Industrial Reserve Plant Calverton, New York.

TOWN OF RIVERHEAD
TENANT REPRESENTATIVE:

Drew Dillingham
Name

4 April 2017
Date

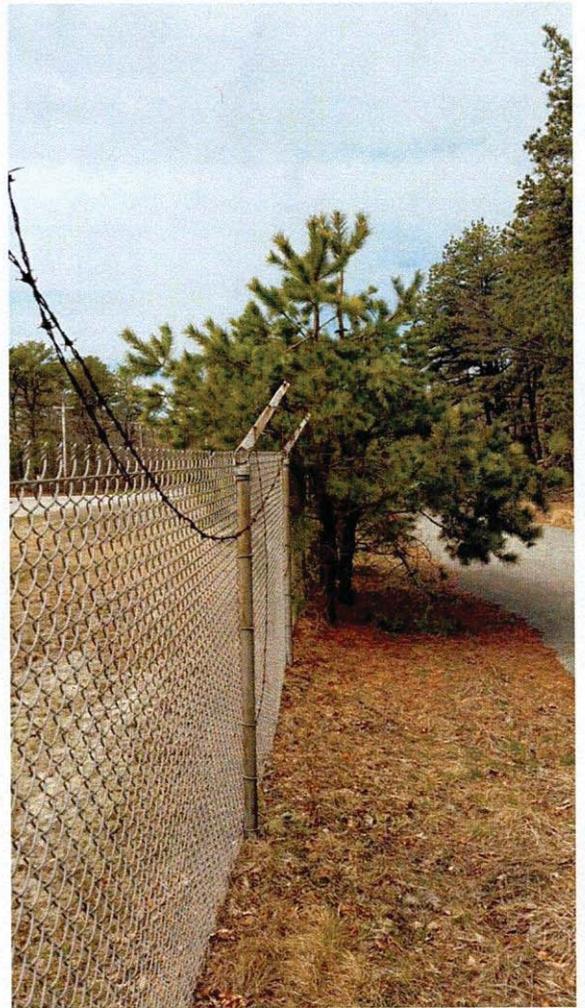
Drew Dillingham
Printed Name

US NAVY REPRESENTATIVE

Jm
Name

4 April 2017
Date

Joseph McCloud
Printed Name



VI. BID SHEET
EPCAL WALKING TRAIL 2018 CONSTRUCTION CONTRACT 2018

Item No.	Description	Unit	Estimated Quantity	Unit Cost	Total Price
1	Clearing and Grubbing	Acres	5		
2	Unclassified Excavation	Cubic Yards	5400		
2U	Removal of Unsuitable Material	Cubic Yards	100		
3S-GS	Embankment - Grading Subgrade	Square Yards	33000		
4-P	Recycled Concrete Aggregate	Cubic Yards	3700		
44	Elastomeric Pavement Crack Sealant	Linear Feet	4000		
49	Rut Avoidance Asphalt Concrete, Type 6FRA Top Course	Ton	3800		
108-6'	Vinyl Coated Chain Link Fencing	Linear Feet	120		
108SG-6'	Vinyl Coated Chain Link 3' Single Gate	Each	2		
108DG-6'	Vinyl Coated Chain Link 8' Double Gate	Each	1		
112	Topsoil and Seed	Square Yards	6400		
118-S	Silt Fence - Temporary	Linear Feet	5000		
118-SF	Strawbale - Temporary	Linear Feet	5000		

VENDOR NAME

VENDOR SIGNATURE

Total Bid Price

ESTIMATED QUANTITIES LISTED ARE SOLELY FOR BIDDING PURPOSES. THE TOWN RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS DEEMED NECESSARY. ITEMS FROM AWARD MAY BE UTILIZED WITH OUT UTILIZING SOME OR ALL ITEMS

VIII. BIDDER QUALIFICATIONS

All questions must be answered and the information given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets.

Section A.

1. Name of Offeror/Organization:

2. Main Office

Address: _____

3. When Organized:

4. If a Corporation, Indicate State Incorporated

In: _____

5. **NAME OF PARTNERS HOME ADDRESS OF PARTNERS**

(If Bidder is a FIRM, state here the name and home address of each member thereof)

If Bidder is a CORPORATION, complete the information below:

Name and Address of President:

Name and Address of Vice President:

Name and Address of Secretary: _____

6. Does any other Lessee/Contractor, vendor or person have, hold, or may derive any actual or beneficial percentage of interest in any other form of ownership of the Offeror in an amount of 5% or more? Yes/No _____

If yes, please provide:

Name: _____

Vendor Name: _____

Address: _____

Section B.

Provide information below regarding similar Leases/Contracts held:

Organization Name: _____ Contact Person (Name and Phone Number): _____

Amount of Lease/Contract: _____

Date Completed: _____

Section C.

1. Have you ever failed to complete any Lease/Contract awarded to you?

Yes/No _____

2. Have you ever defaulted on a Lease/Contract? Yes/No _____ If yes, state where and why:

3. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a Lease/Contract? Yes/No _____

If yes, state name of individual, other organization and reason:

4. Has any officer or partner of your organization ever failed to complete a Lease/Contract in his/her own name? Yes/No _____ If yes, state name and reason:

5. In what other lines of business are you financially interested?

Vendor Name: _____

6. Who will personally supervise this Lease/Contract?

Name	Phone Number	Title
<hr/>		

7. Do you have, or can you obtain, sufficient personnel and equipment to perform this Lease/Contract as required by the "Bid Proposal"? Yes/No _____

8. Provide names and phone numbers of local (Long Island) government references:

9. Provide contact names and phone numbers for emergencies that require an immediate response:

Day: _____ Night: _____

10. List all major equipment you will utilize to perform all work. Indicate whether you currently own or lease the equipment, or will lease it (attach a separate sheet if necessary).

11. Successful Offeror shall provide the Town, at the signing of the Lease/Contract, the following information:

- a. Table of Organization of the LESSEE/CONTRACTOR showing the names and addresses of all individuals serving on the Board of Town Engineers or comparable body of the LESSEE/CONTRACTOR.
- b. Proof of financial capability and a detailed financial statement.

Vendor Name: _____

Section D.

(*Delete phrases that are not applicable)

I, _____ the *(applicant herein),
(an officer or agent of the corporate applicant) namely its _____,(list
corporate interest) (swears) or (affirms) under the penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

<u>NAME</u>	<u>ADDRESS</u>	<u>DATE OF BIRTH</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(In case of corporations, all officers of the corporation and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary).

2. The following person(s) listed immediately above are related by blood or marriage to an officer or employee of the OWNER. Attach an additional sheet, if necessary.

<u>NAME</u>	<u>RELATIONSHIP</u>	<u>NAME/POSITION OF EMPLOYEE/OFFICER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

Legal Name of Person/Firm/Corporation
By: _____

Vendor Name: _____

IX. GENERAL MUNICIPAL LAW - SECTION 103-a and 103-b

GROUND FOR CANCELLATION OF LEASE/CONTRACT BY MUNICIPAL CORPORATIONS

Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or Lease/Contract had with the State, and political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof 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 Lease/Contract,

- a) such person, and any firm, partnership or corporation, of which he is a member, partner, Town Engineer or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Lease/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 Lease/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, Town Engineer or officer may be cancelled or terminated by the municipal corporation without 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 shall be paid.

This condition shall be further subjected to any other provisions or subsequent amendments to Section 103-a and 103-b of the General Municipal Law.

In acknowledgment of the above:

Offeror's Business Name: _____

Signed by: _____

Title: _____

Date: _____

Vendor Name: _____

X. GENERAL MUNICIPAL LAW – SECTION 103-d

Non-Collusive Bidding Certificate

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of his knowledge and belief:

- (A) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, and for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor or potential competitor;
- (B) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to the opening, directly or indirectly to any other bidder, competitor or potential competitor;
- (C) No attempt has been 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.

I hereby affirm, under the penalty of perjury, the foregoing statement is true:

Signed by: _____

Title: _____

Date: _____

Vendor Name: _____

XI. IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). 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.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the TOWN OF RIVERHEAD receive information that a person is in violation of the above-referenced certification, the TOWN OF RIVERHEAD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the TOWN OF RIVERHEAD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The TOWN OF RIVERHEAD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Vendor Name: _____

XII. FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, That

(Name) _____

(Address) _____

(hereinafter referred to as the "Principal") and _____

a corporation created and existing under the laws of the State of _____ ,

having its principal office in the Town/City of _____

thereinafter called the "Surety", are held and firmly bound unto _____

_____ in the full sum of _____

(\$ _____) good and lawful money of the United States of America, for

the payment of which said sum of money, well and truly to be made and done, the said Principal binds themselves (himself) (itself) their (his) (its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated _____ 2017 A.D.

WHEREAS, the said Principal has submitted to the Town of Riverhead a proposal for providing for EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project, as that term is defined in the Request for Proposal, Specifications and Contract Documents, in amount of \$ _____ .

WHEREAS, under the terms of the laws of the State of New York, the said Principal will execute a Contract and furnish such faithful performance of other bonds as may be requested by law in accordance with the terms of the Principal's said proposal.

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the said Principal shall promptly execute a Contract and furnish such faithful performance or other bonds as may be required by law in accordance with the terms of the Principal's said proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

Vendor Name: _____

IN TESTIMONY WHEREOF, the said Principal has hereunto set their (his) (its) hand and seal and the said Surety has caused its instrument to be signed by its _____ and its _____ and its corporate seal to be hereunto affixed, the day and year above written.

Signed, sealed and delivered in the presence of:

(Corporate Seal of Principal,
if a corporation)

(Principal)

Company: (Corporate Seal of Surety Co.)

By: _____

ACKNOWLEDGMENT OF CONTRACTOR

STATE OF NEW YORK)

) ss.:

COUNTY OF SUFFOLK)

On the ____ day of _____ in the year 2018 before me, the undersigned, a

Notary Public in and for said State, personally appeared _____

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) acted, executed the instrument.

Notary Public

Vendor Name: _____

OUTSIDE OF NEW YORK STATE

STATE OF _____)
) ss.:
COUNTY OF _____)

On the ____ day of _____ in the year 2018, before me, the undersigned, personally appeared _____ personally known to me or proved to be the individuals whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in _____ (insert city and state or county or other place acknowledgment taken)

Notary Public

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW YORK)
)ss.:
COUNTY OF SUFFOLK)

On the ____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared _____ Personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Vendor Name: _____

OUTSIDE OF NEW YORK STATE

STATE OF _____)

_____)ss.:
COUNTY OF _____)

On the ___ day of _____ in the year 2018, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance

before the undersigned in _____
(insert city and state or county or other place acknowledgment taken)

Notary Public

Note: The Surety company must append a statement of its financial condition and a copy of the resolution authorizing the execution of Bonds by Officers of the Company.

Vendor Name: _____

EXHIBIT XIII. PREVAILING WAGE SCHEDULE

Vendor Name: _____



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Riverhead
Ernesto Rosini, Assisant Town Engineer
200 Howell Ave
Riverhead NY 11901

Schedule Year 2017 through 2018
Date Requested 01/23/2018
PRC# 2018000783

Location EPCAL
Project ID#
Project Type Recreational trail for biking and walking in and around the town of riverhead veterans memoral park located on the "EPCAL" property

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 2017 through June 2018. 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 30.1).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least Five (5) years from the project's date of completion. [See Spota Bill Notice](#). At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Riverhead
Ernesto Rosini, Assisant Town Engineer
200 Howell Ave
Riverhead NY 11901

Schedule Year 2017 through 2018
Date Requested 01/23/2018
PRC# 2018000783

Location EPCAL
Project ID#
Project Type Recreational trail for biking and walking in and around the town of riverhead veterans memoral park located on the "EPCAL" property

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 .

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

<https://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 PW30.1
(Previously 30R)**

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

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

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

AND

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

REMEMBER...

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

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30.1

(Previously 30R)

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

Before completing Form PW30.1 check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

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

Requestor Information:

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

Return Completed Form:

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



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

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

Before completing this form, make sure that:

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

Please type or print the requested information and then mail or fax to the address above.

Contractor Information

Company Name: FEIN:
Address:
City: State: Zip Code:
Phone No: Fax No: Email:
Contact Person:
Phone No: Fax No: Email:

Project Information

Project PRC#: Project Name/Type:
Exact Location of Project: County:
(If you are Subcontractor)
Prime Contractor Name:

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 3-8)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name:
Title: Date:

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

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

Suffolk County General Construction

Asbestos Worker **01/01/2018**

JOB DESCRIPTION Asbestos Worker **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2017

Asbestos Worker \$ 44.00
 Removal & Abatement Only*

NOTE: *On Mechanical Systems that are NOT to be SCRAPPED.

SUPPLEMENTAL BENEFITS

Per Hour:
 Asbestos Worker \$ 8.70
 Removal & Abatement Only

OVERTIME PAY
 See (B, B2, *E, J) on OVERTIME PAGE
 Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

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

REGISTERED APPRENTICES
 Apprentice Removal & Abatement Only:
 1000 hour terms at the following percentage of Journeyman's rates.

1st	2nd	3rd	4th
78%	80%	83%	89%

SUPPLEMENTAL BENEFIT
 Per Hour:
 Apprentice Removal & Abatement \$ 8.70 4-12a - Removal Only

Boilermaker **01/01/2018**

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: 07/01/2017 01/01/2018

Boilermaker \$ 55.23 \$ 57.17
 Repairs & Renovations \$ 55.23 \$ 57.17

SUPPLEMENTAL BENEFITS
 Per Hour: 07/01/2017 01/01/2018

Boilermaker 32% of hourly 32% of hourly
 Repair \$ Renovations Wage Paid Wage Paid
 + \$ 25.27 + \$ 25.35

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

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

OVERTIME PAY
 See (D, O) on OVERTIME PAGE
 Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE
 NOTE: *Employee must work in pay week to receive Holiday Pay.
 **Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2017	01/01/2018
	32% of Hourly Wage Paid Plus Amount Below	32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.35	\$ 19.37
2nd Term	20.20	20.22
3rd Term	21.04	21.06
4th Term	21.89	21.92
5th Term	22.74	22.77
6th Term	23.60	23.62
7th Term	24.43	24.46

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

4-5

Carpenter **01/01/2018**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017

Piledriver	\$ 51.63
Dockbuilder	\$ 51.63

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker	\$ 48.62
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OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$20.65	\$25.82	\$33.56	\$41.30

Supplemental benefits per hour:

Apprentices	\$ 32.49
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8-1556 Db

Carpenter **01/01/2018**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017

Carpet/Resilient

Floor Coverer \$ 50.50

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

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 45.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$20.20	\$25.25	\$32.83	\$40.40

Supplemental benefits per hour - all apprentice terms:

\$ 31.11

8-2287

Carpenter **01/01/2018**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2017

Marine Construction:

Marine Diver \$ 65.38

Marine Tender 46.44

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyman \$ 48.62

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

8-1456MC

Carpenter **01/01/2018**

JOB DESCRIPTION Carpenter **DISTRICT 8**

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017

Building
Millwright \$ 51.50

SUPPLEMENTAL BENEFITS

Per hour worked:

Millwright \$ 52.38

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

* Must show up to work

REGISTERED APPRENTICES

Wages per hour:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$28.33	\$33.48	\$38.63	\$48.93

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
\$34.25	\$37.85	\$42.10	\$48.66

8-740.1

Carpenter

01/01/2018

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2017

Timberman \$ 46.99

SUPPLEMENTAL BENEFITS

Per Hour Worked:

07/01/2017

\$ 48.23

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

REGISTERED APPRENTICES

Wages per hour:

(1) year terms:

1st	2nd	3rd	4th
\$18.80	\$23.50	\$30.54	\$37.59

Supplemental benefits per hour:

\$ 32.30

8-1556 Tm

Carpenter **01/01/2018**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2017	10/17/2017
Core Drilling: Driller	\$ 38.82	\$ 39.69
Driller Helper	30.96	31.62

Note: Hazardous Waste Pay Differential:

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2017	10/17/2017
Driller and Helper	\$ 24.66	\$ 25.45

OVERTIME PAY

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

HOLIDAY

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

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

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

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway **01/01/2018**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2017
Carpenter (Building)	\$ 49.02
Carpenter (Heavy Highway)	\$ 49.02

"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED Off-Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter Categories	\$ 31.47
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the following:
 Per Hour:

1st	2nd	3rd	4th
\$ 23.48	\$ 27.61	\$ 29.68	\$ 33.81

Supplemental Benefits
 Per Hour:

All Terms: \$ 17.95

4-Reg.Council Nass/Suff

Electrician **01/01/2018**

JOB DESCRIPTION Electrician **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour:	07/01/2017	04/28/2018
Telephone and Intergrated Tele-Data System Electrician	\$ 37.13	\$ 37.48

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data Electrician	16% of Hourly Wage Paid + \$18.02	16% of Hourly Wage Paid + \$18.68
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

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

HOLIDAY

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

4-25tela

Electrician **01/01/2018**

JOB DESCRIPTION Electrician **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour:	07/01/2017	03/30/2018
Electrician Electrical Maintenance	\$ 42.70	\$ 43.20
Traffic Signal	\$ 43.60	\$ 44.10

"PLEASE NOTE"

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for addons.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday, with one-half (1/2) hour allowed for a lunch period.

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

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	12% of Hourly Wage Paid + \$17.20	12% of Hourly Wage Paid + \$17.61
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

See (B, E2, K, P) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Term(s) at the following Percentage
 of Journeyman(s) Wage:

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits:

	Apprentices Hired Prior to 04/26/2014	Apprentices Hired After 04/26/2014
	07/01/2017- 06/30/2018	07/01/2016- 06/30/2018
1st	12% + \$9.90	3% + \$3.66
2nd	12% + \$10.79	8% + \$4.20
3rd	12% + \$11.70	9% + \$5.24
4th	12% + \$12.59	10% + \$ 7.00
5th	12% + \$13.48	11% + \$10.95
6th	12% + \$13.66	12% + \$14.05

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician

01/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2017	04/30/2018
Electrician		
Pump & Tank	\$ 41.05	\$ 41.65

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician		
Pump & Tank	65.25% of *Wage Paid	65.25% of *Wage Paid

*Wage Paid includes any and all Premiums

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st Term	\$ 12.32	\$ 12.50
2nd Term	\$ 14.37	\$ 14.58

3rd Term	\$ 16.42	\$ 16.66
4th Term	\$ 18.47	\$ 18.74
5th Term	\$ 24.63	\$ 24.99
6th Term	\$ 28.74	\$ 29.16

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	65.25% of *Wage Paid	65.25% of Wage Paid
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*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician

01/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2017	04/28/2018
Electrician/Wireman	\$ 51.50	\$ 51.75
HVAC Controls	51.50	51.75
Fire Alarms	51.50	51.75

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2017	04/28/2018
Electrician/Wireman (all categories)	16% of Hourly Wage Paid + \$24.96	16% of Hourly Wage Paid + \$25.26

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the following Percentage of Journeyman(s) Wage:

1st	2nd	3rd	4th	5th	6th
35%	35%	40%	45%	60%	75%

Supplemental Benefits Per Hour:

	07/01/2017	04/28/2018
1st	3% + \$2.87	3% + \$2.87
2nd	8% + \$4.84	8% + \$4.84
3rd	9% + \$6.04	9% + \$6.04
4th	10% + \$ 8.19	10% + \$8.19
5th	13% + \$11.03	13% + \$11.03
6th	14% + \$17.29	14% + \$17.29

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

Electrician

01/01/2018

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2017

Tree Trimmer/Remover
 Line Clearance Specialist \$ 32.72

Groundman* \$19.63

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

All tree removal for heavy highway or building construction contracts MUST use Heavy Highway Laborer and Operating Engineer classifications.

* Note: Groundman is not to exceed 20% of the total company workforce

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2017

Tree Trimmer/Remover
 Line Clearance Specialist
 and Groundman 19.75% of Hourly
 Wage Paid +
 \$9.82

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician Lineman

01/01/2018

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:
 Per Hour: 07/01/2017 04/02/2018

Lineman/Splicer	\$ 53.85	\$ 55.60
Material Man	46.85	48.37
Heavy Equip. Operator	43.08	44.48
Groundman	32.31	33.36
Flagman	24.23	25.02

For Natural Gasline Construction:
 Per Hour: 07/01/2017
 Journeyman U.G.Mech. \$ 44.08

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

SUPPLEMENTAL BENEFITS

Per Hour:
 Utility Distribution & Transmission Line Construction:
 07/01/2017 04/02/2018

All Classifications	32% of Hourly Wage Paid + \$ 11.93	32% of Hourly Wage Paid + \$ 12.43
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:
 Per Hour: 07/01/2017

Journeyman U.G.Mech. 26% of Hourly
 Wage Paid +
 \$11.96

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
 OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
 Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage.
 (Lineman Only)

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

SUPPLEMENTAL BENEFIT:	07/01/2017	04/02/2018
All Terms	31% of Hourly Wage Paid + \$11.93	31% of Hourly Wage Paid + \$12.43

4-1049 Line/Gas

Elevator Constructor **01/01/2018**

JOB DESCRIPTION Elevator Constructor **DISTRICT 4**

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

PARTIAL COUNTIES
 Rockland: Entire County except for the Township of Stony Point
 Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per hour:	07/01/2017	03/17/2018
Elevator Constructor	\$ 62.64	\$ 64.48
Modernization & Service/Repair	49.14	50.49

SUPPLEMENTAL BENEFITS

Per Hour:		
Elevator Constructor	\$ 38.27	\$ 39.98
Modernization & Service/Repair	37.25	38.94

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

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

Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

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

SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 30.99	\$ 32.50
2nd Term	31.69	33.22
3rd Term	32.82	34.38
4th Term	33.94	35.54

Modernization & Service/Repair

1st Term	\$ 30.92	\$ 32.43
2nd Term	31.32	32.83
3rd Term	32.37	33.92
4th Term	33.43	35.01

4-1

Glazier

01/01/2018

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2017	05/01/2018
Glazier	\$ 53.90	+ additional
Scaffolding	\$ 54.90	\$ 1.25

Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance \$ 27.23

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$121,550

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2017
Journeyworker	\$ 31.99
Repair & Maintenance	\$ 18.24

OVERTIME PAY

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

* 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, B2, F, P) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' see (5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

07/01/2017

1st term	\$ 18.44
2nd term	26.61

3rd term 32.10
 4th term 42.97

Supplemental Benefits:

(Per hour worked)

1st term \$ 15.36
 2nd term 21.21
 3rd term 23.41
 4th term 27.56

8-1281 (DC9 NYC)

Insulator - Heat & Frost

01/01/2018

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2017

Insulators
 Heat & Frost \$ 64.68

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators \$ 33.56
 Heat & Frost

OVERTIME PAY

See (A, D, O, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms Per Hour:

1st	2nd	3rd	4th
\$32.31	\$38.77	\$45.24	\$51.68

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	\$ 16.78
2nd	20.14
3rd	23.49
4th	26.85

4-12

Ironworker

01/01/2018

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2017 07/01/2018

Reinforcing & Metal Lathing \$ 56.28 \$ 2.00/Hr. to be Allocated

SUPPLEMENTAL BENEFITS

Per hour paid:

Reinforcing & Metal Lathing \$ 33.30

OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:
 Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 28.38	\$ 32.38	\$ 35.38	\$ 37.38

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 11.34	\$ 13.34	\$ 17.30	\$ 18.30

4-46Reinf

Ironworker

01/01/2018

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

IRONWORKER:

Ironworker Rigger \$ 60.47 Additional \$1.36

Ironworker Stone Derrickman \$ 60.47

SUPPLEMENTAL BENEFITS

Ironworker: \$ 39.24

OVERTIME PAY

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

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

** Benefits same premium as wages on Holidays only

HOLIDAY

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

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

REGISTERED APPRENTICES

Wage per hour:

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

	1st	2nd	3rd	4th	5th	6th
07/01/2017	\$30.34	\$30.34	\$43.07	\$47.89	\$52.70	\$52.70

Supplemental benefits:

Per hour paid:	\$19.63	\$19.63	\$29.47	\$29.47	\$29.47	\$29.47
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9-197D/R

Ironworker

01/01/2018

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2017	01/01/2018
Ornamental	\$ 45.10	Additional
Chain Link Fence	45.10	\$ 1.25/Hr.
Guide Rail Installation	45.10	To be allocated

SUPPLEMENTAL BENEFITS

Per hour paid:	
Journeyworker:	\$ 51.16

OVERTIME PAY

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

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

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour paid:

1st Term	\$ 38.74
2nd Term	39.93
3rd Term	41.12
4th Term	43.51
5th Term	45.89

4-580-Or

Ironworker

01/01/2018

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:	07/01/2017	01/01/2018	07/01/2018
Ironworker:		Additional	Additional
Structural	\$ 50.05	\$1.72/Hr.	\$1.83/Hr.
Bridges		to be allocated	to be allocated
Machinery			

SUPPLEMENTAL BENEFITS

PER HOUR:	
Journeyman	\$ 73.03

OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 26.12
2nd	26.72
3rd - 6th	27.32

Supplemental Benefits
 PER HOUR:

All Terms 50.72

4-40/361-Str

Laborer - Building **01/01/2018**

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

WAGES

Per Hour: 07/01/2017

Building Laborer \$ 39.40

Asbestos Abatement Workers 36.00
 (Re-Roofing Removal see Roofer)

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer \$ 29.56
 Asbestos Abatement Worker 16.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

See also(H)for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES

Regular Hours Work Terms

Term #1 1 hr to 1000hrs

Term #2 1001hrs to 2000hrs

Term #3 2001hrs to 3000hrs

Term #4 3001hrs to 4000hrs

Wages per hour:

1st Term	\$ 17.46
2nd Term	20.55
3rd Term	25.43
4th Term	30.41

Benifits per hour

1st Term	\$ 19.65
2nd Term	22.44
3rd Term	22.44
4th Term	22.44

4-66

Laborer - Heavy&Highway **01/01/2018**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2017	06/01/2018
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GROUP # 1

Total Wage Paid	\$ 49.65	Additional
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"Base Wage"	43.52	\$ 2.37
GROUP # 2		
Total Wage Paid	\$ 48.37	Additional
"Base Wage"	42.24	\$ 2.33
GROUP # 3		
Total Wage Paid	\$ 44.48	Additional
"Base Wage"	38.35	\$ 2.21

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$6.13 is difference between "Base" and "Total"

SUPPLEMENTAL BENEFITS

Per Hour:
 ALL GROUPS \$ 29.27

After Forty (40)paid hours in a work week
 OVERTIME PAY \$ 18.34

OVERTIME PAY

OVERTIME PAY
 See (B, E2, F) on OVERTIME PAGE
 NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY
 Example Group# 3: \$38.35 X Time and One Half = \$57.53 + \$6.13 = \$63.66
 Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.
 Hazardous Material Work add an Additional 10% of base wage

HOLIDAY

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour(s) Terms at the following Percentage of the "Base Wage" except
 4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	\$ 29.27
After Forty(40) paid hours in a work Week	\$ 18.34

4-1298

Mason **01/01/2018**

JOB DESCRIPTION Mason **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2017

Brick/Blocklayer \$ 60.18

SUPPLEMENTAL BENEFITS

Per Hour:
 Brick/Block Layer \$ 27.30

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

1st	2nd	3rd	4th	5th
50%	60%	70%	80%	90%

Supplemental Benefits per hour:

All Apprentices \$ 16.90

4-1Brk

Mason - Building

01/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2017

Building:

Tile Finisher \$ 43.36

SUPPLEMENTAL BENEFITS

Per Hour:

Journey worker \$ 20.57* per hour paid
plus \$ 8.42 per hour worked

OVERTIME PAY

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

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

HOLIDAY

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

9-7/88A-tf

Mason - Building

01/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building: 07/01/2017

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 52.46

Mosaic & Terrazzo Finisher 50.86

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour:

Mosaic & Terrazzo Mechanic \$ 23.55* per hour paid plus
\$ 10.49 per hour worked

Mosaic & Terrazzo Finisher \$23.55* per hour paid plus
\$10.51 per hour worked

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2017	\$ 26.23	\$ 28.85	\$ 31.48	\$ 34.10	\$ 36.72	\$ 39.35	\$ 44.59	\$ 49.84

Supplemental benefits per hour:

07/01/2017	\$ 11.78* plus \$ 5.22**
	\$ 12.95* plus \$ 5.73**
	\$ 14.13* plus \$ 6.24**
	\$ 15.31* plus \$ 6.77**
	\$ 16.49* plus \$ 7.29**
	\$ 17.66* plus \$ 7.81**
	\$ 20.02* plus \$ 8.85**
	\$ 22.37* plus \$ 9.90**

* Per Hour paid and subject to same premium as overtime wages.

** Per hour worked

9-7/3

Mason - Building

01/01/2018

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017 01/01/2018

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc	\$ 40.62	\$ 40.89
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SUPPLEMENTAL BENEFITS

Per Hour Paid:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher	\$ 26.06	\$ 26.69
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OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

(900 hour) terms at the following per cent of journeyman's wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2017	70%	80%	90%	100%

Supplemental Benefits Per Hour:

07/01/2017	\$ 23.25	\$ 23.98	\$ 24.72	\$ 25.45
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9-7/24-MP

Mason - Building **01/01/2018**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages: 07/01/2017 01/01/2018

Marble Cutters& Setters \$ 58.18 \$ 58.53

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 35.12 \$ 36.22

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$23.10	\$25.98	\$28.87	\$31.76	\$34.64	\$37.53	\$40.42	\$43.30	\$49.08	\$54.85

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$24.53	\$25.31	\$26.12	\$26.91	\$27.71	\$28.51	\$29.32	\$30.12	\$31.71	\$33.31 9-7/4

Mason - Building **01/01/2018**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2017 01/01/2018

Marble, Stone,etc.
 Maintenance Finishers: \$ 22.42 \$ 22.67

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
 Maintenance Finishers: \$ 13.11 \$ 13.34

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
 1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:
 (750 hour) terms at the 07/01/2017
 following percentage
 of journeyman's wage
 rate:

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

Supplemental Benefits:
 Per hour paid

1st term	\$ 12.77
2nd term	12.78
3rd term	12.80
4th term	12.81
5th term	12.83
6th term	12.86

9-7/24M-MF

Mason - Building **01/01/2018**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2017

Building:

Tile Setters \$ 56.13

SUPPLEMENTAL BENEFITS

Per Hour:

Journey Worker \$23.60* per hour paid
 Plus \$8.57 per hour worked

OVERTIME PAY

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

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251
	750	1500	2250	3000	3750	4500	5250	6000
	\$29.13	\$33.57	\$36.69	\$40.13	\$43.77	\$47.22	\$50.15	\$53.93

Supplemental Benefits per hour:

1st term	\$14.95* plus \$0.75	6th term	\$18.45* plus \$1.58
2nd term	\$14.95* plus \$0.89	7th term	\$15.95* plus \$5.62

3rd term	\$15.95* plus \$1.15	8th term	\$20.70* plus \$6.06
4th term	\$16.95* plus \$1.20		
5th term	\$17.45* plus \$1.53		

9-7/52A

Mason - Building / Heavy&Highway **01/01/2018**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 4**

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

WAGES
 WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)Marble and Granite pavers 2'x 2' or larger.
 Per Hour:

07/01/2017

Stone Setter	\$ 62.98
Stone Tender	\$ 44.89

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter	\$ 31.65
Stone Tender	\$ 19.40

OVERTIME PAY

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

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE
 Overtime: See (5, 6, 10) on HOLIDAY PAGE
 Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
 All Apprentices \$ 19.51

4-1Stn

Mason - Building / Heavy&Highway **01/01/2018**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 9**

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

WAGES

Per hour: 07/01/2017 01/01/2018

Marble-Finisher	\$ 46.32	\$ 46.66
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SUPPLEMENTAL BENEFITS

Journeyworker:
 per hour paid

Marble- Finisher	\$ 33.29	\$34.03
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OVERTIME PAY

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

HOLIDAY

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway

01/01/2018

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2017	07/01/2018
Cement Mason	\$ 50.97	\$ 2.00/Hr. to be Allocated

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason	\$ 32.71
Overtime Rate*	\$ 49.07

OVERTIME PAY

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

* Applies to 9th and 10th hours and Saturday Work

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	\$ 22.08/OT Rate \$ 33.12
2nd Term	\$ 24.21/OT Rate \$ 36.32
3rd Term	\$ 26.33/OT Rate \$ 39.50

4-780

Mason - Heavy&Highway

01/01/2018

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2017
Pointer, Caulkers & Cleaners	\$ 52.57

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers	\$ 26.00
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OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 25.89	\$ 28.97	\$ 34.12	\$ 41.33

Apprentices Supplemental Benefits:
 (per hour paid)

\$ 13.64	\$ 18.15	\$ 20.90	\$ 21.60
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4-1PCC

Operating Engineer - Building

01/01/2018

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS "AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over).

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Power Winch (stone setting/structural steel), Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":

Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point), Mechanic (field man), Micro-Trap with Compressor, Power Winch Truck Mounted, Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":

Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work Boat.

	07/01/2017	06/01/2018
Class "AA"	\$ 73.56	Additional \$ 3.03/Hr
Cranes: Boom length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	\$ 61.03	Additional \$ 2.80/Hr
Add \$3.50 for Hazardous Waste Work		
Class "B"	\$ 57.86	\$ 2.68/Hr
Add \$2.50 for Hazardous Waste Work		

Class "C"	\$ 55.74	\$ 2.62/Hr
Add \$1.50 for Hazardous Waste Work		
Class "D"	\$ 44.18	\$ 0.00
Add \$1.00 for Hazardous Waste Work		
Class "E"	\$ 42.23	\$ 0.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes	\$ 36.65
Overtime Rate	30.35

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

"NOTE" Employee must be Employed day before and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 20.84
2nd Term	21.67
3rd Term	22.33

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway **01/01/2018**

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2017	08/01/2017
Well Driller	\$ 35.75	\$ 36.07
Well Driller Helper	\$ 31.22	\$ 31.39

Hazardous Waste Differential

Added to Hourly Wage:

Level A	\$ 3.00
Level B	2.00
Level C	1.00

Monitoring Well Work

Add to Hourly Wage:

Level A	\$ 3.00
Level B	2.00

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2017

Well Driller & Helper \$ 10% of straight time rate plus \$ 11.95

Additional \$ 3.45 for Premium Time

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour: 07/01/2017

1st Term \$ 20.84
2nd Term \$ 21.67
3rd Term \$ 22.33

SUPPLEMENTAL BENIFITS

Per Hour:

1st Term 10% of Wage + \$ 5.10
2nd Term 10% of Wage + \$ 5.60
3rd Term 10% of Wage + \$ 6.60

BENEFITS AT PREMIUM TIME

Per Hour:

1st Term 10% of Wage + \$ 5.85
2nd Term 10% of Wage + \$ 6.60
3rd Term 10% of Wage + \$ 8.10

4-138well

Operating Engineer - Heavy&Highway

01/01/2018

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2017
Heavy Highway/Building

Party Chief \$ 67.76
Instrument Man 51.66
Rodman 44.30

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building \$ 34.23

Premium*:
Heavy Highway/Building \$ 43.40

Premium**:
Heavy Highway/Building \$ 52.56

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

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

OVERTIME PAY

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

* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Heavy&Highway

01/01/2018

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":

Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator (360 up to & over 150,000lbs), Barrier Machine, Cherrypicker (over 70 tons), Concrete Pump, Directional Boring, Grader, Gradall, Hoist, Hydraulic Cherrypicker/crane, Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":

Backhoe (other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveter-Multi, Curb Machine Asphalt/Concrete, Post Hole-Auger, Fork Lift, Hoist (2 drum), Loading Machine & Front Loader, Mulch Machine (machine fed), Power Wincher (all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom, Small Milling Machine, Vactor Truck/VacAll Truck.

CLASS "D":

Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer, Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pumps (double action, 4 inch and over, Hydraulic & Submersible), Jet Pump, Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab), Shotblaster.

CLASS "E":

Batching Plant (On Job Site), Compressor, Generator(small), Grinder, Mixer, Mulching Machine (Hand Feed), Oiler, Pumps (Single action up to 3 In.), Pump (Gypsum), Root Cutter, Stump Chipper, Oiler, Trenching Machine (Hand,walk behind), Track Tamper, Tractor (caterpillar or wheel),Welding Machine (Pile work & Structural Steel), Deckhand on Work Boat, Inspection/Safety Boat.

	07/01/2017	06/01/2018
Class "AA"	\$ 72.86	Additional \$3.03
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	\$ 64.40*	Additional \$ 2.80
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	\$ 60.12*	\$ 2.68
*Add \$2.50 for Hazardous Waste Work.		
Class "C"	\$ 57.95*	\$ 2.62
*Add \$1.50 for Hazardous Waste Work		
Class "D"	\$ 46.08	\$ 0.00
*Add \$1.00 for Hazardous Waste Work		
Class "E"	\$ 44.12	\$ 0.00

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES \$ 36.90

Note: OVERTIME AMOUNT \$ 30.35

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 20.84
2nd Term	21.67
3rd Term	22.33

SUPPLEMENTAL BENEFITS:

APPRENTICES	\$ 15.64
Note: Overtime Amount	\$ 5.60

4-138

Operating Engineer - Marine Dredging

01/01/2018

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:		
DREDGING OPERATIONS	07/01/2017	10/01/2017
CLASS A		
Operator, Leverman,	\$ 37.25	\$ 38.18
Lead Dredgeman		
CLASS A1	To conform to Operating Engineer	
Dozer,Front Loader	Prevailing Wage in locality where work	
Operator	is being performed including benefits.	
CLASS B		
Barge Operator	\$ 32.21	\$33.02
Spider/Spill		
Tug Operator(over1000hp),		
OperatorII, Fill Placer,		
Derrick Operator, Engineer,		
Chief Mate, Electrician,		
Chief Welder,		
Maintenance Engineer		
Certified Welder,	\$ 30.33	\$ 31.09
Boat Operator(licensed)		
CLASS C		
Drag Barge Operator,	\$ 29.50	\$ 30.24
Steward, Mate,		
Assistant Fill Placer,		
Welder (please add)\$ 0.06		
Boat Operator	\$ 28.54	\$ 29.26
CLASS D		

Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 23.71	\$ 24.30
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Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2017 \$10.75 plus 8% of straight time wage, Overtime hours add \$ 0.63	10-01-2017 \$11.23 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$10.45 plus 8% of straight time wage, Overtime hours add \$ 0.48	\$10.93 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.15 plus 8% of straight time wage, Overtime hours add \$ 0.33	\$10.63 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-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer **01/01/2018**

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT 9**

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

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

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

Per hour: 07/01/2017
 Survey Classifications

Party Chief	\$ 42.29
Instrument Man	35.39
Rodman	31.04

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 17.70

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

Operating Engineer - Trenchless Pipe Rehab **01/01/2018**

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2017
(SEE)

Robotic Unit Operator

Operator(class D)

Technician/Boiler, Generator

Operator(classes C&D)

AM Liner/Hydra Seal

Laborer(Grp#3)

Hobas Pipe, Polyethylene Pipe or
Pull and Inflate Liner

Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPREh

Painter

01/01/2018

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2017

Brush

\$ 46.85*

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

46.85*

Spray & Scaffold

\$ 49.85*

Fire Escape

49.85*

Decorator

49.85*

Paperhanger/Wall Coverer

50.03

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2017

Paperhanger

\$ 26.19

All others

24.47

Premium

26.97**

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One (1) year terms at the following wage rate.

Per hour:	07/01/2017
Appr 1st term...	\$ 17.85*
Appr 2nd term...	23.26*
Appr 3rd term...	28.14*
Appr 4th term...	37.52*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:	
Per Hour worked:	07/01/2017
Appr 1st term...	\$ 12.77
Appr 2nd term...	15.62
Appr 3rd term...	18.06
Appr 4th term...	22.88

8-NYDC9-B/S

Painter

01/01/2018

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

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

WAGES

Per hour:	07/01/2017
Drywall Taper	\$ 46.85

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2017
Journeyman	\$ 22.47

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages - Per Hour:	07/01/2017
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1500 hour terms at the following wage rate:

1st term	\$ 17.85
2nd term	\$ 23.26
3rd term	\$ 28.14
4th term	\$ 37.52

Supplemental Benefits - Per hour:

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

1st year	\$ 11.73
2nd year	\$ 14.42
3rd year	\$ 16.70
4th year	\$ 21.20

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

01/01/2018

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour Worked:

STEEL:

Bridge Painting:	07/01/2017	10/01/2017	10/01/2018
	\$ 49.50	\$ 49.50	\$ 49.50
	+ 6.38*	+ 6.38*	+ 6.38*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyworker:	07/01/2017	10/01/2017	10/01/2018
	\$ 7.50	\$ 8.25	\$ 9.50
	+ 23.40*	+ 24.35*	+ 26.05*

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

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour worked:

Apprentices: (1) year terms	07/01/2017	10/01/2017	10/01/2018
1st year	\$ 22.35	\$ 22.65	\$ 23.13
2nd year	33.53	33.98	34.73
3rd year	44.70	45.30	46.30

Supplemental Benefits - Per hour worked:

1st year	\$ 12.36	\$ 12.76	\$ 13.44
2nd year	18.54	19.14	20.16
3rd year	24.72	25.52	26.88

8-DC-9/806/155-BrSS

Painter - Line Striping 01/01/2018

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2017
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Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

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

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

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

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2017
 Journeyworker:

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

OVERTIME PAY

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

HOLIDAY

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

8-1456-LS

Painter - Metal Polisher

01/01/2018

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

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

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2017	06/01/2018
Journeyworker:		
All classification	\$ 7.55	\$ 7.65

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental benefits:
 Per hour paid:

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

8-8A/28A-MP

Plumber **01/01/2018**

JOB DESCRIPTION Plumber **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour: 07/01/2017 05/10/2018

Plumber/ PUMP & TANK	\$ 44.24	\$ 44.49
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 25.23	\$ 26.98
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OVERTIME PAY

See (B, Q, *V) on OVERTIME PAGE
 (V) For Sundays & Holidays if Worked Only

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the Following
 Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%
6th Term	85%

Supplemental Benefits Per Hour:

1st Term	\$13.31	\$15.06
2nd Term	\$13.95	\$15.70
3rd Term	\$14.77	\$16.52
4th Term	\$15.15	\$17.40
5th Term	\$18.38	\$20.13

4-200 Pump & Tank

Plumber **01/01/2018**

JOB DESCRIPTION Plumber **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour: 07/01/2017 11/01/2017

Plumber	\$ 51.48	\$ 52.98
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 38.72	\$ 39.22
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OVERTIME PAY

See (A, E, Q, *V) on OVERTIME PAGE
 CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2017	11/01/2017
1st Term	\$ 25.16	\$ 25.66
2nd Term	27.47	27.97
3rd Term	28.24	29.34
4th Term	30.33	30.83
5th Term	31.91	32.41

4-200

Plumber

01/01/2018

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

	07/01/2017	05/01/2018
Plumber		
MAINTENANCE ONLY	\$ 30.30	\$ 30.80

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber		
Maintenance	\$ 15.15	\$ 15.65

OVERTIME PAY

See (B, J) on OVERTIME PAGE

HOLIDAY

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

4-200 Maintance

Roofer

01/01/2018

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour

07/01/2017	05/01/2018
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ROOFER/Waterproofeer

Total Wage to be Paid	\$ 44.00	\$1.50 Per Hour to be allocated
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"Base" Wage 40.00**

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofeer	\$ 31.62
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OVERTIME PAY

Per Hour:
 NEW ROOF SEE (B,E,Q)
 RE-ROOF SEE (B,E,E2,Q)
 NOTE:** Overtime Pay to be calculated on "BASE" Wage then add \$4.00.
 (Example: \$40.00 x time and one half = \$60.00 + \$4.00 = \$64.00)

HOLIDAY

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

REGISTERED APPRENTICES

(1) Year terms at the following Percentage of Roofers/Waterproofers Wage.

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

07/01/2017

1st Term	\$ 8.81
2nd Term	10.90
3rd Term	22.27
4th Term	25.38

4-154

Sheetmetal Worker **01/01/2018**

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2017

Sign Erector \$ 47.67

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2017

Sign Erector \$ 44.44

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55	\$14.23	\$15.89	\$17.57	\$24.30	\$26.84	\$29.27	\$31.47	\$33.65	\$35.83

4-137-SE

Sheetmetal Worker **01/01/2018**

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2017

Sheetmetal Worker \$ 53.22
Temporary Operation or
Maintenance of Fans 42.58

SUPPLEMENTAL BENEFITS

Per Hour:
Sheetmetal Worker \$ 45.04
Maintenance Worker 45.04

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term \$ 18.67
3rd & 4th Term 23.98
5th & 6th Term 29.29
7th Term 37.28
8th Term 39.83
9th Term 42.59

Per Hour: Supplemental Benefits

1st & 2nd Term \$ 16.49
3rd & 4th Term 22.75
5th & 6th Term 26.79
7th Term 32.84
8th Term 34.88
9th Term 36.84

4-28

Steamfitter

01/01/2018

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2017

AC Service/Heat Service \$ 39.50
Steamfitter Maintenance

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service \$ 12.75
Steamfitter Maintenance

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

4-638B-StmFtrRef

Steamfitter **01/01/2018**

JOB DESCRIPTION Steamfitter **DISTRICT 4**

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

WAGES
 Per Hour: 07/01/2017

Steam/Sprinkler Fitter \$ 61.81

Temporary Heat & AC \$ 46.99

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Steam/Sprinkler Fitter \$ 49.18

Temporary Heat & AC \$ 40.23

OVERTIME PAY

See (C, *D, O, V) on OVERTIME PAGE
 (*D) On all HVAC and Mechanical contracts that do not exceed \$15,000,000. and on all fire protection/sprinklet contracts that do not exceed \$1,500,000.

HOLIDAY

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

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 24.76	\$ 30.94	\$ 40.29	\$ 49.46	\$ 52.55

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 20.20	\$ 25.04	\$ 32.28	\$ 39.52	\$ 41.94

4-638A-StmSpFtr

Teamster - Asphalt Delivery **01/01/2018**

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT 4**

ENTIRE COUNTIES
 Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Asphalt Delivery 07/01/2017 \$ 35.535

Light Construction Work:

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Asphalt Delivery 07/01/2017
\$ 29.94

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work
TRUCK DRIVER

Asphalt Delivery 07/01/2017
\$ 41.76

Light Construction Work
TRUCK DRIVER

Asphalt Delivery 07/01/2017
\$ 11.55

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T&*U) Apply to Heavy Construction.

Note: (B2,I,T&*U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building

01/01/2018

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

Trailers 07/01/2017
\$ 33.61
Straight Jobs 07/01/2017
\$ 33.31

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

07/01/2017
\$ 33.20

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

01/01/2018

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall Include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Concrete Delivery 07/01/2017
 \$ 39.685

Light Construction Work:

Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Concrete Delivery 07/01/2017
 \$ 36.255

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work 07/01/2017
 Concrete Delivery \$ 40.665

Light Construction Work 07/01/2017
 Concrete Delivery \$ 12.775

OVERTIME PAY

NOTE: Heavy Construction:B2,I
 Light Construction:B,E,P

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
 NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway 01/01/2018

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

Site Excavating 07/01/2017
 (Chauffeurs) \$ 37.545

Light Construction Work:

Shall include the construction, improvment and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating 07/01/2017
 (Chauffeurs) \$ 32.42

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2017

Heavy Construction Work
 Chauffeurs \$ 44.3725

Light Construction Work
 Chauffeurs \$ 11.55

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T & *U) Apply to Heavy Construction.

Note: (B2,I,T & *U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder

01/01/2018

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2017

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University
Construction Fund

05 Mental Hygiene
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

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

10 Village

11 Town

12 County

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

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

Telephone:()

Fax: ()

E-Mail:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

1. New Building

2. Addition to Existing Structure

3. Heavy and Highway Construction (New and Repair)

4. New Sewer or Waterline

5. Other New Construction (Explain)

6. Other Reconstruction, Maintenance, Repair or Alteration

7. Demolition

8. Building Service Contract

8. OCCUPATION FOR PROJECT :

Construction (Building, Heavy
Highway/Sewer/Water)

Tunnel

Residential

Landscape Maintenance

Elevator maintenance

Exterminators, Fumigators

Fire Safety Director, NYC Only

Guards, Watchmen

Janitors, Porters, Cleaners,
Elevator Operators

Moving furniture and
equipment

Trash and refuse removal

Window cleaners

Other (Describe)

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

YES NO

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

NYSDOL Bureau of Public Work Debarment List 11/17/2017

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMEN T	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		ANDREW DIPPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019

NYSDOL Bureau of Public Work Debarment List 11/17/2017

Article 8

DOL	DOL	*****3295	APOLLO PAINTING CORP	3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC	46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP	10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC	102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP	634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP	35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP	79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP	58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC		AUDLEY O'BRIEN	1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL	3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH	116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH	116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY	7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC	SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BEVERLY F WILLIAMS	1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8551	BRANDY'S MASONRY	216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP	1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC	140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY	C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC	520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION	310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL		CARIBBEAN POOLS	C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC	*****9172	CASSIDY EXCAVATING INC	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC	5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP	37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****8809	CBE CONTRACTING CORP	142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR	14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR	216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE	C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****3360	CITY LIMITS GROUP INC	2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO	SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019

NYS DOL Bureau of Public Work Debarment List 11/17/2017

Article 8

DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020

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DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVEES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018

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DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019

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DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907 SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55 MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAY A WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018

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DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	01/30/2022

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DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	01/30/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2014	01/23/2019
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	****3141	MACKIE REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018

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DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019

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DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021

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DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018

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DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	****7417	TADCO CONSTRUCTION CORP		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC	****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019

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Article 8

DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020

EXHIBIT XIV. PRE-BID MEETING & INSPECTION HOLD HARMLESS AGREEMENT

Agreement made this _____ day of _____, 2018, by and between _____ (hereinafter "Offeror/Bidder") and the Town of Riverhead, a municipal corporation authorized under the laws of the State of New York, with offices located at 200 Howell Avenue, Riverhead, NY 11901 (hereinafter "Town").

Whereas, The Town of Riverhead seeks proposals from qualified bidders for EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project:

The Town of Riverhead and Community Development Agency (hereinafter collectively referred to as "Town" or "Town of Riverhead") seek proposals from bidders with experience and qualifications in all aspects necessary for the construction of a non-motorized bicycle/pedestrian path (hereinafter "EPCAL Bicycle Path/Vietnam Veterans Memorial Trail"), constructed of asphalt (top course of rut avoidance asphalt concrete Type 6FRA) over recycled concrete aggregate at a width of ten feet for the entire length of the path, on property commonly known and referred to as "EPCAL" (Enterprise Park at Calverton, Calverton, New York) for the benefit and enjoyment of residents of the Town of Riverhead, County of Suffolk and State of New York. The EPCAL Bicycle Path/Vietnam Veterans Memorial Trail is to be constructed along the perimeter of property presently owned by the Town or rights secured by license and/or easement in favor of the Town and in a location overlapping much of the old security road utilized by EPCAL's former tenant, Northrop Grumman.

Whereas, the Town requires all individuals, firms or organizations seeking to submit a proposal in response to the Request for Proposals (RFP) for EPCAL Bicycle Path/Vietnam Veterans Memorial Trail Construction Project to attend a Mandatory PRE-BID MEETING AND INSPECTION at the Henry Pfeifer Community Center, 4062 Grumman Blvd., Calverton, NY on January 31, 2018 at 2:00 pm with site visit to follow; and

Whereas, the Inspection shall require vehicle inspection, as well as inspection on foot and shall require each Offeror/Bidder to traverse the different levels and terrain that comprise the EPCAL Bike Path and the Town wishes to grant access to Offeror/Bidder, for purposes of conducting an inspection which information will be used to assess, design and formulate a proposal to construct a non-motorized bicycle/pedestrian path at EPCAL, provided Town of Riverhead is held harmless from any acts of the Town, passive or otherwise, which result in harm or injury to persons or property, including but not limited to death or serious physical injury.

Notwithstanding the aforementioned acknowledgment and representation, it is NOW, THEREFORE, hereby agreed as follows: To the fullest extent permitted by law, Offeror/Bidder shall hold harmless the Town of Riverhead, its officials, employees, representatives and/or agents from and against claims, damages, losses and expense, including but not limited to attorneys' fees, arising out of or resulting from damage, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including loss therefrom regarding inspection and/or any act or activity at the subject property and surrounding area.

Dated: _____

Offeror/Bidder

TOWN OF RIVERHEAD

Vendor Name: _____