Charles Point
Multi-Use Waterfront Trail
Bid No. 2018-003

City of Peekskill
Westchester County, New York

CONSTRUCTION DOCUMENTS

Bid Opening:
Friday, June 1, 2018
11:00 A.M.
City Clerk's Office, City Hall
840 Main Street
Peekskill, NY 10566
NOTICE

The following pages of the Bid Proposal must be copied, filled out and submitted by the Contractor. The original USB flash drive purchased from the City for ten dollars ($10.00) must be included with the submittal. Failure to do so will result in an Irregular Bid.

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## CHARLES POINT MULTI-USE WATERFRONT TRAIL  
### CITY OF PEEKSKILL  
#### BID NO. 2018-003

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SECTION A

NOTICE TO BID
Sealed bids for the following construction work:

CHARLES POINT MULTI-USE WATERFRONT TRAIL
CITY OF PEEKSKILL

Bid No. 2018-003

Sealed Bids will be received at the Office of the City Clerk of the City of Peekskill, New York, until 11:00 A.M. on Friday, June 1, 2018, at City Hall, 840 Main Street, Peekskill, New York 10566, and immediately thereafter the bids will be publicly opened and read aloud in said office. No bids will be accepted after said time and date.

The work for Bid No. 2018-003 consists of the construction of an asphalt trail (“Trail”) extending from Charles Point Park to the Village of Buchanan over permanent easements held by the City of Peekskill. The Project also includes but is not limited to the installation of site utilities, lighting, and amenities. This Project is funded by Department of State grant contract number C1000729, and the Contractor must comply with State provisions. Additionally, there are three (3) ‘Alternates’ as described in detail in the Technical Specifications and on the Contract Plans.

A USB flash drive of Plans, Specifications and Contract Documents may be obtained as of Monday, April 30, 2018 between 9 A.M. to 4 P.M. at the Department of City Services, Bureau of Public Works, City Hall, 840 Main Street, Peekskill, NY, upon payment of $10.00 for USB flash drive. This is a non-refundable fee. No paper copies will be distributed.

All Bidders must submit all Bid documents as part of the bid package electronically on the provided USB flash drive.

Additionally, Bid forms (Section C) must be copied from the USB flash drive, filled out, and submitted in paper form. Bid forms must also be scanned onto the provided USB flash drive and submitted as part of the bid. As bid security, each bid must be accompanied by a certified check or a bid bond acceptable to the City in the amount of not less than 5% of the total amount of the Bid. Certified Checks shall be made payable to the City of Peekskill, New York and are to be held by the City as a guarantee for the proper execution and delivery of the Contract and bonds to secure the faithful performance thereof. In default of such execution and delivery of Contract and Bonds, the amount of the deposit represented by the check shall be forfeited and retained by the City of Peekskill as liquidated damages.

The executed Bid forms, USB flash drive, and the certified check or bid bond must be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the City Clerk, City of Peekskill, NY and endorsed "Charles Point Multi-Use Waterfront Trail Project, City of Peekskill, NY, Bid Number 2018-003". All questions to be emailed to Jesica Youngblood, City Planner at jyoungblood@cityofpeekskill.com by 4PM on May 17, 2018. All questions, answers, and addendums, if any, will be posted on the City’s ‘Bid/RFP’ webpage with a link emailed to all who provided a legible email address when purchasing the USB flash drive of the Bid documents.

A Pre-Bid meeting is anticipated for Thursday, May 17, 2018 at 10:00 A.M. in the first-floor conference room in City Hall. The meeting is not mandatory, but prospective bidders are strongly urged to attend. A site visit will follow the Pre-Bid meeting.
In accordance with New York State Executive Law Article 15-A, the New York State Department of State (Agency) has established the Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) participation goals of 30% of the state funding amount, 15% for MBE participation and 15% for WBE participation. It is the Bidder’s responsibility to secure participation by M/WBEs to satisfy those goals and fulfill all other Agency requirements as applicable.

The successful bidder shall be required to use the New York State Contract System (“NYSCS”) to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to the City’s agreement with the NYS Department of State.

Current prevailing wage rates shall apply to all work, and the project will be subject to audit(s) by the agencies of the State of New York.

The successful bidder will be required to document compliance with Chapter 165 of the Peekskill City Code, which requires the contractor who enters into any construction contract in the amount of $1,500,000 or more with the City, or enters into a subcontract for $500,000 or more to have (and/or the subcontractor(s) to have) an apprenticeship agreement appropriate for the type and scope of work to be performed that has been registered with, and approved by, the Commissioner of Labor pursuant to the requirements of Article 23 of the Labor Law.

The City of Peekskill reserves the right to accept or reject any or all Bids, or portions of a Bid, and to waive any informality in any Bid if deemed in the best interest of the City of Peekskill to do so.

[Signature]
Jean Friedman, AICP
Director of Planning
SECTION B
INSTRUCTIONS TO BIDDERS
CHARLES POINT MULTI-USE WATERFRONT TRAIL
BID NO. 2018-003

1. LOCATION OF THE WORK

The work under Contract Number C1000729 with the New York State Department of State is located along the Hudson River within the City of Peekskill, Westchester County, NY from Charles Point Park southward and waterside to the Village of Buchanan, Westchester County, NY.

2. DESCRIPTION OF THE WORK

The work for Bid No. 2018-003 consists of the construction of a multi-use asphalt trailway with accompanying amenities such as railings, curbing, trashcans, kayak posts, gazebo, bicycle racks, and benches as well as site utility work including lighting and electrical installation. Additionally, there are three (3) ‘Bid Alternates’ more fully described in the Technical Specifications and Contract Plans. All Bidders must provide a base bid plus a bid for each of the ‘Alternates’ listed below in Section C:

1. Alternate A, Charles Point Park Restroom
2. Alternate B, Peninsula Trail with Pole-Mounted Lights
3. Alternate C, Peninsula Trail with Bollard Lights

This is a DOS grant contract (#C1000729) with funding provided under Title 11 of the New York State Environmental Protection Fund.

The City reserves the right to accept only the base bid, or the base bid and one or more of the alternates. If any event, only one contractor will be selected for this project.

3. COMMENCEMENT AND COMPLETION OF THE WORK

Upon execution of the Contract including delivery of the Performance Bond, Labor and Materials Payment Bond, and insurance policies and certificates by the Contractor to the Owner and the approval therefor by the Owner’s attorney, the Contractor will be notified by letter from the Owner (City) to proceed with the work.

4. DOCUMENTS: A complete set of Bidding Documents will be issued on USB flash drive for bidding purposes as stated in the "Notice to Bidders.” A complete set of Documents consists of the following:
   a. Sections A – H, J – K and Appendices A and B as identified in the Table of Contents herein.
   b. Addenda (if any).
   c. Contract Drawings
   d. Technical Specifications

5. PROPOSALS: To be considered, Proposals must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included in Section C herein. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink. All signatures must be in ink.

Proposals that contain any omissions, erasures, alterations, additions, or items not called for in the itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy between words and figures in the price bid in the Proposal, the price as expressed in words shall govern.
The Bidder must submit one (1) bound paper copy of the Bid forms in Section C of the Bid documents, one (1) new USB flash drive containing the signed forms from Section C, and a certified check made payable to the City of Peekskill or a bid bond not less than 5% of the total amount of the bid, attached to the outside of the sealed envelope.

All submissions must be in a sealed envelope and addressed to the City Clerk, City of Peekskill, 840 Main Street, Peekskill, NY 10566 and be clearly identified with: (1) Project Name [Charles Point Multi-use Waterfront Trail – City of Peekskill, Bid Number 2018-003] and (2) Name of Bidder and Bidder's address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone, facsimile or electronic Bids will not be accepted.

If a separate set of proposal sheets or addenda are issued, they may be used with the understanding that all instructions and conditions of the contract documents are the same as if these pages were included with the bidding documents on the USB flash drive.

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

7. CONDITIONS OF WORK: Each Bidder must inform himself fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidders attention is directed to the Bid Proposal, in which the Bidder certifies that he has examined the site. Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Contract Plans and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, the Contractor, in the carrying out of his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties, and shall be maintained insofar as possible.

8. ADDENDA AND INTERPRETATION: Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the City Planner, 840 Main Street, Peekskill, NY 10566, and to be given any consideration must be received at least ten (10) days prior to the date fixed for the opening of Bids. Any and all interpretations, and any supplemental instructions, will be in the form of written Addenda and will be emailed to all prospective Bidders who provided a legible email address when purchasing the USB flash drive containing the Bid documents. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Addenda so issued shall be part of the Bidding Documents. Receipt of Addenda shall be noted where indicated in “Section C”.

9. BID SECURITY: Each Bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five (5%) percent of his bid payable to City of Peekskill, NY, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty if he is awarded the contract and he shall thereafter fail to execute a Contract with the City under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the Contract is awarded to the Bidder. All Bid Bonds must be securely attached to the outside of the Bid Package and be clearly visible.

Such bid security will be returned to all except the three lowest formal Bidders within ten (10) days after the formal opening of bids, and the remaining bid security will be returned to the other bidders after the City and the accepted Bidder have executed a Contract. In the event no Contract has been so executed within forty five (45) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, his bid security will be returned. The Bid Security of the successful Bidder will be retained until the signing of the Agreement and the filing and approval of the bonds and insurance certificates.
10. **INSURANCE REQUIRED:** The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in Section H.

   a. Workmen’s Compensation;
   b. Employer’s Liability Insurance;
   c. Commercial General Liability;
   d. Automotive Liability Insurance;
   e. Owners and Contractors Protective Liability Policy;
   f. Property Damage;
   g. Unemployment Insurance; and
   h. Errors and Omissions Liability Insurance Policy

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

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

12. **GUARANTEE:** The Contractor shall guarantee all materials and workmanship for one (1) year in accordance with all conditions set forth in these Specifications. The guarantee shall be provided in the form of a Maintenance Bond in the amount equal to one hundred percent (100%) of the contract. The bond shall be prepared as specified in SECTION F and shall be posted at the time of final payment.

13. **FORM OF AGREEMENT:** The form of agreement is included in these documents in Section D.

14. **AWARD:** The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The City of Peekskill reserves the right to determine responsibility based on an evaluation of the Contractor’s qualifications, experience, organization, finances, past performance, and other applicable factors. The City further reserves the right to reject any or all bids.

15. **OWNER:** The City of Peekskill, Westchester County, New York.

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

17. **REQUIRED SUBMISSIONS:** Prior to award, the successful bidder will be required to meet the following requirements:

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

   b. All bidders are required to submit a statement of non-investment in the Iranian energy sector in accordance with the provisions of Section 103-g of the NYS General Municipal Law.
c. A Statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the City or is a relative of any such City officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the City.

18. SPECIAL CONDITIONS

Refer to Section K Appendices for further detail regarding the following special conditions:

K-1 Alternates
K-2 Apprenticeship Program
K-3 Charles Point Park Restroom
K-4 DOS Reporting
K-5 Equipment
K-6 Guy Wire
K-7 Westchester County Right-of-Way

THE CITY STRONGLY ENCOURAGES BIDDERS TO ATTEND THE PRE-BID MEETING AND SITE VISIT. SECTIONS OF THE TRAIL ARE ACCESSIBLE FOR VIEWING ONLY WITH A CITY REPRESENTATIVE PRESENT.
SECTION C
CHARLES POINT MULTI-USE WATERFRONT TRAIL
BID NO. 2018-003

CHARLES POINT MULTI-USE WATERFRONT TRAIL
CITY OF PEEKSKILL
WESTCHESTER COUNTY, N.Y

To: City Clerk
   City of Peekskill
   840 Main Street
   Peekskill, NY
   10566

   Bid Submitted by:

   (Name)
   ___________________________

   (Address)
   ___________________________

   (Telephone No.)
   ___________________________

   (Email Address)
   ___________________________

   (Federal I.D. Number)
   ___________________________

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Plans, and the Specifications relating to the above entitled matter and the work, and have also examined the site.

2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.

3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract, therefore, including all claims that may arise through damages or any other cause whatsoever.

4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Drawings and Specifications, therefore, within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the City Clerk shall have the power to rescind said award and also that the said City Clerk shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.
5. I/We do also declare and agree I/We will commence the work within thirty days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.

6. I/We agree that the City of Peekskill reserves the right to select any one, combination of, or all the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.

7. I/We hereby affirm that by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:

   (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

   (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

   (c) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.

   (d) no member of the City Clerk or any officer or employee of the City of Peekskill, New York, or person whose salary is payable in whole or in part from the said Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.

8. I/We hereby further agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening of Bids, and that within said period of forty five (45) days, the City of Peekskill will accept or reject this proposal, or this period may be extended by mutual agreement.

9. I/We do hereby declare that, if this is a Corporate Bid, I have been duly authorized to act at the Signator on this proposal in behalf of this Corporation.

10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.

11. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.

12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item. All quantities must be verified by each bidder and revised as required for the bid proposal submittal.

13. All work shall be completed within Three hundred and sixty (360) calendar days from the commencement of the work.

14. I/We do hereby declare that I/we will perform at least 51% of the work.

15. I/We acknowledge that I/we will be required to meet the following requirements:

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

b. Submit a statement of non-investment in the Iranian energy sector in accordance with the provisions of Section 103-g of the NYS General Municipal Law.

c. A Statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the City of Peekskill or is a relative of any such City officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the City.

d. Provide the City with documentation of compliance with Chapter 165 of the Peekskill City Code, which requires any contractor who enters into any construction contract in the amount of $1,500,000 or more with the City, or enters into a subcontract for $500,000 or more, and/or the subcontractor(s) to have an apprenticeship agreement appropriate for the type and scope of work to be performed that has been registered with, and approved by, the Commissioner of Labor pursuant to the requirements of Article 23 of the Labor Law.

e. Provide the City with documentation on standard Department of State Forms that a total of 30% of the total bid award is paid to Minority-Owned Business Enterprises and Women Owned Business Enterprises, split 15% each, in accordance with the goals of the Department of State Grant.

f. Submit a statement of non-collusion in accordance with Section 103-d of the General Municipal Law.

____________________________________
(Legal Name of Bidder, Partner or Corporate Officer)

By: ____________________________
Date: ____________________________

____________________________________
(Authorized Signature) __________________________
Corporate Seal (if incorporated)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
(If applicable)

Bidder Acknowledges receipt of Addenda as follows:

____________________________________
Signature

____________________________________
Signature

____________________________________
Signature
## Itemized Proposal

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COMPLETE THIS FORM USING BLACK INK ONLY
## Bid Sheet
Charles Point Multi-Use Waterfront Trail
City of Peekskill, NY

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COMPLETE THIS FORM USING BLACK INK ONLY  
C-4 (5 OF 17)
## ITEMIZED PROPOSAL

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Gross Sum of Total Base Bid Written in Figures:

$_________ _______

Gross Sum of Total Base Bid Written in Words:

$_________ _______

Note: All bids are to be submitted in figures and words. In the event of a discrepancy, the bid in words shall govern. Mathematical errors will be resolved by multiplying the estimated quantity by the price.

CONTRACTOR: __________________________
ADDRESS: _____________________________
BY: __________________________________

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**ALTERNATE ‘A’ - CHARLES POINT PARK RESTROOM**

| A1 | 1 | L.S. | ADD - SITE CLEARING AND DEMOLITION | $_________ | _______ | $_________ | _______ |
| A2 | 1 | L.S. | ADD - EARTHWORK | $_________ | _______ | $_________ | _______ |
| A3 | 1 | L.S. | ADD - CONSTRUCTION LAYOUT | $_________ | _______ | $_________ | _______ |
| A4 | 1 | L.S. | ADD - FINAL CLEANUP | $_________ | _______ | $_________ | _______ |
| A5 | 1 | L.S. | ADD - MAINTENANCE AND PROTECTION OF TRAFFIC | $_________ | _______ | $_________ | _______ |
| A6 | 150 | L.F. | ADD - CONSTRUCTION FENCE | $_________ | _______ | $_________ | _______ |
| A7 | 70 | L.F. | ADD - SILT FENCING | $_________ | _______ | $_________ | _______ |
Bid Sheet  
Charles Point Multi-Use Waterfront Trail  
City of Peekskill, NY  

BID NO.  2018-003  

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<td></td>
<td></td>
<td></td>
<td></td>
<td>DOLLARS CTS.</td>
<td>DOLLARS CTS.</td>
</tr>
<tr>
<td>A16</td>
<td>17</td>
<td>C.Y.</td>
<td>ADD - TOPSOIL</td>
<td>$_________ _____</td>
<td>$_________ _____</td>
</tr>
<tr>
<td>A17</td>
<td>100</td>
<td>S.Y.</td>
<td>ADD - LAWN SEED MIXTURE</td>
<td>$_________ _____</td>
<td>$_________ _____</td>
</tr>
<tr>
<td>A18</td>
<td>100</td>
<td>S.Y.</td>
<td>ADD - STRAW MULCH</td>
<td>$_________ _____</td>
<td>$_________ _____</td>
</tr>
</tbody>
</table>

Gross Sum of Total Alternate 'A' Written in Figures:

Gross Sum of Total Alternate 'A' Written in Words:

Note: All bids are to be submitted in figures and words.

In the event of a discrepancy, the bid in words shall govern.

Mathematical errors will be resolved by multiplying the estimated quantity by the price.

CONTRACTOR: ____________________________
ADDRESS: ______________________________
BY: ________________________________

COMPLETE THIS FORM USING BLACK INK ONLY
## Itemized Proposal

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
<th>PAY UNIT</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT BID PRICE</th>
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</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DOLLARS</td>
<td>CTS.</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DOLLARS</td>
<td>CTS.</td>
</tr>
</tbody>
</table>

### Alternate 'B' - Peninsula Trail with Pole Mounted Lighting

- **B1** 1 L.S. Add - Site Clearing and Demolition
- **B2** 1 L.S. Add - Earthwork
- **B3** 1 L.S. Add - Construction Layout
- **B4** 1 L.S. Add - Final Cleanup
- **B5** 700 L.F. Add - Silt Fencing
- **B6** 8 UN. Add - Tree Protection
- **B7** 240 S.Y. Add - Stabilized Stone Screening Pavement
##ITEMIZED PROPOSAL

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
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<th>ITEM DESCRIPTION</th>
<th>UNIT BID PRICE</th>
<th>AMOUNT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>C.Y.</td>
<td>ADD - RIP RAP</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B8</td>
<td>70</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>S.F.</td>
<td>ADD - REVETMENT RESTORATION</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B9</td>
<td>940</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>L.F.</td>
<td>ADD - 8’ HIGH CHAIN LINK FENCE</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B10</td>
<td>25</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UN.</td>
<td>ADD - 8’ high 10’ Wide Chain Link Double Gate</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B11</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>L.S.</td>
<td>ADD - POLE MOUNTED LIGHTING (COMPLETE INCLUDING ELECTRIC SERVICE)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B12</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>L.S.</td>
<td>ADD - 20’ GAZEBO (INCLUDING CONCRETE PAD)</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B13</td>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UN.</td>
<td>ADD - TRASH RECEPTACLE</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B14</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>UN.</td>
<td>ADD - INTERPRETATIVE SIGN</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>B15</td>
<td>1</td>
<td></td>
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COMPLETE THIS FORM USING BLACK INK ONLY
## ITEMIZED PROPOSAL

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<td></td>
<td></td>
<td></td>
<td>DOLLARS  CTS.</td>
<td>DOLLARS  CTS.</td>
</tr>
<tr>
<td>B16</td>
<td>5</td>
<td>UN.</td>
<td>ADD - KAYAK POST</td>
<td>$_________  ______</td>
<td>$__________  ______</td>
</tr>
<tr>
<td>B17</td>
<td>24</td>
<td>C.Y.</td>
<td>ADD - TOPSOIL</td>
<td>$_________  ______</td>
<td>$__________  ______</td>
</tr>
<tr>
<td>B18</td>
<td>145</td>
<td>S.Y.</td>
<td>ADD - LAWN SEED MIXTURE</td>
<td>$_________  ______</td>
<td>$__________  ______</td>
</tr>
<tr>
<td>B19</td>
<td>145</td>
<td>S.Y.</td>
<td>ADD - STRAW MULCH</td>
<td>$_________  ______</td>
<td>$__________  ______</td>
</tr>
</tbody>
</table>

Gross Sum of Total Alternate 'B' Written in Figures:

DOLLARS  CTS.
$_________  ______

Gross Sum of Total Alternate 'B' Written in Words:

DOLLARS  CTS.
$_________  ______

Note: All bids are to be submitted in figures and words.
In the event of a discrepancy, the bid in words shall govern.
Mathematical errors will be resolved by multiplying the estimated quantity by the price.
### ALTERNATE 'C' - PENINSULA TRAIL WITH BOLLARD LIGHTS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>APPROXIMATE QUANTITIES</th>
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<th>ITEM DESCRIPTION</th>
<th>UNIT BID PRICE</th>
<th>AMOUNT BID</th>
</tr>
</thead>
<tbody>
<tr>
<td>C1</td>
<td>1</td>
<td>L.S.</td>
<td>ADD - SITE CLEARING AND DEMOLITION</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>C2</td>
<td>1</td>
<td>L.S.</td>
<td>ADD - EARTHWORK</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>C3</td>
<td>1</td>
<td>L.S.</td>
<td>ADD - CONSTRUCTION LAYOUT</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>C4</td>
<td>1</td>
<td>L.S.</td>
<td>ADD - FINAL CLEANUP</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>C5</td>
<td>700</td>
<td>L.F.</td>
<td>ADD - SILT FENCING</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>C6</td>
<td>8</td>
<td>UN.</td>
<td>ADD - TREE PROTECTION</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>C7</td>
<td>240</td>
<td>S.Y.</td>
<td>ADD - STABILIZED STONE SCREENING PAVEMENT</td>
<td>$_________</td>
<td>$_________</td>
</tr>
</tbody>
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<td>ADD - REVETMENT RESTORATION</td>
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<tr>
<td>C10</td>
<td>25</td>
<td>L.F.</td>
<td>ADD - 8' HIGH CHAIN LINK FENCE</td>
<td>$_________</td>
<td>_____</td>
</tr>
<tr>
<td>C11</td>
<td>1</td>
<td>UN.</td>
<td>ADD - 8' HIGH 10' WIDE CHAIN LINK DOUBLE GATE</td>
<td>$_________</td>
<td>_____</td>
</tr>
<tr>
<td>C12</td>
<td>1</td>
<td>L.S.</td>
<td>ADD - BOLLARD LIGHTS (COMPLETE INCLUDING ELECTRIC SERVICE)</td>
<td>$_________</td>
<td>_____</td>
</tr>
<tr>
<td>C13</td>
<td>1</td>
<td>L.S.</td>
<td>ADD - 20' GAZEBO (INCLUDING CONCRETE PAD)</td>
<td>$_________</td>
<td>_____</td>
</tr>
<tr>
<td>C14</td>
<td>2</td>
<td>UN.</td>
<td>ADD - TRASH RECEPTACLE</td>
<td>$_________</td>
<td>_____</td>
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<td>C15</td>
<td>1</td>
<td>UN.</td>
<td>ADD - INTERPRETATIVE SIGN</td>
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<td>C.Y.</td>
<td>ADD - TOPSOIL</td>
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<td>__________</td>
</tr>
<tr>
<td>C18</td>
<td>145</td>
<td>S.Y.</td>
<td>ADD - LAWN SEED MIXTURE</td>
<td>$____________</td>
<td>__________</td>
</tr>
<tr>
<td>C19</td>
<td>145</td>
<td>S.Y.</td>
<td>ADD - STRAW MULCH</td>
<td>$____________</td>
<td>__________</td>
</tr>
</tbody>
</table>

Gross Sum of Total Alternate 'C' Written in Figures:

$____________  

Gross Sum of Total Alternate 'C' Written in Words:

$____________  

Note: All bids are to be submitted in figures and words. In the event of a discrepancy, the bid in words shall govern. Mathematical errors will be resolved by multiplying the estimated quantity by the price.
BID PROPOSAL FORM

TOTAL BASE BID
Items 1 through 56
Total Base Bid for all labor, equipment, materials and installation:

Total $_______________

Total (Price in words) _________________________________________

ALTERNATE A: CHARLES POINT PARK RESTROOM
Items A1-A18
Total Bid for all labor, equipment, materials and installation:

Total $_______________

Total (Price in words) _________________________________________

ALTERNATE B: PENINSULA TRAIL with POLE-MOUNTED LIGHTING
Items B1-B19
Total Bid for all labor, equipment, materials and installation:

Total $_______________

Total (Price in words) _________________________________________

ALTERNATE C: PENINSULA TRAIL with BOLLARD LIGHTS
Items C-C19
Total Bid for all labor, equipment, materials and installation:

Total $_______________

Total (Price in words) _________________________________________

(Signature of partner or corporate officer)

ATTEST:

(Corporate Seal)

_____________________________________________

__________________________

(Secretary of Corporate Bidder)
Note: In case of any discrepancy between the price in words and that in figures, the price in words will be considered the price bid.

*The TOTAL BID shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of Bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the Bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for Bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein. All quantities must be verified by each bidder and revised as required for the bid proposal submittal.

The Contractor is further advised that the estimated quantities shown in the Bid Sheets may be reduced or deleted in order to insure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price shall remain in effect for this work. However, if the quantities are increased above 125% of the estimated, then the work performed shall paid for as described in paragraph 109 of the General Conditions.
STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

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

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder, as well as the person signing in its behalf.

c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

_________________________ ____________________________
Date Signature of Bidder

_________________________
Name and Title of Person Signing

Sworn to before me this
_____ day of ____________, 20___
RESOLUTION

Resolved that__________________________________________________________ be
(Name of Corporation)

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

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________

___________________
___________________________________________________________

(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion required by section one-hundred-three d (103-d) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or mis-statements in such certificate this corporate bidder shall be liable under the penalties of perjury.

____________________________

The foregoing is a true and correct copy of the resolution adopted by

______________________________________________________________ corporation at a

meeting of the Board of Directors held on the ________ day of _________________ 20__.

(SEAL OF THE CORPORATION)

______________________________________________

(Secretary)

Laws of New York, 1965
Ch. 751, Sec. 103-d, as amended
effective September 1, 1965.
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

BIDDER NAME: _______________________________________________  
ADDRESS AND ZIP CODE:______________________________________________________

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.  
   YES _____ NO _____ (if answer is yes, identify the most recent contract).

2. Compliance reports were required to be filed in connection with such contract or subcontract.  
   YES _____ NO _____ (if answer is yes, identify the most recent contract).

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
   YES _____ NO _____

4. If answer to item 3 is "NO", please explain in detail on reverse side of this certification.

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

____________________________________  
(Name and Title of Signer)

____________________________________  
Signature Date
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

NAME OF PRIME CONTRACTOR:

PROJECT NO.:

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

SUBCONTRACTORS CERTIFICATION

BIDDER NAME:

ADDRESS AND ZIP CODE:

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.  
   YES _____ NO _____ (if answer is yes, identify the most recent contract).

2. Compliance reports were required to be filed in connection with such contract or subcontract.  
   YES _____ NO _____ (if answer is yes, identify the most recent contract).

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.  
   YES _____ NO _____

4. If answer to item 3 is "NO", please explain in detail on reverse side of this certification.

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

___________________________________  ____________________________
(Name and Title of Signer)  Signature  Date
OFFER OF SURETY
(To be Completed by Each Bidder)

In the event the above Proposal is accepted and the undersigned is awarded the Contract for the work, the undersigned offers as surety for faithful performance, bond and/or bonds to protect labor and material men, the following surety:

__________________________________________

SURETY COMPANY

Signed _________________________________
(Bidder)

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

In the event that the above Proposal is accepted and the contract for the work is awarded to said
__________________________________________
(Bidder's Name)
__________________________________________
(Surety Company)
will execute the Surety Bonds as herein-before provided.

Signed: _________________________________
Authorized Official, Agent, or Attorney

Date: _________________________________

IMPORTANT: THIS PAGE MUST BE FILLED OUT WHEN CERTIFIED CHECK IS SUBMITTED IN LIEU OF BID BOND, OR BID MAY BE REJECTED.
STATEMENT OF BIDDER'S QUALIFICATIONS
(To be submitted by the Bidder with this bid)

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Questions may be answered on separate sheets, attached to this bid.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Current contracts on hand: Name and location of each project, dollar amount awarded for each, start date, and anticipated date of completion.
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted or been defaulted on a contract? If yes, provide details such as, but not limited to, a description of the project, entity contracting for work, and reasons for default.
10. A list of all federal, state and local violations or enforcement actions related to all commercial activity, the name of the project, total project cost, and contact person. The City reserves the right to ask for additional information based upon this response.
11. List the names and locations of all projects (with aggregate costs at or exceeding $1.5 million) that were completed by your company within five years prior to the date of this submission, a brief description, your fee, the month and year completed, and a client contact name and telephone number.
12. List your major equipment available for this Contract.
13. List your experience in work similar to this project.
14. Do you have an OSHA Awareness certification?
15. Provide a major milestones schedule.
16. List the background and experience of the principal members of your organization, including officers.
17. List the work to be performed by Subcontracts and summarize the dollar value of each Subcontract.
18. List the subcontractors, if applicable, who will be used as a qualified M/WBE firm using the tables below.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Work to be Completed</th>
<th>M/BE or W/BE Certified (select one or both where applicable)</th>
<th>Budget Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
19. Credit available: $______________________________

20. Give Bank Reference: ______________________________

21. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

22. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated: This ____________ day of ______________, 20____.

________________________________________
(Name of Bidder)

By ___________________________________

Title ________________________________

State of __________________________) )ss.
City of ____________________________)

________________________________________ being duly sworn deposes
and says that he is _______________________________ of _________________________

________________________________________
(Name of Organization)

and that the answers to the foregoing questions and all statement therein contained are true and correct.

Subscribed and sworn to before me
this __________ day of ______________, 20____.

________________________________________
(Notary Public)

My commission expires __________________, 20____.
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned

________________________________________________________
as Principal, and ___________________________________________
as Surety are held and firmly bound unto The City of Peekskill, NY

hereinafter called the "OWNER", in the penal sum of

______________________________ Dollars, ($ _____________) lawful

money of the United States, for payment of which sum well
and truly to be made, we bind ourselves, our heirs,
executors, administrators, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has
submitted the Accompanying Bid, dated:

______________________________, 20___, for THE CITY OF PEEKSKILL, NEW YORK
CHARLES POINT MULTI-USE WATERFRONT TRAIL

NOW THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening
of the same, or within any extended time period agreed to by the Principal, Surety and Owner, or, if no period is
specified, within forty-five (45) days after the said opening, and shall within the period specified therefor, or if no
period is specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a
written Contract with the Owner in accordance with the Bid as accepted, and give a bond with good and sufficient
surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; then the
above obligation shall be null and void and of not effect, otherwise to remain in full force or virtue.

Failure to comply with the aforementioned condition shall result in the forfeiture of this Bid Bond as liquidated
damages.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this
______ day of ____________ of, 20___, the name and corporate seal of each corporate party being hereto affixed
and these presents signed by its undersigned representative, pursuant to authority of its governing body.
No extension of time or other modification of this Bid Bond shall be valid unless agreed to on writing by the parties to this Bond.

In presence of:

_______________________________________(SEAL)
(Individual Principal)

_______________________________________(SEAL)
(Business Address)

_______________________________________(SEAL)
(Business Address)

Attest: By: ________________________________

_______________________________________(Corporate Principal)

_______________________________________(Business Address)
By: ________________________________ Affix Corporate Seal

Attest:

_______________________________________(Corporate Surety)

_______________________________________(Business Address)
By: ________________________________ Affix Corporate Seal

Countersigned

By: ________________________________

*Attorney-in-Fact, State of ____________________________

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, ________________________________________________________________, certify that I am
the ______________________________________________________________,
Secretary of the Corporation named as Principal in the within bond; that
________________________________________
________________________________________,
who signed the said bond on behalf of the Principal was then

________________________________________ of said corporation; that I know his
signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested to for and in
behalf of said corporation by authority of this governing body.

__________________________________
(Corporate Seal)

Title __________________________________________________________
SECTION D
AGREEMENT
CHARLES POINT MULTI-USE WATERFRONT TRAIL

BID NO. 2018-003

D. Form of Contract

This agreement, made this ______ day of ____________, 20__ by and between the City of Peekskill, Westchester County, New York, acting by and through the Common Council of the City of Peekskill under the laws of the State of New York, (hereinafter called the “Owner”, “City” or “City of Peekskill”) and ________________ hereinafter called the “Contractor”.

WITNESSETH:

WHEREAS, the City desires to engage the Contractor to render its services for Charles Point Multi-Use Waterfront Trail, Bid No. 2018-003

1. Scope of Work - The Contractor shall furnish all materials, equipment and labor necessary for the Charles Point Multi-Use Waterfront Trail Project as shown on the Bid Drawings and/or described in the specifications entitled “Bid No. 2018-003, Charles Point Multi-Use Waterfront Trail,” prepared by PSG Engineering, DPC.

2. Time of Completion and Liquidated Damages - The time of completion of the Bid will be 360 calendar days from the time of notice to proceed to substantial completion. All work shall be completed within 360 calendar days from the time of Notice to proceed. The contractor agrees to pay as liquidated damages the sum of five-hundred dollars ($500.00), for each consecutive calendar day thereafter. General Conditions of the Contract, See Section 112.

3. Contract Sum - The Owner shall pay the Contractor for work done and labor, materials and equipment furnished, the prices set forth in the Proposal attached herewith. Extra work shall be paid for in accordance with and as stipulated in Bid No. 2018-003.

4. Payments – As work under the contract is performed, the Contractor may submit a partial payment request to the City of Peekskill Department of Planning and Development for review. After approved by the City and the Project Engineer, a partial payment shall be made to the Contractor in an amount representing the work completed under the contract less retainage.

5. Contract Documents - The Advertisement and Notice To Bid (Section A), Instructions to Bidders (Section B), Bid Proposal Forms (Section C), Agreement (Section D), Labor and Material Payment Bond (Section E), Form of Maintenance Bond (Section F), General Release (Section G), Insurance (Section H), General Conditions (Section J), and Special Conditions (Section K) also including the Technical Specifications, Contract Drawings, Addenda, Appendices, Change Orders, and all Forms, Agreements and Documents included on the USB flash drive used by the Bidder for the Bid or Proposal, except as therein expressly excluded, from the Bid Documents, are deemed to be part of this Contract and binding upon the Contractor in all particulars.

6. Employment Practices: The City is an equal opportunity employer. The Contractor shall comply with all State, Local and Federal hiring practices with respect to the percent of minority engaged at the work site. The Contractor is urged to hire local residents. The Contractor shall obtain the names of City residents eligible for employment from the City’s Personnel Office.
IN WITNESS WHEREOF the respective parties hereto have hereunto set their hands and seal the day and year first written above.

CITY OF PEEKSKILL

By ________________________________
       City Manager

Signed, Sealed and Delivered in the presence of:

______________________________

CONTRACTOR

By ________________________________

__________

Signed, Sealed and Delivered in the presence of:

______________________________

(Address)

Approved by the Attorney for the City of Peekskill

By ________________________________
STATE OF NEW YORK  )
COUNTY OF WESTCHESTER  )

On the ______________________ day of __________________________, 20__, before me personally came _________________________________ to me known, who, being by me duly sworn, did depose and say that he resides at______________________________

______________________________; that he is the ______________________________ of the City of PEEKSKILL, New York the corporation described in, and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

________________________________
NOTARY PUBLIC

STATE OF NEW YORK  )
COUNTY OF WESTCHESTER  )

On the ______________________ day of __________________________, 20__, before me personally came _________________________________ to me known, who, being by me duly sworn, did depose and say that he resides at______________________________

______________________________; that he is the ______________________________ of the corporation described in and which executed the foregoing instrument that he knows the seal of said corporation; that the seal affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

________________________________
NOTARY PUBLIC
SECTION E
LABOR AND MATERIAL PAYMENT BOND
CHARLES POINT MULTI-USE WATERFRONT TRAIL
BID NO. 2018-003

BOND NO. ________

NOTE: This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That ____________________________________________, as Principal (hereinafter called Principal) and ____________________________________________ as Surety (hereinafter called Surety) are held and firmly bound unto the City of Peekskill, NY as Obligee (hereinafter called Owner) for the use and benefit of claimants as hereinbelow defined; in the amount of ____________________________________________ Dollars ($ ______________________________________), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated ________________________________ ________________, entered into a Contract with Owner for ____________________________________________ which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void; otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the principal to the other shall not in any way release the Principal and the Surety of either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.
Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefor, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _________________________day of ________________________, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

__________________________________________(SEAL)
(Individual Principal)

________________________________
(Business Address)

__________________________________________
(SEAL)

________________________________
(Business Address)

Attest: By:______________________________

________________________________
(Corporate Principal)

________________________________
(Business Address)

By:_________________________Affix Corporate Seal

Attest: By:_________________________

__________________________________________
(Corporate Surety)

________________________________________
(Business Address)

Affix

By:_________________________Corporate Seal

Countersigned

By:______________________________

*Attorney-in-Fact, State of ____________________________

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That __________________________________________________________________________

As Principal, hereinafter called Contractor, and ________________________________________________
as Surety, hereinafter called

Surety, are held and firmly bound unto _______________________________________________________

as Obligee hereinafter called Owner,

in the amount of ________________________________________________________________

Dollars(______________________________________________), for payment whereof Principal
and Surety bind

themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, Contractor has by written agreement dated ______________________________

__________________________

____________________, entered into a Contract with Owner for

______________________________________________________________________________

______________________________________________________________________________

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully
perform said Contract, including such remedial work as may be required under the guaranty during the period of
 guaranty and shall certify in writing that all wages paid under said Contract to any mechanic, laborer or workman
were equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project area,
then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having
performed Owner's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

1) Complete the Contract in accordance with its terms and conditions, by another
Contractor acceptable to the Owner, said other Contractor to act as an agent for the
Surety, or

2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms
and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a
Contract between such Bidder and Owner, and make available as work progresses (even though there should be a
default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph)
sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including,
other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph
hereof. The terms "balance of the contract price," as used in this paragraph, shall mean the total amount payable by
the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators and successors of Owner.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _______________ day of,________________________ 20___, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

____________________________________________________________________________ (SEAL)
(Individual Principal)

____________________________________
(Business Address)

____________________________________________________________________________ (SEAL)
(Business Address)

Attest: 
By:____________________________________

____________________________________
(Corporate Principal)

____________________________________
(Business Address) 
By:________________________ Corporate Affix 
Seal

Attest: 

____________________________________
(Corporate Surety)

____________________________________
(Business Address) 
By:________________________ Corporate Affix 
Seal

Countersigned
by______________________________

*Attorney-in-Fact, State of ____________________________

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.
KNOW ALL MEN BY THESE PRESENTS:

That We, ______________________________________________________________________

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

Signed, sealed and dated this _________________ day of__________________, 20____.

WHEREAS, the Principal heretofore entered into a written contract with the Obligee for the construction of the Charles Point Multi-Use Waterfront Trail.

WHEREAS, said Contract provides that the Principal shall guarantee all materials and workmanship for one (1) year in accordance with all conditions set forth in the Bid Documents.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall indemnify the Obligee against loss by reason of his failure to make good at his own expense any defects or deficiencies in materials or workmanship which may appear in the work under said contract with the period of one (1) year(s) from the date of acceptance of the work, then this obligation shall be void; otherwise to remain in full force and effect.

____________________________________
Principal

BY: ________________________________

BY: ________________________________
On this _______________________ day of ________________________20____ before me personally appeared the within named ________________________________________________ to me know, and know to me to be __________________________________________________ the individual described in and who executed the within bond, and _________________________ acknowledged to me that he _______________________________________________executed the same.

___________________________________
NOTARY PUBLIC
SECTION G

GENERAL RELEASE

(TO BE SUBMITTED WITH REQUISITION FOR FINAL PAYMENT)

KNOW ALL MEN BY THESE PRESENTS, that ____________________________

(Contractor)

for and in consideration of the sum of ____________________________

lawful money of the United States of America, to it in hand paid by

______________________________

(Owner/Contracting Agency)

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

______________________________

(Owner/Contracting Agency)

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

______________________________

(Owner/Contracting Agency)

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

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its

______________________________ and its corporate seal to be hereto affixed and
duly attested by its __________________________________________ day of 20__.

ATTEST: PRINCIPAL:

__________________________________  ________________________________

G-1
1. Insurance required to be provided by contractor and subcontractor shall comply with Section H naming the City of Peekskill (“City” or “Owner”) as well as the New York State Department of State, the Peekskill Industrial Development Agency, and DDJT Bertoline Associates, LLC as additional insured (“Others”).

2. The Contractor, prior to signing of the contract, shall provide to the City and Others, identified in Section H, and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York carrying a Best's financial rating of A or better. The Contractor shall also require all sub-contractors, agents and vendors to provide and maintain the insurance set forth within Section H.

   (a.) Workmen's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

   NOTE: Other generally recognized forms/certificates may be substituted for the above at the sole discretion of the City and others.

   (Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form WC/DB-100 or, if applicable, form WC/DB-101. PLEASE NOTE THESE FORMS REPLACE FORM C-105.21. THE APPROPRIATE REPLACEMENT FORM MUST BE NOTARIZED PRIOR TO BEING SUBMITTED TO THE WORKERS' COMPENSATION BOARD, INFORMATION UNIT FOR INVESTIGATION AND REPORT).

If the employer is self-insured for Worker's Compensation, he should present a certificate from the New York State Worker's Compensation Board evidencing that fact.
(b) Employer's Liability with minimum limit of $500,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of $2,000,000 per occurrence and $4,000,000 in the aggregate for bodily injury and property damage or a combined single limit of $4,000,000 (c.s.1), naming the City and others as additional insured. In addition, this insurance shall include the following coverages:

(i) Premises - Operations.
(ii) Broad Form Contractual.
(iii) Independent Contractor and Sub-Contractor.
(iv) Products and Completed Operations.

There shall also be excess/umbrella coverage in the amount of $5,000,000 which shall name the City and others, its elected officials, boards, commissions, engineers and employees as unrestricted additional insureds on the excess/umbrella policy. The General Liability and Excess/umbrella policy shall be the primary coverage over any coverage the City and others obtain for themselves. All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability of $2,000,000 per occurrence and $4,000,000 in the aggregate for bodily injury and property damage or a combined single limit of $4,000,000 unless otherwise indicated in the contract specifications. The City and others shall be named as unrestricted additional insured on all auto policies. This insurance shall be the primary coverage and non-contributory. This insurance shall include for bodily injury and property damage the following coverages:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

There shall also be excess/umbrella coverage in the amount of $5,000,000 which shall name the City and others, its elected officials, boards, commissions, engineers and employees as unrestricted additional insureds on the excess/umbrella policy. The Excess/umbrella policy shall be the primary coverage over any coverage the City and others obtain for themselves.

(e) Owners and Contractors Protective Liability Policy - $1,000,000 single limit endorsed that City of Peekskill and others are not responsible for premium (if applicable).
(f) Property Damage Insurance, subject to the limits set forth above, shall include the legal liability of its Contractor and Subcontractors for loss or damage to property of the City of Peekskill and others.

(g) Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractors and his subcontractors assessed against the Owner under the authority of said law.

(h) Errors and Omissions Liability Insurance Policy - $5,000,000 per each claim and in policy aggregate limit of liability providing coverages for liabilities arising out of acts and/or errors and omissions of the Contractor and all Subcontractors (if applicable).

In case of cancellation or material change in any and all of the policies, thirty (30) days notice shall be given to City Clerk, 840 Main Street, Peekskill, NY 10566 by registered mail, return receipt requested. All notices shall name the Contractor and/or Subcontractor and identify the Agreement.

3. All policies of the Contractor and subcontractor(s) shall be endorsed to contain the following clauses:

   (a) Insurers shall have no right to recovery or subrogation against the City and others (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect all parties and be primary coverage for any and all losses covered by the above-described insurance.

   (b) The clause "other insurance provisions" in a policy in which the City or others are named as insured, shall not apply to the City or others.

   (c) The insurance companies issuing the policy or policies shall have no recourse against the City or others (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

   (d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

4. All property losses shall be made payable to and adjusted with the City of Peekskill or others.

5. All policies of insurance shall be acceptable to and approved by the City’s Corporation Counsel prior to the inception of any work.

6. Other coverages may be required by the City of Peekskill or others based on specific needs.
7. If, at any time, any of the said policies shall be or become unsatisfactory to the City of Peekskill or others, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the City or others, the Contractor shall promptly obtain a new policy, submit the same to the City for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the City of Peekskill or others, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the City or others.

8. In the event that claims, for which the City and others may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the City or others.

9. The Contractor shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker’s compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The Contractor’s notice to the commercial general liability insurance carrier must expressly specify that “this notice is being given on behalf of the City of Peekskill and others as Additional Insured as well as [the Contractor] as Named Insured.” The Contractor’s notice to the insurance carrier shall contain the following information: the name of the Contractor, the number of the Contract, the date of the occurrence, the location (including street address) of the occurrence, and the identity of the persons or things injured, damaged or lost.

10. At the time notice is provided to the insurance carrier(s), the Contractor shall provide copies of such notice to the City Engineer and the Corporation Counsel of the City of Peekskill at 840 Main Street, Peekskill, NY 10566.

11. If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the City and others for all losses, judgments, settlements and expenses, including reasonable attorneys’ fees, arising from an insurer’s disclaimer of coverage citing late notice by or on behalf of the City and others.

12. To the fullest extent permitted by law, the Contractor agrees to protect, defend, indemnify and hold the City of Peekskill and others, and their elected officials, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance by the Contractor and any and all Subcontractors.
hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating
to personal injury, death, damage to property, defects in materials and workmanship,
actual or alleged infringement of any patent, trademark, copyright (or application for any
thereof) or of any other tangible or intangible personal or property right, or any actual or
alleged violation of any applicable statute, ordinance, administrative order, rule or
regulation, or decree of any court, shall be included in the indemnity hereunder. The
Contractor further agrees to investigate, handle, respond to, provide defense for and
defend any such claims, etc., at his sole expense and agrees to bear all other costs and
expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In
any case in which such indemnification would violate Section 5-322.1 of the New York
General Obligations Law, or any other applicable legal prohibition, the foregoing
provisions concerning indemnification shall not be construed to indemnify the City of
Peekskill and others for damage arising out of bodily injury to persons or damage to
property caused by or resulting from the sole negligence of the City or others and their
employees.
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GENERAL CONDITIONS

Note: The headings of the articles herein are intended for the convenience of reference only and shall not be considered as having any bearing on their interpretation.

GENERAL CONDITIONS

PART I

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

a. The term "Contract" means the Contract executed by the Client and the Contractor.

b. The term "Local Public Agency" or "Agency" or "Client" or "Owner" means City of Peekskill, New York which, is authorized to undertake this Contract.

c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Client to perform and complete the work involved in this Contract.

d. The term "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.

e. The term "Project Area" means the site of the City of Peekskill, "Charles Point Multi-Use Waterfront Trail," within which are the specified contract limits of the work to be performed in whole or in part under this Contract.

f. The term "Engineer" or "Landscape Architect" means Design Staff and Engineer in charge, serving the Client with engineering services, his successor, or any other person or persons, employed by said Client for the purpose of administering the work embraced in this Contract, the said Engineer acting directly or indirectly through any Assistant.

g. The term "Local Government" or "Municipality" or "City" means the City of Peekskill within which the Project Area is situated.

h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.

i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.

j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of workmanship required, measurement and payment.

k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
102. SUPERINTENDENCE BY CONTRACTOR

a. Except where the Contractor is an individual and gives his personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Client and the Client's Engineer, for the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. Should, in the opinion of the Engineer, any language barrier exist between the superintendent and the Engineer, the Contractor will employ a qualified interpreter.

b. Unless otherwise specified in the SPECIAL CONDITIONS, the Contractor shall lay out his own work including all surveys required and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from his failure to do so.

103. SUBCONTRACTS

a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has submitted a Non-Collusive Affidavit from the Subcontractor on the form shown in the "Invitation for Bids, Instructions and Forms" and has received written approval of such Subcontractor from the Owner. Unless specifically permitted otherwise, the Contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence work amounting to not less than 50 percent of the original total Contract value for the project, exclusive of specialty items not commonly found in contracts for similar work or which require highly specialized knowledge, craftsmanship or equipment, not ordinarily available in the organization of contractors performing work of the character embraced in this Contract. Specialty items, if any, shall be specified elsewhere.

b. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has submitted a "Certification of Proposed Subcontractor Regarding Equal Employment Opportunity" in the form shown in the "Invitation for Bids, Instructions and Forms" [Section C-9-10].

c. No proposed Subcontractor shall be disapproved by the Client except for cause.

d. The Contractor shall be as fully responsible to the Client for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

e. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.

f. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Client.

104. OTHER CONTRACTS

The Client reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate his work with theirs.

The Client may award, or may have awarded Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Client. The Contractor shall not permit or commit any act which will interfere with the performance of work by another Contractor as scheduled.
Wherever work being done by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Client, to secure the completion of the various portions of the work in general harmony.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or materialmen engaged upon this Contract. He shall be prepared to guarantee to each of his Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work. The Contractor shall, at his own expense, effect all cutting, fitting, or patching of his work required to make the same conform to the Contract Drawings and Specifications and, except with the consent of the Client, not to cut or otherwise alter the work of any other Contractor.

106. MUTUAL RESPONSIBILITY OF CONTRACTOR

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Client on account of any damage alleged to have been so sustained, the Client will notify the Contractor, who shall defend at his own expense any suit based upon such claim, and, in any judgment or claims against the Client shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney’s fees and court costs, hold harmless the Client.

107. PROGRESS SCHEDULE

The Contractor shall submit within five (5) calendar days after execution of the Agreement, a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing each and every item of work on each and every section of work in accordance with these Specifications and the SPECIAL CONDITIONS as noted in Section K. The Progress Schedule shall be shown in calendar days (30 days, 60 days, 90 days, etc.) as a timetable for each item of work, including but not limited to paving, lighting and utilities, grading, trail amenities, signage installed, landscaping and stabilization, completion of mobilization (bonded, insurance, etc.). Other requirements include:

1) The project name, number, (if any) and geographic location.

2) The contract time, contract beginning date, ending date and periods of shutdown, if any.

3) A listing of all items of work with the estimated contract cost, percentage of the total contract and periods of activity noted for each segment of the project.

4) The total estimated contract cost for each segment of the work and its percentage of the total contract.

5) The schedule will generally be set up along the following guidelines unless otherwise stated in the SPECIAL CONDITIONS under "PROGRESS SCHEDULE":

   a. From intersection to intersection along a street or from station to station along the project. (This will apply in street construction, utility construction or other LINEAR projects.)

   b. By floor and/or room and trade. (This will generally apply in structures.)

   c. For large area projects such as site work by SUB-AREA.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Engineer. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Engineer.
The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used. If the SPECIAL CONDITIONS include a "SEQUENCE OF OPERATIONS" and/or "WORK BY OTHERS", all operations referred to therein, together with any and all other operations critical to the timing of this project, shall be included in, proper sequence in the Progress Schedule.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare a pencil copy of the requisition and allow 10 days for review by the Engineer and City. The final requisition for partial payment shall be submitted, with the required number of copies, to the City and Engineer for review and final approval. The amount of the payment due to the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting five percent (5%) of the total amount, to be retained until final payment. The total value of work completed to date shall be based on the in-field measurements & estimated quantities of work completed and on the unit prices contained in the Agreement. The value of materials properly stored on the site shall be based on the estimated quantities of such materials and the invoice prices as evidenced by a supplier's receipted invoice. Copies of all invoices shall be available for inspection by the City or Engineer. All payment requests shall be in AIA format Documents G-702 and G-703 including certified payrolls.

b. Monthly or partial payments made by the Client to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Client to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Client in all details.

2. Final Payment

a. After final inspection and acceptance by the City and approval of Engineer of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Client with a release in satisfactory form of all claims against the Client arising under and by virtue of his Contract, other than such claims, if any, as may be specifically accepted by the Contractor from the operation of the release as provided elsewhere herein.

b. The City, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Client deems the same necessary in order to protect its interest. The Client, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Client under the section entitled "LIQUIDATED DAMAGES" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments
a. The Client may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Client and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Client and will not require the Client to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Client elects to do so. The failure or refusal of the Client to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

b. Each payment to the Contractor by the Client shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors by the Section entitled SAMPLES, CERTIFICATES AND TESTS under the GENERAL CONDITIONS.

109. CHANGES IN THE WORK

a. The Client may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract.

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor; services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Client authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

c. The Contractor agrees to perform any of the aforementioned changed work, along with all other required work found under the Contract, without delay and in accordance with good construction practices.

d. These changes outlined above may be made without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without affecting the validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is provided otherwise.

e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.

f. If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. However, if the quantities are more than 125% of the estimated, then the following paragraph shall apply.

g. If applicable unit prices are not contained in the Agreement or the actual quantities exceed 125% of the estimated, the Client shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

1. If the change in the work involves additional work, the procedure shall be as follows:

   a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Client may order the Contractor to proceed with the work on a Cost-Plus-Limited Basis. A Cost-Plus-Limited Basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit, as stipulated below, the total cost not to exceed a specified amount. The following allowances for overhead and profit are hereby established as reasonable and shall apply:

c.) Fifteen percent (15%) of the net cost of all labor furnished by the Contractor.

For all labor the Contractor shall receive the rate of wage actually paid as shown by his certified payroll, which shall be at least the minimum rate established by the Contract Documents. For all foremen in direct charge of the work, the Contractor shall receive the actual wage paid the foremen, as shown on his certified payroll. No part of the salary or expense of anyone above the grade of foreman and having general supervision of the work will be included in the labor item.

d.) For the cost of all insurance and taxes imposed by law on labor employed on the work, the Contractor shall receive the actual amount paid.

e.) Fifteen percent (15%) of the net cost of all materials used by the Contractor, less any allowable cash discounts, delivered on the work, including delivery charges as shown by original receipted bills.

f.) Rental rates for any power operated machinery, trucks or equipment, which may be found necessary to use on Cost-Plus-Limited work shall be negotiated between the Engineer and the Contractor. These rates shall be reasonable and shall be based on those rental rates prevailing in the area where such work is to be done, and they shall be agreed upon in writing before the work is begun. In no case shall the rental rates exceed the rates set up in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment." Those rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all attachments complete, ready to operate, but excluding operators. Operators and oilers (tenders) shall be paid as stated herein above for labor.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, the price agreed upon shall be the total compensation allowed for use of such equipment.

2. If the change in the work requires a reduction in the work involved, the procedure shall be as follows:

a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance therewith for acceptance by the Contractor; or

b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit.

The Client may then order the Contractor to proceed with the work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, he may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS, ARBITRATION AND LITIGATION.

c.) Each Change Order shall include in its final form:

1. A detailed description of the change in the work.
2. The Contractor's proposal (if any) or a confirmed copy thereof.

3. A definite statement as to the resulting change in the Contract price and/or time.

4. The statement that all work involved in the change shall be performed in accordance with contract requirements except as modified by the Change Order.

d.) Contractor shall not take advantage of any obvious error in the specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents will be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.

110. CHANGES IN SUBSURFACE CONDITIONS

Prior to submission of its bid, the Contractor shall investigate for the presence of any subsurface structures or conditions and make inquiries of all potential owners of subsurface structures or conditions. In the event the Contractor shall, during the process of the work, encounter subsurface conditions (other than seasonal variations) which materially differ from those shown on or implied by the Contract Drawings or Specifications, and if said conditions could not reasonably have been foreseen and identified by inquiry and/or inspection of the site prior to the Bid, and, further, if these changed subsurface conditions cause the Contractor to perform extra work, the Contractor shall be entitled to submit a request for additional compensation in accordance with "Claims for Extra Cost" of the General Conditions. The Contractor shall not be entitled to submit a request for additional compensation for changed subsurface conditions which vary seasonally, including but not limited to groundwater rise and fall, freezing/frost, etc. or which could have been foreseen and/or identified by inquiry and inspection of the site prior to the Bid.

Notice of the changed condition must be given to the Client and its Engineer in accordance with Section 111 Claims for Extra Cost, so that the Client will have an opportunity to investigate the same and make any alteration which, in the sole discretion of the Client may be necessary. Such notice is a material condition which must be adhered to by the Contractor.

The Engineer shall investigate the facts and shall notify the Client whether the conditions are or are not materially different from those shown or implied by the Contract Drawings or Specifications. The Client shall then notify the Contractor of its decision.

In the event of a favorable decision by the Client the Contractor shall be entitled to additional compensation and the amount of the additional compensation shall be determined in accordance with the provisions of the GENERAL CONDITIONS, CHANGES IN THE WORK.

In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

111. CLAIMS FOR EXTRA COST

a. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS, PART II, shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt
by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.

b. As soon as practicable after the final submission of all information the Client shall make a determination of any claim. Said decision of the Client shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Client shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Client fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

d. If, on the basis of the available evidence, the Client determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections:"CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS, PART I.

e. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

111-A EXTENSION OF TIME FOR PERFORMANCE

a. If performance by the Contractor is delayed for a reason set forth in Section C, the Contractor may be allowed a reasonable extension of time in conformance with this section.

b. Any extension of time may be granted only by the City upon written application by the Contractor.

c. Grounds for Extension: If such application is made, the Contractor shall be entitled to an extension of time for delay in completion of the Work caused solely:

1. By the acts or omissions of the City, its officers, agents or employees; or

2. By the act or omissions of Other Contractors on this Project; or

3. By supervening conditions entirely beyond the control of either party hereto (such as, but not limited to, acts of God or the public enemy, excessive inclement weather, war or other national emergency making performance temporarily impossible or illegal, or strikes or labor disputes not brought about by any act or omission of the Contractor).

4. The Contractor shall, however, be entitled to an extension of time for such causes only for the number of Days of delay which the Engineer may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of Articles 9 and 10.

d. The Contractor shall not be entitled to receive a separate extension of time for each of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the Work as determined by the Engineer, irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of its Subcontractors or Materialmen, and would of itself (irrespective of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.
e. The determination made by the Client on an application for an extension of time shall be binding and conclusive on the Contractor.

f. The granting of an application for an extension of time for causes of delay other than those herein referred to shall be entirely within the discretion of the Client.

g. Permitting the Contractor to continue with the Work after the time fixed for its completion has expired, or after the time to which such completion may have been extended has expired, or the making of any payment to the Contractor after such time, shall in no way operate as a waiver on the part of the City of any of its rights under this Contract.

h. Application for Extension of Time:

1. Before the Contractor's time extension request will be considered, the Contractor shall notify the City of the condition which allegedly has caused or is causing the delay, and shall submit a written application to the Engineer identifying:
   (a) The Contractor; and Project description;
   (b) Liquidated damage assessment rate, as specified in the Contract;
   (c) Original bid amount;
   (d) The original Contract start date and completion date;
   (e) Any previous time extensions granted (number and duration); and
   (f) The extension of time requested.

i. In addition, the application for extension of time shall set forth in detail:
   1. The nature of each alleged cause of delay in completing the Work;
   2. The date upon which each such cause of delay began and ended and the number of Days attributable to each such cause;
   3. A statement that the Contractor waives all claims except for those delineated in the application, and the particulars of any claims which the Contractor does not agree to waive. For time extensions for Substantial Completion and final completion payments, the application shall include a detailed statement of the dollar amounts of each element of claim item reserved; and
   4. A statement indicating the Contractor's understanding that the time extension is granted only for purposes of permitting continuation of Contract performance and payment for Work performed and that the City retains its right to conduct an investigation and assess liquidated damages as appropriate in the future.

j. Analysis and Approval of Time Extensions:

1. For time extensions for partial payments, a written determination shall be made by the City who may, for good and sufficient cause, extend the time for the performance of the Contract as follows:

2. If the Work is to be completed within six (6) months, the time for performance may be extended for sixty (60) Days;

3. If the Work is to be completed within less than one (1) year but more than six (6) months, an extension of ninety (90) Days may be granted;
4. If the **Contract** period exceeds one (1) year, besides the extension granted in Article 13.9.1(b), an additional thirty (30) **Days** may be granted for each multiple of six (6) months involved beyond the one (1) year period; or

5. If exceptional circumstances exist, the **City** may extend the time for performance beyond the extensions in Articles 13.9.1(a), 13.9.1(b), and 13.9.1(c).

6. For extensions of time for **Substantial Completion** and final completion payments, the **Engineer**, in consultation with the **City**, shall prepare a written analysis of the delay (including a preliminary determination of the causes of delay, the beginning and end dates for each such cause of delay, and whether the delays are excusable under the terms of this **Contract**. Neither the report itself nor anything contained therein shall operate as a waiver or release of any claim the **City** may have against the **Contractor** for either actual or liquidated damages.

7. Approval Mechanism for Time Extensions for **Substantial Completion** or Final Completion Payments: An extension shall be granted only with the approval of the **Engineer**, or his/her authorized representative.

8. Neither the granting of any application for an extension of time to the **Contractor** or any other **Contractor** on this **Project** nor the papers, records or reports related to any application for or grant of an extension of time or determination related thereto shall be referred to or offered in evidence by the **Contractor** or its attorneys in any action or proceeding.

k. No Damage for Delay: The **Contractor** agrees to make no claim for damages for delay in the performance of this **Contract** occasioned by any act or omission to act of the **City** or any of its officer, employees, agents or representatives, or any other contractor or subcontractor, and agrees that all it may be entitled to on account of any such delay is an extension of time to complete performance of the **Work** as provided herein.

### 112. TERMINATION; DELAYS AND EXTENSIONS: LIQUIDATED DAMAGES

1. **Termination of Contract.** For its own convenience the Client may, at any time prior to the issuance of a **Notice to Proceed**, void the **Contract** by giving unequivocal and unconditional written notice of such avoidance to the **Contractor** and in the event of such avoidance the Client will not be liable to the **Contractor** for any claims or losses, including anticipated loss of profit and monies expended in anticipation of performance under the **Contract**.

At any time subsequent to the **Notice to Proceed** the Client may, at its own convenience, terminate the **Contract** by giving unequivocal and unconditional written notice of such termination to the **Contractor**. In the event of such termination by the Client, the Client shall be responsible to the **Contractor** for the following monies only, which monies shall be subject to legitimate charges of the Client against the **Contractor**:

a. All reasonable costs incurred by the **Contractor** in performance of or in anticipation of performance of the **Contract** provided the **Contractor** shall take all reasonable steps to mitigate such damages including the return and/or re-sale of materials ordered; and

b. A mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work completed and in place, in accordance with the **Contract Drawings** and **Specifications**, to the date of termination. The **Contractor** shall remain responsible for the work completed, in accordance with the **Contract** provisions.

Should any work under this **Contract** be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the **Contractor** to recover from the **Owner** shall be determined as set forth above.
The Client may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

a. Failure to begin the work under the Contract within the time specified.

b. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.

c. Unsuitable performance of the work or failure to perform new such work as shall be rejected as defective and unsuitable.

d. Neglecting or refusing to remove material rejected as defective and unsuitable.

e. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.

f. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).

g. Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.

h. Allowing any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.

i. Making any assignment for the benefit of creditors.

j. Violating any covenants contained in the Contract Documents.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Client, the Client may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Client may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Client together with the cost of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, than the Contractor and the Surety shall be liable and shall pay to the Client the amount of said excess.

2. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

a. To any acts of the Government, including equipment, tools, or by labor by reason of war, National Defense or any other national emergency.

b. To any acts of the Client, it’s Engineer or Agents; or injunction or litigation against said Client.

c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Client, fires, floods,
epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

Provided, however, that the Contractor shall comply with the provisions 111-A EXTENSION OF TIME FOR PERFORMANCE and promptly notify the Client within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Client shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Client shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Client by reason of any delay.

3. **Liquidated Damage for Delay** If the work is not completed within the time stipulated in Section - TIME FOR COMPLETION/NOTICE TO PROCEED under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Client as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Client for the amount thereof.

113. **ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Client provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Client.

No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

114. **ENGINEER'S AUTHORITY**

The Engineer will decide all questions which may arise in relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

115. **TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in the Contract Drawings or Technical Specifications, the matter shall be immediately submitted to the Client without whose decision, said discrepancy, shall not be adjusted by the Contractor. If said discrepancy is adjusted by Contractor without Client consent, it shall be at Contractor's own risk and expense.
116. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in six (6) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Four (4) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size shall be the size of the Contract Drawings. All shop drawings, etc. and/or printed matter submitted shall be properly identified by project and specific application with reference to Contract Drawing number and specification items.

b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at his own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.

c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

d. Any shop drawings, etc., submitted without the Contractor's stamp of approval will not be considered and will be returned to the Contractor for proper resubmission. By approving and submitting shop drawings, etc., the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Contract Documents.

e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.

f. After review, the submittals will be stamped "No Exceptions Taken," "Exceptions As Noted," "Revise and Resubmit" or "Rejected - See Remarks." Three (3) prints of "No Exceptions Taken" or "Exceptions As Noted" drawings will be returned to the Contractor for his use and distribution to his suppliers and/or Subcontractors. In the case of those stamped "Revise and Resubmit" or "Rejected - See Remarks," two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit six (6) prints.

g. In any submission which is noted as "No Exceptions Taken" or "Exceptions As Noted ", the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and Specifications.

h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., six (6) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.

i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.

j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Client with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.
There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost there of shall be considered as included in the general cost of the work.

117. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Client for any additional information not already in his possession which should be furnished by the Client under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

118. MATERIALS AND WORKMANSHP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.

c. The Contractor shall furnish to the Client for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. (See Section - SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.)

d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

e. Materials specified by reference to the number or symbol of a specific standard, such as an American Society for Testing Materials Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in his opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the Engineer.

g. The Client may stop any work or any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist.

h. In the event the materials furnished or the work deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Client constitutes substantial performance, the Client may accept the same. Should the deviation in question result in a savings to the Contractor, the Client will
be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor the Client will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

119. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

b. Samples: Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He shall provide means and assist in the verification of all scales, measures and other devices which he operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Client, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

c. Certified Test Report: A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and Specifications, and shall also include the following information:

(1) Item number and description of material
(2) Date of manufacture
(3) Date of testing
(4) Name of organization to whom the material was signed
(5) Quantity of material represented, such as batch, lot, group, etc.
(6) Means of identifying the consignment, such as label, marking, lot number, etc.
(7) Date and method of shipment
(8) Name of organization performing tests

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

d. Materials Certificate. A materials certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and Specifications, The document shall also include the following information:

(1) Project to which the material is consigned.
(2) Name of Contractor to whom material is supplied.
(3) Item number and description of material.
(4) Quantity of material represented by the certificate.
(5) Means of identifying the consignment, such as label, marking, lot numbers, etc.
(6) Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

e. Certificate of Compliance. A certificate of compliance shall be a document certifying that the materials, components and equipment by the previously submitted certified test report and materials certificate, have been installed in the work and that they conform to all the requirements of the Contract Drawings and Specifications. The following information shall also be required on the document:

(1) Project number.
(2) Item number and description of material.
(3) Quantity represented by the certificate.
(4) Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

f. Tests. Tests as required by the Specifications will be made in accordance with the latest revision to the Standard Method of American Association of State Highway Officials or the American Society for Testing and Materials in effect at the time of bidding, unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

Materials will be rejected by the Engineer whenever, in his judgment, they fail to meet the requirements of the specifications.

The Client reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

g. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Client's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment within reasonable and particle limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.
h. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follow:

(1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer and the Client shall pay all other testing costs of said samples.

(2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements.

(3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

120. PERMITS AND CODES

a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local bylaws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Client and all of its representatives, against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc., and shall immediately report any discrepancy to the Client. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the Client will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Client, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. Unless otherwise specified, the Contractor shall at his own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits, etc., required by the regulatory body or any of its agencies.

c. The Contractor shall comply with applicable Local/State/ Federal laws, ordinances, codes, etc., governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

121. CARE OF WORK

a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Client.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on
wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

b. The Contractor shall at his sole expense and without any additional cost to the Client provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Client, is authorized to act at his discretion to prevent such threaten loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Client. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Client as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.

d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Client, the Local Government, and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and front all loss or expense and all damages for which the Client, the local Government and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

122. ACCIDENT PREVENTION

a. The Contractor is solely responsible for and shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which arise from the Contractor’s work or the work of any of Contractor’s agents, subcontractors or vendor under this Contract. The Contractor is solely responsible for compliance with the safety provisions of all applicable Local/State/Federal laws and building and construction codes and the Contractor shall take or cause to be taken such additional safety and health measures as are reasonably necessary for the protection of persons and property, as the then existing circumstances and conditions require.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. A copy of this manual shall be available for reference at all times in the Contractor's field office. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the work under this Contract in accordance with the requirements of the applicable State/Local/ Federal regulations. The Contractor shall promptly furnish the Client with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Client, Local Government and the Engineer from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or
alleged to have been suffered, by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

123. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health/sanitary regulations.

124. USE OF PREMISES

a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits, Storage Area, Staging Area, Work Area, or Temporary Construction Area as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Client, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.

b. The Contractor shall comply with all instructions of the Client, Engineer and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

c. See also PARTIAL USE OF IMPROVEMENTS of the SPECIAL CONDITIONS.

125. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, prior to final inspection, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Client and existing Local/State/Federal regulations.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

126. INSPECTION/ACCEPTANCE OF THE WORK

a. All materials and workmanship shall be subject to inspection, examination or test by the Client and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Client or Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Client may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Client.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section - SAMPLES, CERTIFICATES AND TESTS, under the GENERAL CONDITIONS, PART I.) All tests by the Client or Engineer will be performed in such manner as not to delay the work unnecessarily and shall be made as required by the Technical Specifications.
c. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer (such as a testing organization designated by the Client), of the date fixed for such inspection. If any work, should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer or Client, the Contractor shall uncover for inspection and recover such facilities all at his own expense, when so requested by the Client or Engineer.

Should it be considered necessary or advisable by the Engineer or Client at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective due to the fault of the Contractor or his Subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, payment under the provisions of the GENERAL SPECIFICATIONS, CHANGES IN THE WORK, shall be allowed the Contractor and he shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Client or its agents shall relieve the Contractor or his sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

127. REVIEW BY CLIENT

The Client, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Client through its authorized representatives or agents.

128. FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Client in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Client having charge of inspection. If the Client determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of other Governmental Agencies, and representatives of each department of the Local Government having in charge improvements of like character when such improvements are later to be accepted by the Local Government.
129. DEDUCTIONS FOR UNCORRECTED WORK

If the Client deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Client and subject to settlement, in case of dispute, as herein provided.

130. INSURANCE

A. Workmen's Compensation.

The Contractor shall carry or require that there be carried Workmen's Compensation Insurance and Employer's Liability Insurance for all his employees and those of his Subcontractors engaged in work on the site, in accordance with State or Territorial Workmen's Compensation Laws. See Section H for further detail.

B. Manufacturers' and Contractors' Liability.

The Contractor shall carry or require that there be carried Manufacturers' and Contractors' Liability Insurance with limits as specified in the "SCHEDULE OF INSURANCE" under "INSURANCE" of Section H and the Special Conditions for:

1. Personal Injury: This shall protect the Contractor and his Subcontractors and their heirs and assigns against all claims for injury to or death of one, or more than one person, because of accidents which may occur as a result from operations under this Contract; such insurance shall cover the use of all equipment, including, but not limited to, excavation machinery, trenching machines, cranes, hoists, rollers, concrete mixers, motor vehicles, and other equipment as may be specified elsewhere which may be used in the construction of the improvements embraced in this Contract. This Personal Injury Liability Insurance will be carried from commencement of work to final acceptance of the work under this Contract and will be extended to include insurance for completed operations. The completed operations portion of the Personal Injury Liability Insurance shall be extended for the entire period of the guarantee unless otherwise specified. This insurance shall cover owned, hired, and non-owned equipment.

2. Property Damage: This shall protect the Contractor and his Subcontractors and their heirs and assigns from all claims for property damage which might arise from operations under this Contract.

Property Damage Liability shall be extended to include insurance for completed operations. The completed operations portion of the Property Damage Liability Insurance shall be extended for the entire period of the guaranty unless otherwise specified.

3. Manufacturers' and Contractors' Liability shall not exclude ability for personal injury or damages to property as a result of blasting, explosion, collapse of buildings or structures, and damage to underground installations.

C. Automotive Liability

The Contractor shall carry or require that there be carried Automotive Liability Insurance for personal injury and property damage with the limits as specified in the "SCHEDULE OF INSURANCE" under "INSURANCE" of the Special Conditions and Section H to protect the Contractor and his Subcontractors and their heirs and assigns from all claims for any personal injury or property damage caused by an occurrence and arising out of the ownership, maintenance or use, including loading and unloading, of any vehicles during the operations under this Contract. This coverage shall include coverage for owned, hired and non-owned vehicles.

D. Owners' Protective Liability

The Contractor shall carry or require that there be carried Client's Protective Liability Insurance for and in the name of the Client and any others as may be specified in the Special Conditions under "INSURANCE"
to protect them and their heirs and assigns from all claims for personal injury and property damage arising from the Contractor's or his Subcontractor's operations under this Contract with like coverage and requirements for the Contractor's "Manufacturers' and Contractor's Liability" Insurance as specified herein and with the limits as specified in the "SCHEDULE OF INSURANCE" under "INSURANCE" of the Special Conditions and Section H.

The Contractor and his Insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit, action or claim brought against the Client or City of Peekskill.

E. Builder's Risk Insurance

If required by "INSURANCE" of the Special Conditions, the Contractor shall carry Builder's Risk Insurance (Fire and Extended Coverage, including "Special Extended Coverage" - also known as All-Risk Builder's Risk Coverage) on a 100% completed value basis of the insurable portions of the project for and in the name of the Client, the City of Peekskill, and the Engineer unless otherwise specified. The Contractor and Subcontractors and other interests shall be named only under the Loss Payable Clause as their interests may appear. The Reporting Form type of Builder's Risk Insurance will NOT be acceptable. The maximum acceptable deductible shall be $1,000. See Section H for further detail.

F. Job Office Insurance

The Contractor, when required by the Special Conditions to provide job offices for the use of the Client and Engineer shall carry insurance for and in the name of the Client and the Engineer or accept full responsibility (in writing; for loss or damage to the contents to cover office records, supplies, instruments, equipment and personal property of the Client and Engineer using the field office. If insured, the limit shall be as specified in the "SCHEDULE OF INSURANCE" under "INSURANCE" of the Special Conditions and Section H.

G. Other Insurance

The Contractor shall carry or require that there be carried any other insurance as required in the Special Conditions under "INSURANCE" or Section H.

H. Endorsements

1. Each Contractor's policy shall include a Contractual "HOLD HARMLESS" endorsement and coverage as follows: "The Contractor (and his Subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto; shall relieve the Client, the City of Peekskill, the Project Engineer and Municipal Engineers, officers and agents from liability for consequent damages arising out of work performed under this Contract including delay, loss of business, damages to life or property caused as a result of damage, injury or other action by the Contractor (or his Subcontractors), direct or indirect; and shall indemnify and save harmless the Client, the City of Peekskill, the Engineers, and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from non-compliance unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in performance of the work, or by or on account of any direct or indirect act or omission of the Contractor (or his Subcontractors) or his employees or agents, and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the City of Peekskill, Client or Engineer may have directly or indirectly caused or contributed thereto:

2. Manufacturers' and Contractors' Liability shall further include an endorsement stating: "This policy shall cover owned, hired and non-owned equipment". "Coverage for completed operations for both personal

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injury and property damage extended for the period of guaranty shall be covered under this policy. Manufacturers' and Contractors' Liability coverage includes liability for personal injury or damages as a result of blasting, explosion, collapse of buildings or structures, and damage to underground installations.

3. Automotive Liability Insurance shall include an endorsement as follows: "This policy shall cover owned, hired and non-owned vehicles."

4. Owner's Protective Liability shall include an endorsement as follows: "The Contractor and the Insurance Company waive governmental immunity as a defense and will not use the defense of governmental immunity in the adjustment of claim or the defense of any suit, action or claim brought against the Client or the City of Peekskill.

5. ALL POLICIES shall include: (a) endorsement of the work description, contract name, number and location. (b) an endorsement that the Insurance Company will give at least thirty (30) days written notice to the Client and Engineer prior to any modification or cancellation of any such policy, (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/or charges, and (d) an endorsement as follows: "This policy is issued in compliance with the requirements of the Contract, Documents for the project and issuing Company/Agent is fully cognizant of the requirements as stated therein."

I. Proof of Insurance

Before commencing any work under this Contract, the Contractor shall submit copies of the Endorsements to Insurance Policies, to the Client, Engineer and any others as may be specified in the Special Conditions under “INSURANCE” and Section H, evidencing that all insurance as required herein is in force. The policies shall be identified by title, policy number, effective date, expiration date, coverages and limits of liability. Required or verbatim quotes of endorsements as required above or by the Special Conditions and any non-standard exclusion endorsements for any required policies shall be attached to or be a part of the Certificate/Certificates of Insurance.

The Contractor must either include coverage for his Subcontractors in his policy or submit similar Certificates of Insurance from each of his Subcontractors before their work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular Subcontract work.

During the course of construction under this Contract, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the Client shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Client, the Engineer or other parties due to any delays caused thereby, nor shall it extend the completion time of the Contract.

J. Approval/Disapproval of Insurance

Upon receipt of the Certificate(s) of Insurance or binders, the Client will, in writing, identify the policies and indicate its approval or disapproval. New policies from other companies shall be provided in place of those disapproved. Such insurance shall only be carried with financially responsible insurance companies, licensed in the State and approved by the Client and HUD office. All policies shall be kept in force until the Contractor's work is accepted by the Client (unless otherwise specified). Insurance policies (covering all operations under this Contract or, if so noted for extended operations) which expire before the Contractor's work is accepted by the Client (or where noted for extended operations, through the period of guaranty) shall be renewed and evidence of same submitted to the Client for its approval.

131. PATENTS

The Contractor shall hold and save the Client and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account
of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Client, unless otherwise specifically stipulated in the Technical Specifications.

132. WARRANTY OF TITLE

No material, supplies or equipment incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Client free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Client. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Client or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twelve (12) months from the date of final acceptance of the work. The Client will give notice of defective materials and work with reasonable promptness.

134. ARBITRATION AND LITIGATION

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall at the option of the Client be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The Client shall exercise its option to arbitrate concurrent with the rendering of its final decision on the claim. Should it fail to render a final decision within the prescribed time or fail to exercise its option, the claim will be determined in accordance with the Rules of the American Arbitration Association as herein, before stated.

135. RISK OF LOSS

The Client assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

136. REQUIRED PROVISIONS DEEMED INSERTED

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

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and Specifications, or any disagreement in measurements upon the Contract Drawings' must be submitted to the Engineer before construction of the work.

138. SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

The Contractor shall employ watchmen on the work as necessary and shall erect and maintain such strong and suitable barriers and such lights as will effectually prevent the happening of any accident to health, limb or property. Lights shall be maintained between the hours of sunset and sunrise, and during periods of low visibility.

If at any time in the opinion of the Engineer, the work is not properly lighted, barricaded and in all respects safe, both in respect to public travel or adjacent property, public or private, and if under such circumstances the Contractor does not or cannot immediately put the same into proper and approved condition, or if the Contractor or his representative is not upon the ground so that he can be immediately notified of the insufficiency of safety precautions, then the Engineer may put the work into such a condition that it shall be, in his opinion, in all respects safe and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Engineer. Such action of the Engineer, or his failure to take such action shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this section.

139. TIME OF WORK

Unless otherwise especially permitted, work shall be done only during the hours of 8:00 am and 4:00 pm daily, Monday through Friday. No work shall be done during nights, except as necessary for the protection of the public and the proper care of work already performed. If it shall become imperative to perform new work beyond the time limits stipulated above, the Owner shall be informed a reasonable time in advance of the beginning of such work. The Engineer must be present and the Contractor shall bear the costs for their inspection. The Contractor shall obey all local ordinances and shall obtain any waiver necessary for working beyond the limits specified and shall perform required neighborhood notifications. Should the contractor elect to work Saturdays, he shall bear the costs for inspection and Municipal employee’s time at the site if necessary.

Only with the prior approval of the Engineer shall night work or work on Sundays or legal holidays requiring the presence of the Engineer be permitted except for emergencies or as specified elsewhere. Should night work be permitted or required, the lighting and other facilities which are necessary for performing such work must be provided by the Contractor and comply with the applicable safety codes.
140. OBSTRUCTIONS ENCOUNTERED

In addition to showing the construction under this Contract, the drawings show certain information obtained by the Client regarding conditions and features which exist at the site of the work, both at and below the surface of the ground. The Client and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information except as provided under the Sections CHANGES IN SUBSURFACE CONDITIONS and EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS. It is specifically called to the Contractor's attention that all services, laterals, etc., are not shown on the Contract drawings and it shall be his responsibility to locate and protect the same; see paragraph 26 of the Special Conditions Section. The information which is shown is only for the convenience of the Contractor, who must verify this information to his own satisfaction. The giving of this information upon the Contract Drawings will not relieve the Contractor of his obligations to support and protect all existing utilities, structures and fixtures which may be encountered during the construction of the work, except as provided in the Section EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS.

141. EXISTING UTILITIES, STRUCTURES AND FIXTURES

The Contractor shall be responsible for the preservation of all public and private underground and surface utilities/structures at or adjacent to the construction work; insofar as they may be endangered by the work. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, the Municipality does not guarantee their locations even though the information will be from the best available sources.

The Contractor shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure; shall properly protect all utilities/structures encountered; shall at their expense repair/replace any items that are damaged; and shall proceed with caution to prevent undue interruptions to utility services.

Should it become necessary for the Contractor to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (Not trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture, such removal or relocation will be paid for in accordance with the provisions for CHANGES IN THE WORK of the GENERAL CONDITIONS. Should said utilities, structures or other fixtures be removed or relocated by the Owner or the respective utility companies at no cost to the Contractor, no payment will be made therefore.

Prior to any removal or relocation of existing facilities, structures or fixtures, the Contractor shall notify the Engineer of the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the owners of the same to properly care for them.

Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damages or any claim other than for an extension of time. See GENERAL CONDITIONS, CLAIMS FOR EXTRA COST.

If the Contractor desires temporary changes of location for his convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, he shall satisfy the Engineer and Client that the proposed relocation does not interfere with his or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make his own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.
The Contractor shall not remove or relocate any utility, structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, specifications or ordered by the Engineer.

142. CONTROL OF EXISTING FLOWS

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing his flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or sanitary backup on his work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the local, state or federal health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows.

In the event the Contractor uses water from natural water sources for his operations, intake method shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

143. SEWAGE, SURFACE, GROUNDWATER AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

The Contractor shall employ such feasible and practical methods in his operations as will prevent pollution, sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond or bog, etc. without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained, the Contractor shall ensure that no solids, debris, suspended soil particles, impurities or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from his disposal methods and any necessary measures (such as but not limited to cleanup) required to return the system to preconstruction conditions. In addition to the above, disposal on private property shall be only with the prior written permission of the property owner.

Any water used for any purpose by the Contractor shall not be discharged in such a way as to create pollution, sedimentation or other adverse effects upon the aforementioned streams or waters.

144. CONNECTING TO EXISTING WORK

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, he shall make the necessary pipe line, roadway and other connections at the several points in order that on completion of this Contract, water, sewage, or storm water, as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

145. EXISTING IMPROVEMENTS

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor
to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by his operations.

The utility mains, ducts, poles and services in the construction area, where shown on the Contract Drawings are at the approximate locations furnished by various utilities concerned. These locations are subject to possible errors in the source of the information; also, errors in transcription. The Contractor shall make certain of the exact location of mains, ducts, poles and services prior to excavation or construction near the same.

It is the responsibility of the Contractor to contact the various utility companies and make each aware of the pending construction and generally familiarize said utilities with the locations of conflicts in the case of the proposed construction. The Client shall be part of all conversations relating to utilities. The various utility companies will make all adjustments to their own lines except where otherwise shown on the Contract Drawings or specified. The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan his work so that least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference due to negligence on the part of the Contractor. The Contractor shall support all utility lines uncovered during excavation.

146. ACCESS TO SITE

The Contractor shall make every effort to minimize damage to all access routes, and he shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on or from public streets or rights-of-way and for securing additional access rights thereto.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Local Government and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operation.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for himself any right to use more space or greater privileges than the space provided by the Client for purposes incidental to the performance of the Contract, he shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Client and/or City of Peekskill will arise therefrom. The Client and/or City of Peekskill shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Client and/or Local Government and others for any and all losses, damage or expense which the Client and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Client to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Client may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Client and/or Local Government against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc. provided by the Client.

147. ACCESS TO ADJACENT PROPERTIES

The Contractor shall at all times maintain vehicular and pedestrian access to all properties abutting or adjacent to construction under this Contract, all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due to operations or proposed work called for under the Contract, the
Contractor shall, at his sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the Engineer.

148. USE OF ROADWAYS

During the progress of the work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Client from any expense whatsoever due to his operations on/over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line or in the vicinity of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Roadway intersections may be blocked but one-half at a time and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public and to provide access to private driveways. In the event of the Contractor's failure to comply with these provisions, the Client may cause the same to be done, and will deduct the cost of such work from any monies due or to become due the Contractor under this Contract, but the performance of such work by the Client or at its insistence shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the work.

149. SNOW REMOVAL

If the Contractor's operations or occupancy of any public street or highway, or the rough surfaces over any trench or area being maintained by the Contractor, shall interfere with the removal or plowing of snow or ice by the public authorities or land owners, or sanding of icy surfaces, in the ordinary manner with regular highway equipment, then the Contractor shall perform such services for the said public authorities or owners without charge; or failing to do so, shall reimburse the said authorities, Client for any additional cost to them for doing such work occasioned by the conditions arising from the Contractor's operations, occupancy or trench surfaces, together with any damage to the equipment of said parties by those conditions, or claims of any party for damage or injury or loss by reason of failure to remove snow or ice or to sand the icy spots under those conditions.

150. WEATHER CONDITIONS/WORK IN FREEZING WEATHER

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission be given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

151. INTOXICATING LIQUORS

The Contractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work specified in this Contract or upon any of the grounds occupied by him or by his employees.

152. BLASTING

If explosives are used, all requirements for transportation, use and storage of Local, State and Federal laws and regulations must be complied with and all necessary permits and licenses obtained by the Contractor at his expense. Permits and licenses must be shown to the Engineer on request.

Explosives must be carefully transported, stored, handled and used. The Contractor will keep on the job only such quantities of explosives as may be needed for the work underway and only during such time as
they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separate from other explosives. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premise. Care must be taken that no explosives, caps or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.

An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot, the location, amount of holes, depth, spacing, amount of explosive per hole, number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot shall be recorded.

Explosives shall be such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work.

The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground. Adequate warning shall be given to all persons in the vicinity before any blast is discharged.

When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.

When blasting for trench excavation, each shot sequence shall begin sufficiently ahead of completed work to prevent damage to the completed work which must be properly protected prior to each shot.

The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation, and if so ordered by the Engineer, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.

In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.

The Contractor shall notify each public utility or others having structures in proximity to the site, and others who may be affected, of his intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not in any way relieve the Contractor of responsibility for any damage resulting from his blasting operations.

When in sufficiently close proximity to existing gas, water, sanitary, storm, subway or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, in order to protect said utilities and their services from damage. Approved methods other than blasting are barring and wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility.

No explosives shall be brought into, stored or used on the site of any job by the Contractor unless and until he shall have furnished the Engineer with a satisfactory certificate of insurance showing that the risks arising from the presence of and use of explosives and from blasting are included within the insurance provided by the Contractor to secure his obligations to the Owner. Insurance should also cover damage to any underground utilities or other underground facilities.
153. INDEMNITY CLAUSE

The Contractor (and his Subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto; shall relieve the Owner, the City of Peekskill, the Engineers and their employees, officers and agents from liability for consequent damages arising out of work performed under this Contract including delay, loss of business, damages to life or property caused as a result of damage, injury or other action by the Contractor (or his Subcontractors), direct or indirect; and shall indemnify and save harmless the Owner, the City of Peekskill, the Engineers, and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from noncompliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in performance of the work, or by on account of any direct or indirect act or omission of the Contractor (or his Subcontractors) or his employees or agents, and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Client, City of Peekskill or Engineer may have directly or indirectly caused or contributed thereto.

154. DISPUTES

a. All disputes between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS, PART II, shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute delay the work under this Contract.

b. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form, the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. Each decision by the Client will be in writing and will be mailed to the contractor by registered or certified mail, return receipt requested, directed to his last known address.

d. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provision of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.
SECTION K
SPECIAL CONDITIONS

CHARLES POINT MULTI-USE WATERFRONT TRAIL
BID NO. 2018-003

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SPECIAL CONDITIONS

1. PROJECT SITE

The location of the project extends along the Hudson River from the existing Charles Point Park in the City of Peekskill to the Village of Buchanan over permanent easements held by the City of Peekskill as depicted in the Construction Drawings.

2. TIME FOR COMPLETION/NOTICE TO PROCEED

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner (City of Peekskill) in the Notice to Proceed to the Contractor and shall be fully completed within 360 consecutive calendar days thereafter or as modified in accordance with the GENERAL CONDITIONS.

The Contractor will be bound to the performance of the Contract when given a Notice to Proceed with the work no later than 30 calendar days after the date of the execution of the Contract by the Contractor.

When the Contractor is not given a Notice to Proceed with the work within the aforementioned 30 DAY PERIOD, the Contractor may elect to void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Owner. Such avoidance shall be effective upon actual receipt by the Owner, prior to the mailing or actual delivery of any Notice to Proceed. In the event of the Owner's failure to issue a Notice to Proceed, the Contractor's sole remedy shall be the avoidance of the Contract as set forth and the Owner will not be liable to the Contractor for any claims or losses including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible to determine, the Contractor and his Sureties shall be liable and shall pay to the Client the sum of FIVE HUNDRED DOLLARS ($500.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

5. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.

c. All papers required to be delivered to the Client shall, unless otherwise specified in writing to the Contractor, be delivered to the City Planner, 840 Main Street, Peekskill, NY 10566, and any notice to or demand upon the Client shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Client at such address, or to such other representatives of the Client or to such other
address as the Client may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

6. SIGNS

a. Project signs will be required as indicated in Section ‘L’ of the Technical Specifications.

b. Subject to prior approval of the City as to size, design, type and location and to local regulations, the Contractor and/or the Subcontractors may erect temporary signs for purpose of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property.

7. CONTRACT DOCUMENTS AND DRAWINGS

The City will furnish the Contractor without charge one (1) full sized paper copy of the Contract Documents, including Technical Specifications and Drawings.

8. JOB OFFICES - None Required

9. PARTIAL USE OF IMPROVEMENTS

The City at its election, may give notice to the Contractor and place in use those sections of the work which have been completed, inspected and can be accepted as complying with the Contract Documents and if in its opinion each such section is reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

a. The use of such sections of the work shall not materially impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damage or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section J - GENERAL GUARANTEE under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work, which the Contractor is required to construct under this Contract.

10. RAILROAD CROSSINGS

a. Where railroad crossings occur, the Contractor shall provide the railroad with all data on how he intends to perform the Work and shall complete such Work in strict compliance with railroad requirements.

11. MAINTENANCE OF ACCESS PROTECTION OF PUBLIC AND UTILITIES

a. Interference with Utilities: The Contractor shall not make connections to existing water mains, operate valves, or otherwise interfere with the operation of existing water distribution system until he has given a seventy-two (72) hour notice to the affected owner and secured his approval of the proposed action. The Contractor shall notify gas, electric, and telephone companies, and all other utility companies having facilities which are subject to interference, at least 72 hours in advance of the time he proposes to perform Work in the area so that they may take such precautions as they deem necessary to protect their properties. Contractor shall be responsible for calling a code 53 prior to commencement of work.
b. **Protection of the Public**: When necessary to close a street temporarily, detours shall be provided, and these shall be plainly and adequately marked. Adequate barricades, lights and other warnings shall be provided and erected to protect the public from the Work. No additional compensation will be allowed for traffic control; all costs thereof shall be included in the lump sum and unit prices bid for the Work.

c. **Maintenance of Access**: The Contractor at all times shall maintain streets and thoroughfares in such condition as to provide ready access to business establishments and private dwellings.

Where necessary, suitable bridges shall be constructed over trenches for pedestrians and vehicular traffic. All such temporary structures shall be safe in all respects, and shall comply with OSHA regulations. The Contractor shall be liable for any damages or injuries resulting from his Work. The Contractor shall ascertain the evenings on which business establishments are open in the section where Work under this Contract is being performed, and he shall clean up and prepare the business section for the usual activities on those evenings.

12. **TEMPORARY LIGHT, POWER, HEAT, WATER, AND SANITATION FACILITY**

a. The Contractor shall provide all wiring, piping, metering equipment, fixtures, current, fuel, etc., for temporary light, power, heat and water required for the construction Work, and shall operate and maintain same at his own expense.

b. All wiring for electrical light and power shall be installed and maintained in a first-class manner, as ordered or approved, and securely fastened in place at all points. Unless otherwise authorized, circuits separate from lighting circuits shall be used for all power purposes. Electric light and power lines shall be kept as far as is practicable from telephone or signal wires and from wires for firing blasts. Special precautions shall be taken to avoid short circuits in any part of the wiring system. All wiring and conduits shall be removed when directed, on or before the completion of the Work of this Contract.

c. If, in the opinion of the Engineer or City, the temporary facilities provided by the Contractor are inadequate, the Contractor will not be permitted to proceed with any portion of the Work thereby affected.

d. The Contractor shall provide, at his own expense, the water supply necessary for drinking purposes, and all water required for the performance of the Work.

e. The Contractor will provide his own sanitary stations for usage by all approved affiliated crews.

13. **UNFORESEEN DIFFICULTIES**

a. The Contractor shall bear all losses arising out of the nature of the Work to be performed under this Contract, or resulting from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the Work, or from the action of the elements, or from encumbrances on the site of the Work.

14. **PHOTOGRAPHS OF PROJECT**

a. The Contractor shall furnish photographs, both digital and hard copy sized 3”x5”, if required by the Owner, in the number, type and stage as enumerated below:

(1). All facades and site features located within the contract limit line prior to commencement of construction.

(2). All facades and site features located within the contract limit line, at project completion.

(3). One (1) photograph of each easement and generally at special construction, sidewalk, sewer construction or as directed by the Engineer or City taken prior to and upon completion of construction.

(4). In addition, the Contractor shall furnish photographs taken prior to commencement and upon
completion of construction along all State, County and Local roads, and at such other points as may be
designated by the Engineer or the City.

15. MAINTENANCE OF TRAFFIC

   a. The Contractor shall cause as little inconvenience to traffic as is possible, and effort shall be made to
      preserve at least one-way traffic on all streets at all times.

   b. The handling of traffic on State and County Highways shall be with the approval of and in accordance
      with the requirements of the New York State Department of Transportation in the case of State Highways,
      and Westchester County Highway Department in the case of County highways. The Contractor shall consult
      with the Chief of Police, with the Chief of the Fire Department, and with the DPW Supervisor to ascertain
      requirements with respect to City and City Roads and the directions of these officials are to be fully complied
      with in all details. All necessary permits for the Work shall be obtained and paid for by the Contractor. No
      additional payments will be made for maintenance and control of traffic.

16. WORK IN STATE OR COUNTY ROADS

   a. Where sewer lines traverse or cross roads which are under the jurisdiction of the State or County, the
      Contractor shall post bonds and shall obtain all necessary permits and assume the costs in connection with
      the bonds and departmental supervision.

17. INSURANCE

   The limits of coverage required for this Contract are described in this document under Section H "Insurance."

18. LAYOUT OF WORK

   The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as
   shown on the Contract Drawings and all costs in connection therewith shall be included in the contract
   price(s).

   The Contractor shall employ competent personnel and all work shall be subject to the approval of the
   Engineer and City.

   The Contractor shall be held responsible for the protecting and safe guarding of all control points and bench
   marks set by the Engineer or City and his own forces. Any replacement or re-establishment of control points
   or bench marks by the Engineer or City, shall be at the expense of the Contractor.

   The required horizontal and vertical control necessary to perform this work will be supplied by the Engineer
   or City at a later date.

19. WORK BY OTHERS

   Private utilities, Contractors, Developers or other parties may be expected to be working within the Contract
   Area during this Contract. When two or more contractors are working in the vicinity simultaneously the
   Contractor shall conduct his work harmoniously with the requirements of the other contractors and shall not
   interfere with or delay their work.

   It shall be the responsibility of the Contractor to coordinate his work under this Contract with the work being
   done by others in order that the construction may proceed in an efficient and logical manner. The Contractor
   shall have no claim or claims whatever against the Owner, Engineer, or other parties due to delays or other
   reasons caused by the work by others or his failure to coordinate such work.

   The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their
   materials and equipment and the execution of their work, and shall properly connect and coordinate his work
with theirs.

If any part of the Contractor’s work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer or City any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and shall constitute and acceptance of the other contractors works as fit and proper to receive his work, except as to defects which may develop in the other separate contractors work after the execution of the Contractor’s work.

Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Municipality or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, see General Condition hereof, Section 134, Arbitration and Litigation.

20. SCHEDULE OF DRAWINGS

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21. CONTRACTOR’S WORK AND STORAGE AREA

Approved areas within the Project Boundary are available for use by the Contractor, for work, storage of equipment, materials and trailers during the period of this Contract. The Contractor shall contact the Owner to determine if any specific locations will be designated or gain their approval prior to using any other areas. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials except as otherwise specified and restore the site to its original condition as approved by the Engineer or Owner and at no cost to the Owner.
22. "OR EQUAL" CLAUSE

UNLESS OTHERWISE SPECIFIED:

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., the intent is to establish a standard. Any material, article, or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the engineer, of equal substance and function. Furthermore; the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that substitute equipment will be approved by the Engineer and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment will be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense, make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the Owner for the engineering service.

23. TEMPORARY WATER MAIN SHUTDOWN

All work which requires an existing water main to be shut down temporarily shall be so scheduled and so executed to keep public inconvenience to an absolute minimum. The Contractor is hereby alerted to the fact that this shall require some work to be performed during unusual hours. Also, once an existing water main is shut down to allow reconnection to a new main, work shall continue diligently, without interruption, until the existing main can be returned to service. There shall be no separate payment for performing the above work but all cost incidental thereto are considered to be included in the various prices bid under this Contract.

24. RECORD DRAWINGS

Record Drawings will be made by the Contractor. The Contractor will be required to perform any necessary field measurements and provide reproducible Record Drawings. The Record Drawings must reflect changes made in the field contrary to the plan, diagrams, and/or notes specified in the Contract Plans, including exact dimensions, geometry, and location of all elements of the work completed under the Contract. All changes must be “red lined” to indicate the variation from the Contract Plans.

The Contractor will then superimpose these Record Drawings with the original Contract Plans and make available to the City and/or Project Engineer. The Contractor must provide Record Drawings for the boardwalk area (see Contract Drawings) and for the property n/f owned by DDJT Bertoline Associates, LLC.

The Contractor will submit to the City and/or Project Engineer both hard copies and digital versions of the ‘Record Drawings’ and ‘As Built Plans’ provided as a PDF (600 dpi or higher) on a USB flash drive.

25. GROUNDWATER AND WATER

The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing groundwater or water from any other source, from trenches, tunnels and other parts of the work and for preventing the trench slopes from sliding or caving. He shall sufficiently dewater all trenches, tunnels, or other excavations to completely dry out and solidify the bottom of the trench to whatever depth is necessary below said bottom of the trench to provide a firm, solid, completely dry bottom on which to place foundation material, lay pipe or build a structure.

It is expressly understood that the Engineer or Owner is not responsible for any flooding, high-water tables, underground water or any other water problems which may be encountered on any portion of the work called for under this Contract and that the Contractor must include all anticipated costs for dewatering all
excavations in the price(s) bid under this Contract.

26. CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES.

The Contractor's attention is directed to the State of New York, Department of Public Service code 16 NYCRR Park 753—“Protection of Underground Facilities;”, call 1-800-962-7962 before digging.

Information regarding this law can be found at www.digsafelynewyork.com

27. COMPLIANCE WITH AIR AND WATER ACTS

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the following requirements shall be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Contract:

(1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(3) Agreement by the Contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (3) of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Contract be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

28. GENERAL MUNICIPAL LAWS OF NEW YORK STATE

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to including but not limited to the following:

This Contract is made subject to the provisions of Section 103-a of the General Municipal Law of the State of New York, effective July 1, 1959, which section is as follows:

103-a. Grounds for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine this under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state
or of 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 contract.

(a) Such person, and any firm, partnership or corporation of which he is member, partner, director or officer shall be disqualified from after selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that.

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director officer may be canceled or terminated by the municipal corporation or the district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal, corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The Contractor's attention is also directed to the requirement of the General Business Law and amended NYS Industrial Code Rule #23 NYS Department of Labor, Board of Standards and Appeals. The general Business Law requires that a Contractor give the utility concerned 72 hours written notice in advance of any of his construction or blasting near gas facilities. Industrial Code Rule #23 requires that a Contractor give the utility concerned 24 hours’ notice before commencing any construction near an overhead or underground electric facility.

29. DAMAGES, VANDALISM AND GRAFFITI
The Contractor is hereby advised that until final inspection, approval and acceptance of all newly constructed work including but not limited to the construction of new sidewalk, driveway aprons, pedestrian ramps, catch basin lids, concrete and stone curbing, asphalt and/ or right-of-way restorations; he shall remain entirely responsible for maintaining and protecting such work from all forms of damages and vandalism and graffiti.

Should any damage, vandalism or graffiti occur before final acceptance of the work by the City, The Contractor shall correct, repair or replace any defected work under the direction of the Superintendent of highways and / or the City Engineer at his own expense with no additional cost to the City. The City of Peekskill reserves the rights to withhold payment of contractual work for which damages, vandalism and or/ Graffiti has taken place until such a time whereas said defected work has been corrected by the Contractor to the City’s satisfaction.

30. EXISTING UTILITIES; UTILITIES SERVICE
Obstructions other than those as shown of the contract drawings may be encountered. The contractor shall understand that the Owner is not responsible for correctness or sufficiency of the information given and that he shall have no claim for relief from any obligation or responsibility under the contract because the extend, location, size, or character of any pipe, conduit, cable or other underground structure is incorrectly shown or has been omitted from the Contract Drawings. The Contractor shall notify all utility companies and authorities having buried utility service in the project area and file certificate of same with the Engineer prior to beginning work.

The Contractor shall maintain service in main lines and service connections for all utilities encountered, regardless of the type of utility or the arrangements necessary to maintain service. Water lines and service connections exposed during cold weather shall be protected against freezing. Service connections may be cut only be permission of the Owner of the utility, and a temporary connection shall be installed immediately. The Contractor shall notify all utility customers before interrupting their service. A permanent, first-class replacement of the cutout portion of the service connections shall be installed and inspected by the owner of the utility before backfilling.

The Contractor shall protect all utilities and subsurface structures encountered in the work. Because he may encounter some utilities and subsurface structures not shown on the Contract Drawings, the Contractor shall proceed with caution in executing his work. Insofar as is feasible, the contractor shall not disturb existing
utilities but shall support and sustain them. The Contractor shall repair all damage to any utilities and pay all cost of protecting them and replacing them as necessary including service connections encountered in the course of the work, regardless of character, function, conditions, size, location, material, construction, ownership, or interference with the alignment of pipeline to be built, whether such existing utilities, structures, or service connections are shown or not shown.

The Contractor is held responsible for all damage to all utility or other underground or surface structures, whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them if they are damaged.

In addition to the general notification referred to above the Contractor shall advise such organizations at least 48 hours in advance of the time he proposes to start work in each street throughout the project, to allow representatives to locate their utility in the field.

The Contractor shall notify the Engineer and City of all exposed crossings where the utilities will have a clearance of 18” or less as measured between the outside walls of the pipe. The Contractor shall take all measurements he and/or the Engineer deem necessary to protect the existing and new pipes, sewers and utilities.

31. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Pursuant to NYS Labor Law 220-h – On all public work projects of at least $250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

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;
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.

A certification by the employer attesting that all employees have completed such 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.

The General Contractor will submit a copy of the certificate of each employee and subcontractor’s employee to the City or their authorized representative. These certificates will be randomly audited by the Municipality against contract employee payroll records submitted for payment.
Appendix K-1

‘Alternates’

This Project consists of three (3) ‘Alternates’ on top of the base project (and base bid). The ‘Alternates’ include ‘Alternate A, Charles Point Park Restroom’; ‘Alternate B, Peninsula Trail’; and ‘Alternate C, Peninsula Trail Lighting (Pole Mounted Lights)’.

Each Bidder must provide a base bid for the entire Project that excludes the ‘Alternates’ listed above as well as a bid for each individual ‘Alternate’ listed above.

The City reserves the right to reject a submitted Bid if any budget line items are left blank.

For more specific details for the ‘Alternates’ refer to the Technical Specifications and the Contract Plans.
Appendix K-2

‘Charles Point Park Restroom’

Upon approval by the City, the selected Contractor must order the selected pre-fabricated restroom as described in the Technical Specifications and on the Contract Plans within 60 days of receiving the Notice to Proceed from the City as this is a long-lead time item, requiring sufficient time to coordinate the delivery schedule with the supplier.
Appendix K-3

‘DOS Reporting’

As part of the City’s contract with the Department of State (“DOS”), the City is required to submit to the DOS quarterly reporting information for utilization of all Minority and Women-owned Business Enterprises work completed. The successful bidder shall be required to use the New York State Contract System (“NYSCS”) to record payments to subcontractors (including a breakdown of payments issued to state-certified MWBE firms) and otherwise report compliance with the provisions of Article 15-A of the Executive Law and regulations in relation to funds used pursuant to the City’s agreement with the NYS Department of State.
The Contractor must provide a written narrative describing which pieces of equipment the Contractor owns to be used on the Project. If the Contractor does not own equipment, the Contractor must provide a written statement detailing how the Contractor intends to acquire all necessary equipment to complete the Project.
Appendix K-5

‘Guy Wire Relocation’

As shown on the Contract Plans and in the Technical Specifications, the Contractor must coordinate all activities related to the relocation and resetting of the guy-wire located on parcel 32.19-1-1 (n/f owned by DDJT Bertoline Associates, LLC) with the Consolidated Edison (ConEd) Company to ensure this task is delivered on-time with the project schedule.
Appendix K-6

‘Westchester County Right-of-Way’

The Contractor is responsible for completing all permit forms and documentation required to submit to Westchester County Department of Transportation for approval for all construction activities related to work along and/or within the County’s Right of Way along or near John Walsh Boulevard, and any other County or State rights-of-way.
SECTION L

TECHNICAL SPECIFICATIONS
APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of
7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00,
whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor’s equal employment opportunity policy that:

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development’s Division of Minority and Women's Business Development pertaining hereto.

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

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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


It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded
the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension 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.
APPENDIX B

NYS PREVAILING WAGE RATES (UNTIL 06/30/2018)
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.

<table>
<thead>
<tr>
<th>Title (Trade)</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Boilermaker (Construction)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Boilermaker (Shop)</td>
<td>1:1,1:3</td>
</tr>
<tr>
<td>Carpenter (Bldg.,H&amp;H, Pile Driver/Dockbuilder)</td>
<td>1:1,1:4</td>
</tr>
<tr>
<td>Carpenter (Residential)</td>
<td>1:1,1:3</td>
</tr>
</tbody>
</table>
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
Roof 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:

<table>
<thead>
<tr>
<th>District Office</th>
<th>Telephone #</th>
<th>FAX #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bureau of Public Work - Buffalo</td>
<td>716-847-7159</td>
<td>716-847-7650</td>
</tr>
<tr>
<td>Bureau of Public Work - Garden City</td>
<td>516-228-3915</td>
<td>516-794-3518</td>
</tr>
<tr>
<td>Bureau of Public Work - Newburgh</td>
<td>845-568-5287</td>
<td>845-568-5332</td>
</tr>
<tr>
<td>Bureau of Public Work - New York City</td>
<td>212-932-2419</td>
<td>212-775-3579</td>
</tr>
<tr>
<td>Bureau of Public Work - Patchogue</td>
<td>631-687-4882</td>
<td>631-687-4902</td>
</tr>
<tr>
<td>Bureau of Public Work - Rochester</td>
<td>585-258-4505</td>
<td>585-258-4708</td>
</tr>
<tr>
<td>Bureau of Public Work - Syracuse</td>
<td>315-428-4056</td>
<td>315-428-4671</td>
</tr>
<tr>
<td>Bureau of Public Work - Utica</td>
<td>315-793-2314</td>
<td>315-793-2514</td>
</tr>
<tr>
<td>Bureau of Public Work - White Plains</td>
<td>914-997-9507</td>
<td>914-997-9523</td>
</tr>
<tr>
<td>Bureau of Public Work - Central Office</td>
<td>518-457-5589</td>
<td>518-485-1870</td>
</tr>
</tbody>
</table>
Westchester County General Construction

Boilermaker 10/01/2017

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
</tr>
</thead>
<tbody>
<tr>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
<td>95%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits Per Hour:

<table>
<thead>
<tr>
<th>Apprentice(s)</th>
<th>07/01/2017</th>
<th>01/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>32% of Hourly</td>
<td>+ $ 19.35</td>
<td>+ $ 19.37</td>
</tr>
<tr>
<td>Wage Paid</td>
<td>20.20</td>
<td>20.22</td>
</tr>
<tr>
<td>Amount Below</td>
<td>21.04</td>
<td>21.06</td>
</tr>
</tbody>
</table>

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

Carpenter 10/01/2017

JOB DESCRIPTION  Carpenter  DISTRICT  8
ENTIRE COUNTIES  Bronx, Kings, Nassau, New York, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES
Per hour:  07/01/2017

Page 3
Piledriver $ 51.63
Dockbuilder $ 51.63

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker $ 48.62

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

Carpenter 10/01/2017

JOB DESCRIPTION Carpenter

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

Carpenter 10/01/2017
JOB DESCRIPTION  Carpenter

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  10/01/2017

JOB DESCRIPTION  Carpenter

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:

<table>
<thead>
<tr>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$28.33</td>
<td>$33.48</td>
<td>$38.63</td>
<td>$48.93</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour paid:

(1) year terms:

<table>
<thead>
<tr>
<th>1st.</th>
<th>2nd.</th>
<th>3rd.</th>
<th>4th.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$34.25</td>
<td>$37.85</td>
<td>$42.10</td>
<td>$48.66</td>
</tr>
</tbody>
</table>

8-740.1

Carpenter  10/01/2017

JOB DESCRIPTION  Carpenter

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$18.80</td>
<td>$23.50</td>
<td>$30.54</td>
<td>$37.59</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour: $ 32.30

JOB DESCRIPTION  Carpenter

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 + additional $ 1.66
Driller Helper 30.96 + additional $ 1.45

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

Supplemental Benefits per hour: 07/01/2017 10/17/2017

Driller and Helper $ 24.66 $ 24.66

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

HOLIDAY
Carpenter - Building / Heavy&Highway  

**JOB DESCRIPTION**  
Carpenter - Building / Heavy&Highway  

**DISTRICT**  
11  

**ENTIRE COUNTIES**  
Putnam, Rockland, Westchester  

**WAGES**  
WAGES:(per hour)  

<table>
<thead>
<tr>
<th>Period</th>
<th>BASE RATE</th>
<th>OVERTIME RATIO</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>$44.85</td>
<td>$0.75</td>
</tr>
<tr>
<td>07/01/2018</td>
<td>$44.85</td>
<td>$44.85</td>
</tr>
<tr>
<td></td>
<td>$44.85</td>
<td>$44.85</td>
</tr>
</tbody>
</table>

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

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

**SUPPLEMENTAL BENEFITS**  
Per hour paid:  

<table>
<thead>
<tr>
<th>BASE RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$30.85</td>
</tr>
</tbody>
</table>

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

HEAVY/HIGHWAY:  
See (B, E, Q, T) on OVERTIME PAGE.  

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

HEAVY/HIGHWAY:  
Paid:  
See (5, 6, 25) on HOLIDAY PAGE including benefits.  
Overtime:  
See (5*, 6*, 25**) on HOLIDAY PAGE.  

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

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

**REGISTERED APPRENTICES**  
1 year terms at the following wage rates.  

<table>
<thead>
<tr>
<th>BASE RATE</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
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</thead>
<tbody>
<tr>
<td>$22.18</td>
<td>$25.91</td>
<td>$29.63</td>
<td>$33.36</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:  
Apprentices  
All terms $15.95  

Electrician  

**JOB DESCRIPTION**  
Electrician  

**DISTRICT**  
8  

**ENTIRE COUNTIES**
Westchester

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>04/26/2018</th>
<th>04/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Electrician/A-Technician</td>
<td>$ 51.75</td>
<td>$ 51.75</td>
<td>$ 52.75</td>
</tr>
<tr>
<td>Teledata</td>
<td>$ 51.75</td>
<td>$ 51.75</td>
<td>$ 52.75</td>
</tr>
</tbody>
</table>

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

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

**SUPPLEMENTAL BENEFITS**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>04/26/2018</th>
<th>04/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker</td>
<td>$ 45.72</td>
<td>$ 48.80</td>
<td>$ 50.55</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Entering Program PRIOR to April 23, 2014

(1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>04/26/2018</th>
<th>04/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 14.25</td>
<td>$ 14.25</td>
<td>$ 14.25</td>
</tr>
<tr>
<td>2nd term</td>
<td>17.05</td>
<td>17.05</td>
<td>17.05</td>
</tr>
<tr>
<td>3rd term</td>
<td>19.15</td>
<td>19.15</td>
<td>19.15</td>
</tr>
<tr>
<td>4th term</td>
<td>21.10</td>
<td>21.10</td>
<td>21.10</td>
</tr>
<tr>
<td>MIJ</td>
<td>26.50</td>
<td>26.50</td>
<td>26.50</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>04/26/2018</th>
<th>04/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 10.32</td>
<td>$ 10.32</td>
<td>$ 10.32</td>
</tr>
<tr>
<td>2nd term</td>
<td>13.76</td>
<td>13.76</td>
<td>13.76</td>
</tr>
<tr>
<td>3rd term</td>
<td>15.16</td>
<td>15.16</td>
<td>15.16</td>
</tr>
<tr>
<td>4th term</td>
<td>16.46</td>
<td>16.46</td>
<td>16.46</td>
</tr>
<tr>
<td>MIJ</td>
<td>13.38</td>
<td>13.38</td>
<td>13.38</td>
</tr>
</tbody>
</table>

Entering Program AFTER April 23, 2014

(1) year terms at the following wage rates:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>04/26/2018</th>
<th>04/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 13.00</td>
<td>$ 13.00</td>
<td>$ 13.00</td>
</tr>
<tr>
<td>2nd term</td>
<td>15.00</td>
<td>15.00</td>
<td>15.00</td>
</tr>
<tr>
<td>3rd term</td>
<td>17.00</td>
<td>17.00</td>
<td>17.00</td>
</tr>
<tr>
<td>4th term</td>
<td>19.00</td>
<td>19.00</td>
<td>19.00</td>
</tr>
<tr>
<td>MIJ 1-12 months</td>
<td>23.00</td>
<td>23.00</td>
<td>23.00</td>
</tr>
<tr>
<td>MIJ 13-18 months</td>
<td>26.50</td>
<td>26.50</td>
<td>26.50</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>04/26/2018</th>
<th>04/25/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 9.49</td>
<td>$ 9.49</td>
<td>$ 9.49</td>
</tr>
<tr>
<td>2nd term</td>
<td>12.39</td>
<td>12.39</td>
<td>12.39</td>
</tr>
<tr>
<td>3rd term</td>
<td>13.73</td>
<td>13.73</td>
<td>13.73</td>
</tr>
<tr>
<td>4th term</td>
<td>15.06</td>
<td>15.06</td>
<td>15.06</td>
</tr>
<tr>
<td>MIJ 1-12 months</td>
<td>12.08</td>
<td>12.08</td>
<td>12.08</td>
</tr>
<tr>
<td>MIJ 13-18 months</td>
<td>13.38</td>
<td>13.38</td>
<td>13.38</td>
</tr>
</tbody>
</table>
WAGES
Per hour Paid: 07/01/2017
Service Technician $ 32.40

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: $ 16.10

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

9-3H

Electrician 10/01/2017

JOB DESCRIPTION Electrician

ENTIRE COUNTIES Westchester

WAGES

<table>
<thead>
<tr>
<th>Date</th>
<th>$</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>26.50</td>
<td>26.50</td>
<td>26.50</td>
</tr>
<tr>
<td>04/26/2018</td>
<td>26.50</td>
<td>26.50</td>
<td>26.50</td>
</tr>
<tr>
<td>04/25/2019</td>
<td>26.50</td>
<td>26.50</td>
<td>26.50</td>
</tr>
</tbody>
</table>

Electrician

Modernization &

H - Telephone $ 13.38 $ 13.38 $ 13.38

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

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

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

8-3m

Elevator Constructor 10/01/2017

JOB DESCRIPTION Elevator Constructor

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

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point

WAGES
Per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>$</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>62.64</td>
<td></td>
</tr>
<tr>
<td>03/17/2018</td>
<td>64.48</td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th></th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term*</td>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
</tr>
<tr>
<td>50%</td>
<td>55%</td>
<td>65%</td>
<td>75%</td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Elevator Constructor

<table>
<thead>
<tr>
<th></th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 30.99</td>
<td>$ 32.50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Term</td>
<td>31.69</td>
<td>33.22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Term</td>
<td>32.82</td>
<td>34.38</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Term</td>
<td>33.94</td>
<td>35.54</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Modernization & Service/Repair

<table>
<thead>
<tr>
<th></th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$ 30.92</td>
<td>$ 32.43</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd Term</td>
<td>31.32</td>
<td>32.83</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd Term</td>
<td>32.37</td>
<td>33.92</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th Term</td>
<td>33.43</td>
<td>35.01</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**JOB DESCRIPTION**  Elevator Constructor

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

Rockland: Only the Township of Stony Point.


**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>01/01/2018</th>
<th>01/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mechanic</td>
<td>$ 55.02</td>
<td>+$2.85</td>
<td>+$2.94</td>
</tr>
<tr>
<td>Helper</td>
<td>70% of Mechanic Wage Rate</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

**SUPPLEMENTAL BENEFITS**

Per hour worked
Journeyman/Helper

$ 31.585*

(*)Plus 6% of regular hourly.

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wages per hour:

<table>
<thead>
<tr>
<th>Duration</th>
<th>0-6 mo</th>
<th>6-12 mo</th>
<th>2nd yr</th>
<th>3rd yr</th>
<th>4th yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage %</td>
<td>50</td>
<td>55</td>
<td>65</td>
<td>70</td>
<td>80</td>
</tr>
</tbody>
</table>

*No supplemental benefits

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

---

**Glazier**

**JOB DESCRIPTION**  Glazier  

**DISTRICT**  8

**ENTIRE COUNTIES**

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

**WAGES**

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>05/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Glazier</td>
<td>$ 53.90</td>
<td>+ additional</td>
</tr>
<tr>
<td>Scaffolding</td>
<td>$ 54.90</td>
<td>$ 1.25</td>
</tr>
</tbody>
</table>

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

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyworker</td>
<td>$ 31.99</td>
</tr>
<tr>
<td>Repair &amp; Maintenance</td>
<td>$ 18.24</td>
</tr>
</tbody>
</table>

**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 10/01/2017

JOB DESCRIPTION Insulator - Heat & Frost  

DISTRICT 8  

ENTIRE COUNTIES  
Dutchess, Orange, Putnam, Rockland, Westchester  

WAGES  
Per hour: 07/01/2017  

Insulator $ 51.30  
Discomfort & $ 54.25  
Additional Training**  

Fire Stop Work* $ 28.45  

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

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

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

SUPPLEMENTAL BENEFITS  
Per hour paid:  

Journeyworker $ 32.05  
Discomfort & $ 33.94  
Additional Training  

Fire Stop Work:  
Journeyworker $ 16.41  

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

HOLIDAY  
Paid: See (1) on HOLIDAY PAGE  
Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.  

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.  
*Note: Labor Day triple time if worked.  

REGISTERED APPRENTICES  
(1) year terms:  

Insulator Apprentices:  
1st 2nd 3rd 4th  
$ 22.59 $ 27.37 $ 36.95 $ 41.74  

Discomfort & Additional Training Apprentices:  
1st 2nd 3rd 4th  
$ 23.76 $ 28.84 $ 39.00 $ 44.10
Supplemental Benefits paid per hour paid:

Insulator Apprentices:
1st term $ 13.23
2nd term  16.36
3rd term  22.63
4th term  25.75

Discomfort & Additional Training Apprentices:
1st term $ 13.99
2nd term  17.32
3rd term  23.96
4th term  27.29

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:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>$30.34</td>
<td>$30.34</td>
<td>$43.07</td>
<td>$47.89</td>
<td>$52.70</td>
<td>$52.70</td>
</tr>
</tbody>
</table>

Supplemental benefits:
Per hour paid: $19.63 $19.63 $29.47 $29.47 $29.47 $29.47

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.

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>70%</td>
<td>80%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Term</td>
<td>$38.74</td>
</tr>
<tr>
<td>2nd Term</td>
<td>39.93</td>
</tr>
<tr>
<td>3rd Term</td>
<td>41.12</td>
</tr>
<tr>
<td>4th Term</td>
<td>43.51</td>
</tr>
<tr>
<td>5th Term</td>
<td>45.89</td>
</tr>
</tbody>
</table>

JOB DESCRIPTION Ironworker

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

WAGES PER HOUR:

<table>
<thead>
<tr>
<th>Period</th>
<th>Ironworker</th>
<th>Additional</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>$50.05</td>
<td>$1.72/Hr.</td>
</tr>
<tr>
<td>01/01/2018</td>
<td></td>
<td>$1.83/Hr.</td>
</tr>
<tr>
<td>07/01/2018</td>
<td></td>
<td>to be allocated</td>
</tr>
</tbody>
</table>

Machinery to be allocated

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
6 month terms at the following rate:

<table>
<thead>
<tr>
<th>Term</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$26.12</td>
</tr>
<tr>
<td>2nd</td>
<td>26.72</td>
</tr>
<tr>
<td>3rd - 6th</td>
<td>27.32</td>
</tr>
</tbody>
</table>

Supplemental Benefits PER HOUR:

All Terms 50.72
Ironworker

JOB DESCRIPTION  Ironworker

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 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:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage</td>
<td>$ 28.38</td>
<td>$ 32.38</td>
<td>$ 35.38</td>
<td>$ 37.38</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st Term</th>
<th>2nd Term</th>
<th>3rd Term</th>
<th>4th Term</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wage</td>
<td>$ 11.34</td>
<td>$ 13.34</td>
<td>$ 17.30</td>
<td>$ 18.30</td>
</tr>
</tbody>
</table>

Laborer - Building

JOB DESCRIPTION  Laborer - Building

ENTIRE COUNTIES
Putnam, Westchester

WAGES

07/01/2017
Laborer $ 38.35
Laborer - Asbestos & Hazardous Materials Removal $ 40.00*

* Abatement/Removal of:
  - Lead based or lead containing paint on materials to be repainted is classified as Painter.
  - Asbestos containing roofs and roofing material is classified as Roofer.

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

SUPPLEMENTAL BENEFITS
Per hour worked: 07/01/2017
Journeyworker $ 24.85

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

*Note: For Sundays and Holidays worked benefits are at the same premium as wages.
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
LABORER ONLY
Hourly terms at the following wage:

<table>
<thead>
<tr>
<th>Level A</th>
<th>Level B</th>
<th>Level C</th>
<th>Level D</th>
<th>Level E</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>1001-2000</td>
<td>2001-3000</td>
<td>3001-4000</td>
<td>4001+</td>
</tr>
<tr>
<td>$22.46</td>
<td>$26.26</td>
<td>$30.10</td>
<td>$36.00</td>
<td>$38.35</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

Apprentices
- Level A: $12.10
- Level B: 14.70
- Level C: 17.10
- Level D: 17.25
- Level E: 24.85

Laborer - Heavy&Highway 10/01/2017

JOB DESCRIPTION  Laborer - Heavy&Highway  DISTRICT 8
ENTIRE COUNTIES Putnam, Westchester

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

GROUP I: Blaster and Quarry Master

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


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


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

Wages (per hour) 07/01/2017 04/01/2018 03/31/2019 Additional Additional

<table>
<thead>
<tr>
<th>GROUP I</th>
<th>GROUP II</th>
<th>GROUP III</th>
<th>GROUP IV</th>
<th>GROUP V</th>
<th>GROUP VIA</th>
<th>Operator Qualified</th>
</tr>
</thead>
<tbody>
<tr>
<td>$41.26*</td>
<td>39.91*</td>
<td>39.51*</td>
<td>39.16*</td>
<td>38.81*</td>
<td>40.81*</td>
<td>51.26*</td>
</tr>
<tr>
<td>$2.10**</td>
<td>2.10**</td>
<td>2.10**</td>
<td>2.10**</td>
<td>2.10**</td>
<td>2.10**</td>
<td>2.10**</td>
</tr>
<tr>
<td>$2.15**</td>
<td>2.15**</td>
<td>2.15**</td>
<td>2.15**</td>
<td>2.15**</td>
<td>2.15**</td>
<td>2.15**</td>
</tr>
</tbody>
</table>

*NOTE: To calculate overtime premiums, deduct $0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.
SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:
First 40 Hours
   Per Hour Paid: $ 21.44
Over 40 Hours
   Per Hour Worked: $ 16.14

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

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

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

REGISTERED APPRENTICES

<table>
<thead>
<tr>
<th>Term</th>
<th>1-1000hrs</th>
<th>1001-2000hrs</th>
<th>2001-3000hrs</th>
<th>3001-4000hrs</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$ 22.15</td>
<td>$ 26.13</td>
<td>$ 30.11</td>
<td>$ 33.99</td>
</tr>
<tr>
<td>2nd term</td>
<td>$ 26.15</td>
<td>$ 30.11</td>
<td>$ 33.99</td>
<td>$ 37.81</td>
</tr>
<tr>
<td>3rd term</td>
<td>$ 30.11</td>
<td>$ 33.99</td>
<td>$ 37.81</td>
<td>$ 41.62</td>
</tr>
<tr>
<td>4th term</td>
<td>$ 33.99</td>
<td>$ 37.81</td>
<td>$ 41.62</td>
<td>$ 45.44</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:
1st term: $ 3.85 - After 40 hours: $ 3.60
2nd term: $ 3.95 - After 40 hours: $ 3.60
3rd term: $ 4.45 - After 40 hours: $ 4.00
4th term: $ 5.00 - After 40 hours: $ 4.50

8-60H/H

Laborer - Tunnel

JOB DESCRIPTION
Laborer - Tunnel

DISTRICT: 11

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

PARTIAL COUNTIES
Chenango: Townships of Columbus, Sherburne and New Berlin.
Columbia: Townships of Ancram, Claverack, Claremont, Copake, Galatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.
Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.
Greene: Township of Catskill

WAGES
Class 1: All support laborers/sandhogs working above the shaft or tunnel.
Class 2: All laborers/sandhogs working in the shaft or tunnel.
Class 4: Safety Miners

WAGES: (per hour)

<table>
<thead>
<tr>
<th>Class</th>
<th>07/01/2017</th>
<th>07/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1</td>
<td>$46.80</td>
<td>$ 48.05</td>
</tr>
<tr>
<td>Class 2</td>
<td>$48.85</td>
<td>$ 50.20</td>
</tr>
<tr>
<td>Class 4</td>
<td>$55.05</td>
<td>$ 56.60</td>
</tr>
</tbody>
</table>

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

SHIFT DIFERENTIAL: 2nd and 3rd shift or an irregular shift shall be paid at time and one half the regular rate Monday through Friday.
Saturday shall be paid at 1.65 times the regular rate.
Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyman: $ 28.40 on straight hours $ 29.75 on straight hours

Page 17
* $ 42.48
* $ 44.62

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

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

**HOLIDAY**
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, *16, 25) on HOLIDAY PAGE
* Double rate and benefits if worked

**Lineman Electrician**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES** Westchester

**WAGES**

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

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

Per hour:

<table>
<thead>
<tr>
<th>Per hour worked</th>
<th>07/01/2017</th>
<th>05/07/2018</th>
<th>05/06/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Tech, Welder</td>
<td>$ 51.71</td>
<td>$ 53.11</td>
<td>$ 54.81</td>
<td>$ 56.51</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>51.71</td>
<td>53.11</td>
<td>54.81</td>
<td>56.51</td>
</tr>
<tr>
<td>Cable Splicer-Pipe Type</td>
<td>56.88</td>
<td>58.42</td>
<td>60.29</td>
<td>62.16</td>
</tr>
<tr>
<td>Digging Mach Operator</td>
<td>46.54</td>
<td>47.80</td>
<td>49.33</td>
<td>50.86</td>
</tr>
<tr>
<td>Cert. Welder-Pipe Type</td>
<td>54.30</td>
<td>55.77</td>
<td>57.55</td>
<td>59.34</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>43.95</td>
<td>45.14</td>
<td>46.59</td>
<td>48.03</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>41.37</td>
<td>42.49</td>
<td>43.85</td>
<td>45.21</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>41.37</td>
<td>42.49</td>
<td>43.85</td>
<td>45.21</td>
</tr>
<tr>
<td>Flagman</td>
<td>31.03</td>
<td>31.87</td>
<td>32.89</td>
<td>33.91</td>
</tr>
</tbody>
</table>

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

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

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

**IMPORTANT NOTICE**
Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.
*Effective 05/06/2013, Tuesday thru Friday may be worked with no make-up day.

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

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

<table>
<thead>
<tr>
<th>Per hour worked</th>
<th>$ 22.65</th>
<th>$ 23.40</th>
<th>$ 24.15</th>
<th>$ 24.90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>*plus 6.75% of hourly wage</td>
<td>*plus 6.75% of hourly wage</td>
<td>*plus 6.75% of hourly wage</td>
<td>*plus 6.75% of hourly wage</td>
</tr>
</tbody>
</table>

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

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

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

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

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

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>05/07/2018</th>
<th>05/06/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$31.03</td>
<td>$31.87</td>
<td>$32.89</td>
<td>$33.91</td>
</tr>
<tr>
<td>2nd term</td>
<td>33.61</td>
<td>34.52</td>
<td>35.63</td>
<td>36.73</td>
</tr>
<tr>
<td>3rd term</td>
<td>36.20</td>
<td>37.18</td>
<td>38.37</td>
<td>39.56</td>
</tr>
<tr>
<td>4th term</td>
<td>38.78</td>
<td>39.83</td>
<td>41.11</td>
<td>42.38</td>
</tr>
<tr>
<td>5th term</td>
<td>41.37</td>
<td>42.49</td>
<td>43.85</td>
<td>45.21</td>
</tr>
<tr>
<td>6th term</td>
<td>43.95</td>
<td>45.14</td>
<td>46.59</td>
<td>48.03</td>
</tr>
<tr>
<td>7th term</td>
<td>46.54</td>
<td>47.80</td>
<td>49.33</td>
<td>50.86</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman

Lineman Electrician - Teledata

JOB DESCRIPTION Lineman Electrician - Teledata

ENTIRE COUNTIES

WAGES
Per hour:

FOR OUTSIDE WORK.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cable Splicer</td>
<td>$30.90</td>
</tr>
<tr>
<td>Installer, Repairman</td>
<td>29.33</td>
</tr>
<tr>
<td>Teledata Lineman</td>
<td>29.33</td>
</tr>
<tr>
<td>Technician, Equipment Operator</td>
<td>29.33</td>
</tr>
<tr>
<td>Groundman</td>
<td>15.56</td>
</tr>
</tbody>
</table>

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

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

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

SUPPLEMENTAL BENEFITS
Per hour:
Journeyman $4.43
*plus 3% of wage paid

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

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

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

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

6-1249a West
Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

**ENTIRE COUNTIES**
Westchester

**WAGES**

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

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

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

*(Ref #14.01.03)*

Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>05/07/2018</th>
<th>05/06/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lineman, Technician</td>
<td>$ 47.56</td>
<td>$ 48.71</td>
<td>$ 50.16</td>
<td>$ 51.61</td>
</tr>
<tr>
<td>Crane, Crawler Backhoe</td>
<td>47.56</td>
<td>48.71</td>
<td>50.16</td>
<td>51.61</td>
</tr>
<tr>
<td>Certified Welder</td>
<td>49.94</td>
<td>51.15</td>
<td>52.67</td>
<td>54.19</td>
</tr>
<tr>
<td>Digging Machine</td>
<td>42.80</td>
<td>43.84</td>
<td>45.14</td>
<td>46.45</td>
</tr>
<tr>
<td>Tractor Trailer Driver</td>
<td>40.43</td>
<td>41.40</td>
<td>42.64</td>
<td>43.87</td>
</tr>
<tr>
<td>Groundman, Truck Driver</td>
<td>38.05</td>
<td>38.97</td>
<td>40.13</td>
<td>41.29</td>
</tr>
<tr>
<td>Equipment Mechanic</td>
<td>38.05</td>
<td>38.97</td>
<td>40.13</td>
<td>41.29</td>
</tr>
<tr>
<td>Flagman</td>
<td>28.54</td>
<td>29.23</td>
<td>30.10</td>
<td>30.97</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Shift</th>
<th>Hours</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1ST SHIFT</td>
<td>8:00 AM TO 4:30 PM</td>
<td>REGULAR RATE</td>
</tr>
<tr>
<td>2ND SHIFT</td>
<td>4:30 PM TO 1:00 AM</td>
<td>REGULAR RATE PLUS 17.3%</td>
</tr>
<tr>
<td>3RD SHIFT</td>
<td>12:30 AM TO 9:00 AM</td>
<td>REGULAR RATE PLUS 31.4%</td>
</tr>
</tbody>
</table>

**IMPORTANT NOTICE**

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

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

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

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

<table>
<thead>
<tr>
<th></th>
<th>$ 22.65</th>
<th>$ 23.40</th>
<th>$ 24.15</th>
<th>$ 24.90</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman <em>plus 6.75% of</em> hourly wage</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate. Supplements paid at STRAIGHT TIME rate for holidays.

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

**NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.
HOLIDAY
Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.
Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

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

REGISTERED APPRENTICES
WAGES: Per hour. 1000 hour terms.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>05/07/2018</th>
<th>05/06/2019</th>
<th>05/04/2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$28.54</td>
<td>$29.23</td>
<td>$30.10</td>
<td>$30.97</td>
</tr>
<tr>
<td>2nd term</td>
<td>30.91</td>
<td>31.66</td>
<td>32.60</td>
<td>33.55</td>
</tr>
<tr>
<td>3rd term</td>
<td>33.29</td>
<td>34.10</td>
<td>35.11</td>
<td>36.13</td>
</tr>
<tr>
<td>4th term</td>
<td>35.67</td>
<td>36.53</td>
<td>37.62</td>
<td>38.71</td>
</tr>
<tr>
<td>5th term</td>
<td>38.05</td>
<td>38.97</td>
<td>40.13</td>
<td>41.29</td>
</tr>
<tr>
<td>6th term</td>
<td>40.43</td>
<td>41.40</td>
<td>42.64</td>
<td>43.87</td>
</tr>
<tr>
<td>7th term</td>
<td>42.80</td>
<td>43.84</td>
<td>45.14</td>
<td>46.45</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS: Same as Journeyman

Mason - Building

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>06/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>$40.80</td>
<td>$41.46</td>
<td>$42.09</td>
</tr>
<tr>
<td>Cement Mason Bldg</td>
<td>40.80</td>
<td>41.46</td>
<td>42.09</td>
</tr>
<tr>
<td>Plasterer/Stone Mason</td>
<td>40.68</td>
<td>41.46</td>
<td>42.09</td>
</tr>
<tr>
<td>Pointer/Caulker</td>
<td>40.68</td>
<td>41.46</td>
<td>42.09</td>
</tr>
</tbody>
</table>

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

SHIFT DIFFERENTIAL: When shift work is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour paid:

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$33.24</td>
<td>34.08</td>
<td>35.20</td>
</tr>
</tbody>
</table>

OVERTIME PAY

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

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

REGISTERED APPRENTICES
Wages per hour:

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

1st 2nd 3rd 4th 5th 6th 7th 8th
Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

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

---

**Mason - Building**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

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

**WAGES**

Building:

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.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>$26.23</td>
<td>$28.85</td>
<td>$31.48</td>
<td>$34.10</td>
<td>$36.72</td>
<td>$39.35</td>
<td>$44.59</td>
<td>$49.84</td>
</tr>
</tbody>
</table>

Supplemental benefits per hour:

<table>
<thead>
<tr>
<th>07/01/2017</th>
<th>$11.78* plus $5.22**</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$12.95* plus $5.73**</td>
</tr>
<tr>
<td></td>
<td>$14.13* plus $6.24**</td>
</tr>
<tr>
<td></td>
<td>$15.31* plus $6.77**</td>
</tr>
<tr>
<td></td>
<td>$16.49* plus $7.29**</td>
</tr>
<tr>
<td></td>
<td>$17.66* plus $7.81**</td>
</tr>
<tr>
<td></td>
<td>$20.02* plus $8.85**</td>
</tr>
<tr>
<td></td>
<td>$22.37* plus $9.90**</td>
</tr>
</tbody>
</table>

* Per Hour paid and subject to same premium as overtime wages.
** Per hour worked
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

SUPPLEMENTAL BENEFITS
Per Hour Paid:
Journeyworker:
Building-Marble Restoration:
Marble, Stone & Polisher $ 26.06 $ 26.69

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:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-900</td>
<td>901-1800</td>
<td>1801-2700</td>
<td>over 2700</td>
</tr>
<tr>
<td>70%</td>
<td>80%</td>
<td>90%</td>
<td>100%</td>
</tr>
</tbody>
</table>

07/01/2017

Supplemental Benefits Per Hour:

07/01/2017

$ 23.25 $ 23.98 $ 24.72 $ 25.45

9-7/24-MP

Mason - Building 10/01/2017

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, 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
Supplemental Benefits per hour paid at the following term:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$24.53</td>
<td>$25.31</td>
<td>$26.12</td>
<td>$26.91</td>
<td>$27.71</td>
<td>$28.51</td>
<td>$29.32</td>
<td>$30.12</td>
<td>$31.71</td>
<td>$33.31</td>
</tr>
</tbody>
</table>

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 APPRENTICE WAGES per hour:**

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

<table>
<thead>
<tr>
<th>Term</th>
<th>0-750</th>
<th>750-1500</th>
<th>1501-2250</th>
<th>2251-3000</th>
<th>3001-3750</th>
<th>3751-4500</th>
<th>4501-5250</th>
<th>5251-6000</th>
<th>6001-6751</th>
<th>6751-7500</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>0.70%</td>
<td>0.74%</td>
<td>0.78%</td>
<td>0.82%</td>
<td>0.88%</td>
<td>0.96%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd term</td>
<td></td>
<td>0.74%</td>
<td>0.78%</td>
<td>0.82%</td>
<td>0.88%</td>
<td>0.96%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd term</td>
<td></td>
<td></td>
<td>0.78%</td>
<td>0.82%</td>
<td>0.88%</td>
<td>0.96%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th term</td>
<td></td>
<td></td>
<td></td>
<td>0.82%</td>
<td>0.88%</td>
<td>0.96%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th term</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.88%</td>
<td>0.96%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th term</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>0.96%</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits:

Per hour paid:

<table>
<thead>
<tr>
<th>Term</th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$12.77</td>
<td>$12.78</td>
<td>$12.80</td>
<td>$12.81</td>
<td>$12.83</td>
<td>$12.86</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2nd term</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3rd term</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4th term</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5th term</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6th term</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Mason - Building

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:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-</td>
<td>750</td>
<td></td>
<td></td>
<td>1501</td>
<td>2251</td>
<td>3001</td>
<td>3751</td>
<td>4501</td>
</tr>
<tr>
<td>750</td>
<td></td>
<td>1500</td>
<td>2250</td>
<td>3000</td>
<td>3750</td>
<td>4500</td>
<td>5250</td>
<td>6000</td>
</tr>
</tbody>
</table>

$29.13  $33.57  $36.69  $40.13  $43.77  $47.22  $50.15  $53.93

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>1st term</th>
<th>6th term</th>
<th>2nd term</th>
<th>7th term</th>
<th>3rd term</th>
<th>8th term</th>
<th>4th term</th>
<th>9th term</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$14.95*</td>
<td>$18.45*</td>
<td>$14.95*</td>
<td>$15.95*</td>
<td>$15.95*</td>
<td>$20.70*</td>
<td>$16.95*</td>
<td>$17.45*</td>
</tr>
<tr>
<td>2nd</td>
<td>plus $0.75</td>
<td>plus $1.58</td>
<td>plus $0.89</td>
<td>plus $5.62</td>
<td>plus $1.15</td>
<td>plus $6.06</td>
<td>plus $1.20</td>
<td>plus $1.53</td>
</tr>
</tbody>
</table>

9-7/52A

Mason - Building

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.
JOB DESCRIPTION  Mason - Building / Heavy&Highway

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

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>01/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marble-Finisher</td>
<td>$ 46.32</td>
<td>$ 46.66</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Journeyworker:

<table>
<thead>
<tr>
<th></th>
<th>per hour paid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marble- Finisher</td>
<td>$ 33.29  $34.03</td>
</tr>
</tbody>
</table>

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.

JOB DESCRIPTION  Mason - Heavy&Highway

ENTIRE COUNTIES
Putnam, Rockland, Westchester

PARTIAL COUNTIES
Orange: Only the Township of Tuxedo.

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>06/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bricklayer</td>
<td>$ 41.31</td>
<td>$ 41.96</td>
<td>$ 42.59</td>
</tr>
<tr>
<td>Cement Mason</td>
<td>41.31</td>
<td>41.96</td>
<td>42.59</td>
</tr>
<tr>
<td>Marble/Stone Mason</td>
<td>41.31</td>
<td>41.96</td>
<td>42.59</td>
</tr>
<tr>
<td>Plasterer</td>
<td>41.31</td>
<td>41.96</td>
<td>42.59</td>
</tr>
<tr>
<td>Pointer/Caulker</td>
<td>41.31</td>
<td>41.96</td>
<td>42.59</td>
</tr>
</tbody>
</table>

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

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

Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour paid:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>06/01/2018</th>
<th>06/01/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td>$ 33.23</td>
<td>$ 34.08</td>
<td>$ 35.19</td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
Cement Mason See (B, E, Q, W )

HOLIDAY
REGISTERED APPRENTICES

Wages per hour:

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour paid

750 hour terms at the following percentage of journeyman supplements

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td></td>
</tr>
</tbody>
</table>

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

11-5WP-H/H

Operating Engineer - Building

<table>
<thead>
<tr>
<th>JOB DESCRIPTION</th>
<th>Operating Engineer - Building</th>
</tr>
</thead>
<tbody>
<tr>
<td>DISTRICT</td>
<td>8</td>
</tr>
</tbody>
</table>

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

GROUP I:

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

Cranes (All types 50-99 tons), Conventional and Hydraulic.

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

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

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

GROUP II: Bulldozer D6 and Under, Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Concrete Buggy (One yard and up), Ride on Dumper, Benford or Similar) Fire Watchman, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand stone-cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-GROUT-Fireproofing, Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).
GROUP IV-B: Compressor (Under 125 cu. Feet), Heater (All Types), Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Steam Jenny, Sweeper, Chipper, Mulcher, Welding Machine (Steel Erection & Excavation)

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

GROUP VI-A: Welder, Certified.

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour) 07/01/2017

GROUP I
Cranes- up to 49 tons $ 61.70
Cranes- 50 tons to 99 tons 63.86
Cranes- 100 tons and over 72.99
GROUP I-A 53.95
GROUP I-B 49.68
GROUP II 52.03
GROUP III-A 50.11
GROUP III-B 47.67
GROUP IV-A 49.60
GROUP IV-B 41.85
GROUP V 45.17
GROUP VI-A 52.96
GROUP VI-B
Utility Man 42.83
Warehouse Man 44.92

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional $2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional $3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional $1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour: 07/01/2017

Journeyworker $ 20.50
Per hour paid + $ 8.02
Per hour worked

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

HOLIDAY
Paid:......... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.
Overtime:..... See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE.
* For Holiday codes 11, 12, 15, 25, code R applies.
** For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

Operating Engineer - Building 10/01/2017

JOB DESCRIPTION Operating Engineer - Building

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

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

WAGES
NOTE: Construction surveying
Party chief--One who directs a survey party
Instrument Man--One who runs the instrument and assists Party Chief.
Rodman--One who holds the rod and assists the Survey Crew
### Wages: (Per Hour)

**07/01/2017**

**Building Construction:**

- **Party Chief:** $68.41
- **Instrument Man:** $54.45
- **Rodman:** $37.27

**Steel Erection:**

- **Party Chief:** $71.55
- **Instrument Man:** $57.14
- **Rodman:** $40.32

**Heavy Construction-NYC counties only:**

(Foundations, Excavation.)

- **Party Chief:** $76.53
- **Instrument Man:** $57.92
- **Rodman:** $49.65

### SUPPLEMENTAL BENEFITS

**Per Hour:** 07/01/2017

- **Building Construction:** $20.55* + 6.90
- **Steel Erection Only:** $20.80* + 6.90
- **Heavy Construction:** $21.05 + 6.90

* This portion subject to same premium as wages

### OVERTIME PAY

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

- Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.
- Code "B" applies to Heavy Construction and Steel Erection and has double the rate after 8 hours on Saturdays.

### HOLIDAY

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

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

---

### Operating Engineer - Heavy&Highway

**10/01/2017**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 8

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

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

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck), Dragline,Rough Terrain Crane.

GROUP I-A: Auger, Auto Grader, Dynahoe and Dual type and similar machines, Barber Green Loader-Euclid Loader or similar type machine, boat captain, boring machine(all types), Bulldozer-All Sizes, Central Mix Plant Operator, Cherry Picker(Cableway)-Hydraulic, chipper (all types), close circuit t.v., Compactor with Blade,Concrete Portable Hoist, C.M.I. or Similar, Conway or Similar Mucking Machines, Gradall, Shovel Backhoe, etc. Grader, Derrick (Stone-Steel) Elevator & Cage, Front End Loaders over 1 1/2yds Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull (Scrapers over 20 yds struck), Mucking Machines, Overhead Crane, Paver (concrete) Pulsemeter, Push Button (Buss Box) Elevator, Road Mix Machines, Ross Carrier and similar, Shovels (Tunnels), SideBoom, Spreader (asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or Similar, Tractor type Demolition Equipment, Whirly,P-811 Track Renewal Machine-Similar, certified Welder, Excavator (and all attachments).

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver-Asphalt.
GROUP II-A: Balast regulators, Compactor Self Propelled, Cow Tracks, Fusion Machine, Rail Anchor Machines, Scrapers-20 yds truck and under, Switchtampers, Vibratory Roller, etc., Roller 4 ton and over, Welder.

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

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

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

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

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

WAGES: Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>03/05/2018</th>
<th>03/04/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group I</td>
<td>$ 58.54</td>
<td>$ 59.75</td>
<td>$ 61.03</td>
</tr>
<tr>
<td>Group I-A</td>
<td>51.68</td>
<td>52.71</td>
<td>53.80</td>
</tr>
<tr>
<td>Group I-B</td>
<td>54.42</td>
<td>55.52</td>
<td>56.69</td>
</tr>
<tr>
<td>Group II-A</td>
<td>49.52</td>
<td>50.49</td>
<td>51.52</td>
</tr>
<tr>
<td>Group II-B</td>
<td>51.05</td>
<td>52.06</td>
<td>53.13</td>
</tr>
<tr>
<td>Group III</td>
<td>48.67</td>
<td>49.61</td>
<td>50.61</td>
</tr>
<tr>
<td>Group IV-A</td>
<td>44.29</td>
<td>45.12</td>
<td>46.00</td>
</tr>
<tr>
<td>Group IV-B</td>
<td>38.50</td>
<td>38.78</td>
<td>39.49</td>
</tr>
<tr>
<td>Group V-A</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineer All Tower, Climbing and Cranes of 100 Tons</td>
<td>66.22</td>
<td>67.64</td>
<td>69.14</td>
</tr>
<tr>
<td>Hoist Engineer(Steel)</td>
<td>60.03</td>
<td>61.28</td>
<td>62.61</td>
</tr>
<tr>
<td>Engineer(Pile Driver)</td>
<td>63.97</td>
<td>65.33</td>
<td>66.77</td>
</tr>
<tr>
<td>Jersey Spreader,Pavement Breaker (Air Ram) Post Hole Digger</td>
<td>50.65</td>
<td>51.65</td>
<td>52.71</td>
</tr>
</tbody>
</table>

SHIFT DIFFERENTIAL:

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

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', 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:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>03/05/2018</th>
<th>05/04/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Journeyman</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All hours paid</td>
<td>$ 18.75</td>
<td>$ 19.85</td>
<td>$ 20.50</td>
</tr>
<tr>
<td>PLUS $ 8.00 for first 40 hours worked. PLUS $ 8.00</td>
<td>PLUS $ 8.00 for first 40 hours worked. PLUS $ 8.00</td>
<td>PLUS $ 8.00 for first 40 hours worked. PLUS $ 8.00</td>
<td></td>
</tr>
<tr>
<td>All hours paid</td>
<td>$ 1.00 on all hours worked</td>
<td>$ 1.00 on all hours worked</td>
<td>$ 1.05 on all hours worked</td>
</tr>
</tbody>
</table>

OVERTIME PAY

See (B, E, EZ, P, *R, **U) on OVERTIME PAGE
HOLIDAY
Paid:........ See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE
Overtime:.... See (5, 6, 8, 9, 15, 25) on OVERTIME PAGE

* For Holiday codes 8, 9, 15, 25 code R applies
** For Holiday Codes 5 & 6 code U applies

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

REGISTERED APPRENTICES
(1) year terms at the following rate.

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>03/05/2018</th>
<th>03/04/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st term</td>
<td>$25.84</td>
<td>$26.36</td>
<td>$26.90</td>
</tr>
<tr>
<td>2nd term</td>
<td>31.01</td>
<td>31.62</td>
<td>32.28</td>
</tr>
<tr>
<td>3rd term</td>
<td>36.18</td>
<td>36.90</td>
<td>37.66</td>
</tr>
<tr>
<td>4th term</td>
<td>41.34</td>
<td>42.17</td>
<td>43.04</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>03/05/2018</th>
<th>03/04/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$19.15 on all hours paid PLUS $1.00 on all hours worked</td>
<td>$19.85 on all hours paid PLUS $1.00 on all hours worked</td>
<td>$20.50 on all hours paid PLUS $1.05 on all hours worked</td>
</tr>
</tbody>
</table>

Operating Engineer - Heavy&Highway 10/01/2017

JOB DESCRIPTION  Operating Engineer - Heavy&Highway

ENTIRE COUNTIES
Putnam, Westchester

PARTIAL COUNTIES
Dutchess: South of the North city line of Poughkeepsie

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the Survey Crew
Categories cover GPS & Underground Surveying

Per Hour: 07/01/2017

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Party Chief</td>
<td>$73.93</td>
</tr>
<tr>
<td>Instrument Man</td>
<td>55.84</td>
</tr>
<tr>
<td>Rodman</td>
<td>47.77</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour: 07/01/2017

<table>
<thead>
<tr>
<th></th>
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</tr>
</thead>
<tbody>
<tr>
<td>All Categories</td>
<td>$27.95</td>
</tr>
</tbody>
</table>

Premium:

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Time &amp; 1/2</td>
<td>$38.48</td>
</tr>
<tr>
<td>Double Time</td>
<td>$49.00</td>
</tr>
</tbody>
</table>

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on all hours in excess of 8 hours on Saturday

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

9-15Dh
Operating Engineer - Heavy&Highway - Tunnel

ENTIRE COUNTIES
Putnam, Westchester

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

WAGES

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

GROUP I-A: Auger, Auto Grader, Dynahoe & Dual purpose & similar machines, Barber Green Loader-Euclid Loader or similar type machine, Boat Captain, Boring Machine(all types), Bull Dozer-all types, Central Mix Plant Operator, Cherry Picker(Cableway or hydraulic), Chipper-all types, Close Circuit T.V., Compactor with Blade, Concrete Portable Hoist, C.M.I. or similar, Conway or similar Mucking Machine, Crane(Crawler or Truck) dragline, Gradall, Shovel Backhoe, etc. Grader, Derrick(Stone-Steel), Elevator & Cage(materials or passengers), Front End Loaders over 1 1/2 yards, Hoist Single, Double, Triple Drum, Hoist Portable Mobile Unit, Hoist Engineer-Concrete(Crane-Derrick-Mine Hoist), Hoist Engineer-Material, Hydraulic Boom, Letourneau or Tournapull(Scrapers over 20 yards struck), Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(concrete), Pulsometer, Push Button(Buzz Box)Elevator, Raise Boring Machine, Road Mix Machines. Robot Hammer(Brock or similar), Robotic EquipmentRoss Carrier and similar machines, Shovels(Tunnels), Side Boom, Slip Form Machine, Spreader(Asphalt), Scoopmobile-Tractor-Shovel over 1 1/2 yards, Trenching Machines, Telephies-Vermeer Concrete Saw Trencher and/or similar, Tractor type demolition equipment, Whirly.

GROUP I-B: Road Paver(Asphalt).

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

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

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker, Concrete Pump, Concrete Spreader, Curb Cutter Machine, Farm Tractor(all types), Finishing Machine(Concrete) Fine Grading Machine, Firemen, Forklift(ALL), John Henry Drill or similar, Joy Drill or similar Driller Machine, Loader 1 1/2 yards and under, Locomotive(all sizes), Maintenance Engineer, Machine Pulling Sheepfoot Roller, Material Hopper, Mixer Concrete(21-E & over), Mulching Grass Spreader, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Powerhouse Machine, Quarry Master, Roller under 4 ton, Spreading and Fine Grading Machine, Steel Cutting Machine, Stone Crusher, Sweeper, Turbo Jet Burner or similar, Well Drilling Machine, Winch Truck "A" Frame.

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

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

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

WAGES: (per hour)

07/01/2017

<table>
<thead>
<tr>
<th>GROUP</th>
<th>Wage</th>
</tr>
</thead>
<tbody>
<tr>
<td>GROUP I</td>
<td>$58.91</td>
</tr>
<tr>
<td>GROUP I-A</td>
<td>52.06</td>
</tr>
<tr>
<td>GROUP I-B</td>
<td>54.80</td>
</tr>
<tr>
<td>GROUP II-A</td>
<td>49.90</td>
</tr>
<tr>
<td>GROUP II-B</td>
<td>51.43</td>
</tr>
<tr>
<td>GROUP III</td>
<td>49.04</td>
</tr>
<tr>
<td>GROUP IV-A</td>
<td>44.67</td>
</tr>
<tr>
<td>GROUP IV-B</td>
<td>38.50</td>
</tr>
<tr>
<td>GROUP V-A</td>
<td>38.50</td>
</tr>
</tbody>
</table>

Engineer-Cranes 66.59
Engineer-Pile Driver 64.29
Hoist Engineer 60.41
Jersey Spreader 51.04
Pavement Breaker 51.04
Post Hole Digger 51.04

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

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

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>$ 18.75 on all hours paid</td>
</tr>
<tr>
<td></td>
<td>PLUS $8.00 limited to first 40 hours worked</td>
</tr>
<tr>
<td></td>
<td>PLUS $1.00 for all hours worked</td>
</tr>
</tbody>
</table>

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

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

* Note: For Holiday codes 5 & 6, code U applies.
Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

REGISTERED APPRENTICES
(1) year terms at the following rates:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>$ 24.52</td>
</tr>
<tr>
<td>1st year</td>
<td></td>
</tr>
<tr>
<td>2nd year</td>
<td>29.42</td>
</tr>
<tr>
<td>3rd year</td>
<td>34.33</td>
</tr>
<tr>
<td>4th year</td>
<td>39.23</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 18.75 for all hours paid</td>
</tr>
<tr>
<td></td>
<td>+$1.00 for all hours worked</td>
</tr>
</tbody>
</table>

Operating Engineer - Marine Dredging 10/01/2017

JOB DESCRIPTION Operating Engineer - Marine Dredging

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:

<table>
<thead>
<tr>
<th>CLASS A</th>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operator, Leverman</td>
<td>07/01/2017</td>
<td>$ 37.25</td>
</tr>
<tr>
<td>Lead Dredgeman</td>
<td></td>
<td>$ 38.18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS A1</th>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dozer, Front Loader Operator</td>
<td>To conform to Operating Engineer</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Prevailing Wage in locality where work is being performed including benefits.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CLASS B</th>
<th>Date</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barge Operator</td>
<td>07/01/2017</td>
<td>$ 32.21</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$33.02</td>
</tr>
<tr>
<td>Position</td>
<td>Hourly Rate 07/01/2017</td>
<td>Hourly Rate 10-01-2017</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Certified Welder, Boat Operator(licensed)</td>
<td>$30.33</td>
<td>$31.09</td>
</tr>
<tr>
<td>CLASS C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drag Barge Operator, Steward, Mate,</td>
<td>$29.50</td>
<td>$30.24</td>
</tr>
<tr>
<td>Assistant Fill Placer, Welder (please add)</td>
<td>$28.54</td>
<td>$29.26</td>
</tr>
<tr>
<td>Boat Operator(licensed)</td>
<td>$28.54</td>
<td>$29.26</td>
</tr>
<tr>
<td>CLASS D</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Shoreman, Deckhand, Rodman, Scowman, Cook,</td>
<td>$23.71</td>
<td>$24.30</td>
</tr>
<tr>
<td>Messman, Porter/Janitor</td>
<td>$23.71</td>
<td>$24.30</td>
</tr>
<tr>
<td>Oiler (please add)</td>
<td>$0.46</td>
<td></td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate 07/01/2017</th>
<th>Rate 10-01-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Classes A &amp; B</td>
<td>$10.75 plus 8%</td>
<td>$11.23 plus 8%</td>
</tr>
<tr>
<td></td>
<td>of straight time</td>
<td>of straight time</td>
</tr>
<tr>
<td></td>
<td>wage, Overtime hours</td>
<td>wage, Overtime hours</td>
</tr>
<tr>
<td></td>
<td>add $ 0.63</td>
<td>add $ 0.63</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate 07/01/2017</th>
<th>Rate 10-01-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Class C</td>
<td>$10.45 plus 8%</td>
<td>$10.93 plus 8%</td>
</tr>
<tr>
<td></td>
<td>of straight time</td>
<td>of straight time</td>
</tr>
<tr>
<td></td>
<td>wage, Overtime hours</td>
<td>wage, Overtime hours</td>
</tr>
<tr>
<td></td>
<td>add $ 0.48</td>
<td>add $ 0.48</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>Rate 07/01/2017</th>
<th>Rate 10-01-2017</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Class D</td>
<td>$10.15 plus 8%</td>
<td>$10.63 plus 8%</td>
</tr>
<tr>
<td></td>
<td>of straight time</td>
<td>of straight time</td>
</tr>
<tr>
<td></td>
<td>wage, Overtime hours</td>
<td>wage, Overtime hours</td>
</tr>
<tr>
<td></td>
<td>add $ 0.33</td>
<td>add $ 0.33</td>
</tr>
</tbody>
</table>

**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

**Operating Engineer - Survey Crew - Consulting Engineer**

**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 Duchess 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

JOB DESCRIPTION Painter

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 46.85*
or lead containing paint on materials to be repainted.

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

Painter 10/01/2017

JOB DESCRIPTION Painter

ENTIRE COUNTIES Putnam, Suffolk, Westchester

PARTIAL COUNTIES
Nassau: All of Nassau except the areas described below: Atlantic Beach, Cedarhurst, 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

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

Painter - Bridge & Structural Steel 10/01/2017

JOB DESCRIPTION Painter - Bridge & Structural Steel


WAGES
Per Hour Worked:
STEEL:
Bridge Painting: 07/01/2017 10/01/2017 10/01/2018
From May 1st to Nov. 15th -

<table>
<thead>
<tr>
<th>Hourly Rate up to 40 hours</th>
<th>$49.50</th>
<th>$50.00</th>
<th>$51.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate after 40 hours</td>
<td>+6.38*</td>
<td>+6.63*</td>
<td>+6.63*</td>
</tr>
</tbody>
</table>

From Nov. 16th to April 30th -

<table>
<thead>
<tr>
<th>Hourly Rate up to 40 hours</th>
<th>$49.50</th>
<th>$50.00</th>
<th>$51.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hourly Rate after 40 hours</td>
<td>+6.38*</td>
<td>+6.63*</td>
<td>+6.63*</td>
</tr>
</tbody>
</table>

*Not subject to overtime and limited to first 40 hours

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

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

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

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

SUPPLEMENTAL BENEFITS
Per Hour Worked:

Journeyworker:

<table>
<thead>
<tr>
<th>07/01/2017</th>
<th>10/01/2017</th>
<th>10/01/2018</th>
</tr>
</thead>
</table>
| From May 1st to Nov. 15th -
   Hourly Rate up to 40 hours | $30.90 | $31.90 | $33.60 |
   Hourly Rate after 40 hours | 7.50 | 7.50 | 7.50 |
| From Nov. 16th to April 30th -
   Hourly Rate up to 50 hours | $29.70 | $31.90 | $33.60 |
   Hourly Rate after 50 hours | 7.50 | 7.50 | 7.50 |

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

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

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

REGISTERED APPRENTICES
Wage - Per hour worked:

Apprentices: (1) year terms

<table>
<thead>
<tr>
<th>07/01/2017</th>
<th>10/01/2017</th>
<th>10/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$22.35</td>
<td>$22.65</td>
</tr>
<tr>
<td>2nd year</td>
<td>33.53</td>
<td>33.98</td>
</tr>
<tr>
<td>3rd year</td>
<td>44.70</td>
<td>45.30</td>
</tr>
</tbody>
</table>

Supplemental Benefits - Per hour worked:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>10/01/2017</th>
<th>10/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$12.36</td>
<td>$12.76</td>
<td>$13.44</td>
</tr>
<tr>
<td>2nd year</td>
<td>18.54</td>
<td>19.14</td>
<td>20.16</td>
</tr>
<tr>
<td>3rd year</td>
<td>24.72</td>
<td>25.52</td>
<td>26.88</td>
</tr>
</tbody>
</table>

8-DC-9/806/155-BrSS

Painter - Line Striping

JOBS DESCRIPTION Painter - Line Striping

ENTIRE COUNTIES

WAGES
Per hour:

Painter (Striping-Highway): 07/01/2017
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, 20, 21, 22) on HOLIDAY PAGE

Painter - Metal Polisher  10/01/2017

JOB DESCRIPTION  Painter - Metal Polisher
DISTRICT  8

ENTIRE COUNTIES

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, F, S) 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:

<table>
<thead>
<tr>
<th>Year</th>
<th>07/01/2017</th>
<th>06/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>$ 12.14</td>
<td>$ 14.25</td>
</tr>
<tr>
<td>2nd year</td>
<td>13.44</td>
<td>15.50</td>
</tr>
<tr>
<td>3rd year</td>
<td>16.29</td>
<td>18.25</td>
</tr>
</tbody>
</table>
Supplemental benefits:
Per hour paid:

<table>
<thead>
<tr>
<th>Year</th>
<th>$1st year</th>
<th>$2nd year</th>
<th>$3rd year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$ 5.62</td>
<td>$ 5.62</td>
<td>$ 5.62</td>
</tr>
<tr>
<td>2nd</td>
<td>5.62</td>
<td>5.62</td>
<td>5.62</td>
</tr>
<tr>
<td>3rd</td>
<td>5.62</td>
<td>5.62</td>
<td>5.62</td>
</tr>
</tbody>
</table>

Plumber

**JOB DESCRIPTION** Plumber

**ENTIRE COUNTIES**
Putnam, Westchester

**WAGES**

Per hour:

Plumber and Steamfitter $54.16

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

**SUPPLEMENTAL BENEFITS**

Per hour:

| Journeyworker | $ 30.13 Per hour paid | +$2.73 per hr. worked |

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1)year terms at the following wages:

<table>
<thead>
<tr>
<th>Term</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>20.00</td>
</tr>
<tr>
<td>2nd</td>
<td>22.99</td>
</tr>
<tr>
<td>3rd</td>
<td>26.52</td>
</tr>
<tr>
<td>4th</td>
<td>37.98</td>
</tr>
<tr>
<td>5th</td>
<td>40.77</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Term</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>12.60 per hour paid + 1.16 per hour worked</td>
</tr>
<tr>
<td>2nd</td>
<td>13.99 per hour paid + 1.30 per hour worked</td>
</tr>
<tr>
<td>3rd</td>
<td>16.65 per hour paid + 1.60 per hour worked</td>
</tr>
<tr>
<td>4th</td>
<td>21.49 per hour paid + 2.36 per hour worked</td>
</tr>
<tr>
<td>5th</td>
<td>22.89 per hour paid + 2.36 per hour worked</td>
</tr>
</tbody>
</table>
Plumber - HVAC / Service  

**JOB DESCRIPTION**  Plumber - HVAC / Service

**DISTRICT**  8

**ENTIRE COUNTIES**  
Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**  
Delaware: Only the townships of Middletown and Roxbury 
Ulster: Entire County (including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour:  
07/01/2017

HVAC Service  $ 41.50

**SUPPLEMENTAL BENEFITS**

Per hour worked:  
07/01/2017

Journeyworker HVAC Service  $ 21.54

**OVERTIME PAY**

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

**HOLIDAY**

Paid:  
See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**  
HVAC SERVICE

(1) year terms at the following wages:

<table>
<thead>
<tr>
<th>Year</th>
<th>1st yr.</th>
<th>2nd yr.</th>
<th>3rd yr.</th>
<th>4th yr.</th>
<th>5th yr.</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>$ 19.37</td>
<td>$ 22.69</td>
<td>$ 28.31</td>
<td>$ 34.63</td>
<td>$ 37.30</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked:

Apprentices  
07/01/2017

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

---

Plumber - Jobbing & Alterations  

**JOB DESCRIPTION**  Plumber - Jobbing & Alterations

**DISTRICT**  8

**ENTIRE COUNTIES**  
Dutchess, Putnam, Ulster, Westchester

**WAGES**

Per hour:  
07/01/2017

Journeyworker:  $ 41.95

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

**SHIFT WORK:**

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

**SUPPLEMENTAL BENEFITS**
Per hour:
Journeyworker
$ 25.11 per hour paid
+$ 2.73 per hour worked

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

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

REGISTERED APPRENTICES
(1) year terms at the following wages:

<table>
<thead>
<tr>
<th>Year</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$ 18.37</td>
</tr>
<tr>
<td>2nd</td>
<td>20.35</td>
</tr>
<tr>
<td>3rd</td>
<td>21.89</td>
</tr>
<tr>
<td>4th</td>
<td>30.83</td>
</tr>
<tr>
<td>5th</td>
<td>32.51</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

<table>
<thead>
<tr>
<th>Year</th>
<th>Benefits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>$ 8.24 per hour paid + $ 0.50 per hour worked</td>
</tr>
<tr>
<td>2nd</td>
<td>$ 9.45 per hour paid + $ 0.93 per hour worked</td>
</tr>
<tr>
<td>3rd</td>
<td>$ 12.88 per hour paid + $ 1.05 per hour worked</td>
</tr>
<tr>
<td>4th</td>
<td>$ 17.28 per hour paid + $ 1.46 per hour worked</td>
</tr>
<tr>
<td>5th</td>
<td>$ 18.54 per hour paid + $ 1.90 per hour worked</td>
</tr>
</tbody>
</table>

8-21.3-J&A

Roofer

JOB DESCRIPTION Roofer

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

WAGES
Per Hour: 07/01/2017
Roofers/Waterproofers $ 41.50

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

SUPPLEMENTAL BENEFITS
Journeyworker $ 32.37

OVERTIME PAY
See (B, H) on OVERTIME PAGE
Note: An observed holiday that falls on a Sunday will be observed the following Monday.

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

REGISTERED APPRENTICES
(1) year terms at the following percentage of Journeyworkers hourly wage.

<table>
<thead>
<tr>
<th>Year</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st</td>
<td>35%</td>
</tr>
<tr>
<td>2nd</td>
<td>50%</td>
</tr>
<tr>
<td>3rd</td>
<td>60%</td>
</tr>
<tr>
<td>4th</td>
<td>75%</td>
</tr>
</tbody>
</table>

Supplements per hour paid at the following rates:
Sheetmetal Worker 10/01/2017

JOB DESCRIPTION  Sheetmetal Worker

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

WAGES

Per Hour: 07/01/2017
SheetMetal Worker  $ 42.66

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

SUPPLEMENTAL BENEFITS
Journeyworker $ 40.49

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15.77</td>
<td>$17.73</td>
<td>$19.71</td>
<td>$21.68</td>
<td>$23.64</td>
<td>$25.62</td>
<td>$28.07</td>
<td>$30.51</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentices
1st term  $ 17.05
2nd term  19.30
3rd term  21.49
4th term  23.72
5th term  25.94
6th term  28.18
7th term  29.91
8th term  31.67

Sheetmetal Worker 10/01/2017

JOB DESCRIPTION  Sheetmetal Worker

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
REGISTERED APPRENTICES
Per Hour:
6 month Terms at the following percentage of Sign Erectors wage rate:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>35%</td>
<td>40%</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per Hour:

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$12.55</td>
<td>$14.23</td>
<td>$15.89</td>
<td>$17.57</td>
<td>$24.30</td>
<td>$26.84</td>
<td>$29.27</td>
<td>$31.47</td>
<td>$33.65</td>
<td>$35.83</td>
</tr>
</tbody>
</table>

Sprinkler Fitter 10/01/2017

JOB DESCRIPTION Sprinkler Fitter

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

WAGES
Per hour:

<table>
<thead>
<tr>
<th></th>
<th>07/01/2017</th>
<th>01/01/2018</th>
<th>04/01/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sprinkler Fitter</td>
<td>$ 43.97</td>
<td>43.97</td>
<td>45.42</td>
</tr>
</tbody>
</table>

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyman $ 22.42 23.12 23.42

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

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

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

REGISTERED APPRENTICES
Wages per hour

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

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$ 8.85</td>
<td>$ 8.91</td>
<td>$ 16.49</td>
<td>$ 16.55</td>
<td>$ 17.11</td>
<td>$ 17.17</td>
<td>$ 17.23</td>
<td>$ 17.28</td>
<td>$ 17.34</td>
<td>$ 17.40</td>
</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
<tbody>
<tr>
<td>%</td>
<td>45%</td>
<td>50%</td>
<td>55%</td>
<td>60%</td>
<td>65%</td>
<td>70%</td>
<td>75%</td>
<td>80%</td>
<td>85%</td>
<td>90%</td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour worked

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
<th>9th</th>
<th>10th</th>
</tr>
</thead>
</table>
Teamster - Building / Heavy&Highway

JOB DESCRIPTION Teamster - Building / Heavy&Highway

ENTIRE COUNTIES
Putnam, Westchester

WAGES

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

GROUP B: Tractor & Trailers (all types).

GROUP BB: 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP CC: Light Tower, Attenuator Trucks

GROUP D: Fuel Trucks, Tire Trucks.

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

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

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

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

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

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

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

WAGES:(per hour) 07/01/2017

GROUP A $ 40.52*
GROUP B 41.14*
GROUP BB 40.64*
GROUP C 43.27*
GROUP CC 40.52*
GROUP D 40.97*
GROUP E 41.52*
GROUP F 42.52*
GROUP G 41.27*
GROUP H 41.89*
GROUP HH 42.27*
GROUP I 42.02*
GROUP II 42.39*

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

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.
NOTE - In order to use the ‘4 Day/10 Hour Work schedule’, 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:
Journeyworker

First 40 hours $26.17
41st-45th hours 11.88
Over 45 hours 0.25

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

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

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

Welder 10/01/2017

JOB DESCRIPTION Welder DISTRICT 1

ENTIRE COUNTIES

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
Westchester County Residential

Carpenter - Residential 10/01/2017

JOB DESCRIPTION Carpenter - Residential

ENTIRE COUNTIES Putnam, Rockland, Westchester

WAGES Per hour: 07/01/2017

Carpenter $ 35.89

SUPPLEMENTAL BENEFITS Per hour:

Journeyman $ 24.70

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 wages.

<table>
<thead>
<tr>
<th></th>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$17.76</td>
<td>$20.74</td>
<td>$23.72</td>
<td>$26.70</td>
<td></td>
</tr>
</tbody>
</table>

Supplemental Benefits per hour:

Apprentice all terms $ 12.98

11-279.1r

Insulator - Heat & Frost - Residential 10/01/2017

JOB DESCRIPTION Insulator - Heat & Frost - Residential

ENTIRE COUNTIES Dutchess, Orange, Putnam, Rockland, Westchester

WAGES Per hour: 07/01/2017

Asbestos Worker $ 41.70

Apprentices 27.21

Fire Stop Work* Asbestos Worker 28.45

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

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

SUPPLEMENTAL BENEFITS Per hour paid:

Journeyworker $ 25.72

Apprentice 16.25

Fire Stop Work:

Journeyworker 16.41

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

HOLIDAY Paid: See (1) on HOLIDAY PAGE.

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

**JOB DESCRIPTION**  Laborer - Residential

**DISTRICT**  8

**ENTIRE COUNTIES**  Putnam, Westchester

**WAGES**

<table>
<thead>
<tr>
<th>Date</th>
<th>Laborer</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/2017</td>
<td>$ 31.60</td>
</tr>
</tbody>
</table>

**SUPPLEMENTAL BENEFITS**

Per hour worked:

| Journeyworker | $ 18.15 |

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid:  See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Hourly terms at the following wage:

<table>
<thead>
<tr>
<th>Level A</th>
<th>Level B</th>
<th>Level C</th>
<th>Level D</th>
<th>Level E</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-1000</td>
<td>1001-2000</td>
<td>2001-3000</td>
<td>3001-4000</td>
<td>4001+</td>
</tr>
<tr>
<td>$18.31</td>
<td>$21.50</td>
<td>$24.75</td>
<td>$29.30</td>
<td>$31.60</td>
</tr>
</tbody>
</table>

Supplemental Benefits

<table>
<thead>
<tr>
<th>Level A</th>
<th>Level B</th>
<th>Level C</th>
<th>Level D</th>
<th>Level E</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 8.90</td>
<td>10.50</td>
<td>12.00</td>
<td>12.90</td>
<td>18.15</td>
</tr>
</tbody>
</table>

---

**Operating Engineer - Residential**

**JOB DESCRIPTION**  Operating Engineer - Residential

**DISTRICT**  8

**ENTIRE COUNTIES**  Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess:  South of a West/East line through Dutchess County starting at the Northern Boundary of the City of Poughkeepsie.

**WAGES**

Usage:  On Private Residential and Private Commercial projects where the aggregate amount of the Building is $12 million or less.

Building Construction will begin from the pouring of the footing.

**GROUP I:**

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

Cranes (All types 50-99 tons), Conventional and Hydraulic.

Cranes (All types 100 tons and over), Tower, Climbing, Conventional, Hydraulic.
GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist-Single, Hoist Double or Triple Drum, Horizontal Directional Drill Locator, Horizontal Directional Drill Operator, and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Maintenance Engineer, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels Side Boom, Spreader (Asphalt Teleyphes/Cableway), Tractor Type Demolition Equipment, Trenching Machines Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame).

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

GROUP II: Bulldozer D6 and Under, Compactor Self-Propelled, Grader, Machines Pulling Sheep’s Foot Roller, Roller 4 ton and over, Scrapers-20 yards Struck and Under, Vibratory Rollers, etc.

GROUP III-A: Asphalt Plant, Boiler (High Pressure), Concrete Mixing Plants, Concrete Pump, Fireman, Forklift, Forklift (Electric) Joy Drill or similar Tractor Drilling Machine, Loader-1 1/2 yards and under, Locomotive (All Sizes), Mixer-Concrete-21E and over, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Quarry Master, Stone Crusher, Well Drilling Machine, Well Point System, Concrete Buggy, One Yard and Up Roll on Dumper, Benford or Similar, Bobcat.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine Regardless of Size, Compressor Plant, Ladder Hoist, Lighting Unit (Portable & Generator), Stud Machine, Welding Machine (Steel Erection & Excavation).


GROUP IV-B: Chipper, Mulcher, Compressor, Dust Collector, Heater (All Types), Pump, Pump Station.

GROUP V: Maintenance Engineer (Crane Only-75 Ton and over), Mechanic's Helper, Stockroom Attendant, Welder's Helper.

GROUP VI-A: Certified Welder

GROUP VI-B: Utility Person, Warehouse Person

WAGES - Per hour: 07/01/2017

GROUP I
Cranes (All- up to 75 tons) $ 61.70
Cranes (All- 75-99 tons) 63.86
Cranes (All- 100 tons & over) 72.99
GROUP I-A 45.87
GROUP I-B 43.38
GROUP II 44.21
GROUP III-A 43.97
GROUP III-B 41.55
GROUP IV-A 43.79
GROUP IV-B 36.58
Group V: 41.63
Group VI-A 48.19
Group VI-B 37.89

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

SUPPLEMENTAL BENEFITS
Per hour: 07/01/2017
Journeyworker $ 20.50
Per hour paid + $ 8.02
Per hour worked
OVERTIME PAY
See (B, E, Q, T, V) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8, 11, 12) on HOLIDAY PAGE
* Note: For Holiday codes 5 & 6, code T applies.
Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

Sheetmetal Worker - Residential

JOB DESCRIPTION  Sheetmetal Worker - Residential
DISTRICT 8

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

WAGES
Per hour: 07/01/2017
Sheetmetal Worker $ 30.28

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

SUPPLEMENTAL BENEFITS
Journeyworker $ 21.47

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES
WAGES - Per hour:
(1/2) year terms at the following rates.

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15.82</td>
<td>$17.26</td>
<td>$18.77</td>
<td>$20.19</td>
<td>$22.03</td>
<td>$23.66</td>
<td>$25.59</td>
<td>$27.17</td>
</tr>
</tbody>
</table>

Supplemental Benefits - Per hour:

<table>
<thead>
<tr>
<th>1st</th>
<th>2nd</th>
<th>3rd</th>
<th>4th</th>
<th>5th</th>
<th>6th</th>
<th>7th</th>
<th>8th</th>
</tr>
</thead>
<tbody>
<tr>
<td>$12.69</td>
<td>13.78</td>
<td>14.88</td>
<td>16.03</td>
<td>16.80</td>
<td>17.74</td>
<td>18.43</td>
<td>19.41</td>
</tr>
</tbody>
</table>

Sprinkler Fitter - Residential

JOB DESCRIPTION  Sprinkler Fitter - Residential
DISTRICT 1

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

WAGES
***IMPORTANT NOTE: *Residential fire protection work* is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.***

Per hour
07/01/2017 01/01/2018 04/01/2018
Sprinkler $ 32.98 32.98 34.07
Fitter

SUPPLEMENTAL BENEFITS
Per hour worked
<table>
<thead>
<tr>
<th></th>
<th>Journeyman</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$ 22.42</td>
<td>23.12</td>
<td>23.42</td>
</tr>
</tbody>
</table>

**OVERTIME PAY**
See (B, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.
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
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>(S1)</td>
<td>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.</td>
</tr>
<tr>
<td>(T)</td>
<td>Triple the hourly rate for Holidays, if worked</td>
</tr>
<tr>
<td>(U)</td>
<td>Four times the hourly rate for Holidays, if worked</td>
</tr>
<tr>
<td>(V)</td>
<td>Including benefits at SAME PREMIUM as shown for overtime</td>
</tr>
<tr>
<td>(W)</td>
<td>Time and one half for benefits on all overtime hours.</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Code</th>
<th>Holiday Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>None</td>
</tr>
<tr>
<td>2</td>
<td>Labor Day</td>
</tr>
<tr>
<td>3</td>
<td>Memorial Day and Labor Day</td>
</tr>
<tr>
<td>4</td>
<td>Memorial Day and July 4th</td>
</tr>
<tr>
<td>5</td>
<td>Memorial Day, July 4th, and Labor Day</td>
</tr>
<tr>
<td>6</td>
<td>New Year's, Thanksgiving, and Christmas</td>
</tr>
<tr>
<td>7</td>
<td>Lincoln's Birthday, Washington's Birthday, and Veterans Day</td>
</tr>
<tr>
<td>8</td>
<td>Good Friday</td>
</tr>
<tr>
<td>9</td>
<td>Lincoln's Birthday</td>
</tr>
<tr>
<td>10</td>
<td>Washington's Birthday</td>
</tr>
<tr>
<td>11</td>
<td>Columbus Day</td>
</tr>
<tr>
<td>12</td>
<td>Election Day</td>
</tr>
<tr>
<td>13</td>
<td>Presidential Election Day</td>
</tr>
<tr>
<td>14</td>
<td>1/2 Day on Presidential Election Day</td>
</tr>
<tr>
<td>15</td>
<td>Veterans Day</td>
</tr>
<tr>
<td>16</td>
<td>Day after Thanksgiving</td>
</tr>
<tr>
<td>17</td>
<td>July 4th</td>
</tr>
<tr>
<td>18</td>
<td>1/2 Day before Christmas</td>
</tr>
<tr>
<td>19</td>
<td>1/2 Day before New Year's</td>
</tr>
<tr>
<td>20</td>
<td>Thanksgiving</td>
</tr>
<tr>
<td>21</td>
<td>New Year's Day</td>
</tr>
<tr>
<td>22</td>
<td>Christmas</td>
</tr>
<tr>
<td>23</td>
<td>Day before Christmas</td>
</tr>
<tr>
<td>24</td>
<td>Day before New Year's</td>
</tr>
<tr>
<td>25</td>
<td>Presidents' Day</td>
</tr>
<tr>
<td>26</td>
<td>Martin Luther King, Jr. Day</td>
</tr>
<tr>
<td>27</td>
<td>Memorial Day</td>
</tr>
</tbody>
</table>
SECTION L,
APPENDIX 1
SIGNAGE
DOS CONSTRUCTION SIGN

The Contractor will install one (1) Department of State (“DOS”) Construction Identification Sign that identifies the Project at commencement of construction. The sign will remain in place until the Project is complete.

The Department of State and New York State Corrections, Division Of Industry, have developed attractive and low cost informational signage. The sign is printed on a 2’ by 4’ aluminum sign blank with silk-screened printing on an adhesive vinyl sealed to the blank. The cost is $116.74, and the City of Peekskill has submitted this sign for purchase.

The exact location will be determined by the DOS and the City of Peekskill according to local conditions and codes.

See next page for example.
Funding for this project provided by an

Environmental Protection Fund
Local Waterfront Revitalization Program Grant
(Project Name) Charles Point Multi-use Waterfront Trail
(Recipient Municipality) City of Peekskill

Andrew M. Cuomo, Governor
Rossana Rosado, Secretary of State

(Local Official/Municipal Executive)
Mayor André Rainey
MAJOR ID SIGN – RIVERWALK OVERVIEW TEXT

RiverWalk map and text to be erected at the entrance to the new trail segment at westernmost end of the Charles Point Park where the new trail is to be constructed facing the trail.

Dominated by industry and off-limits to the public for nearly a century, this dramatic shoreline has been transformed to provide recreation and relaxation while affording magnificent views of the Hudson River. Creating this riverfront trail in Peekskill required an extraordinary collaboration between the City of Peekskill, the Metropolitan Transportation Authority, Metro-North Railroad, and grant funding from Empire State Development, New York State Department of State, and the City of Peekskill.

When fully developed, the Westchester RiverWalk will provide a continuous trailway spanning 51.5 miles along the Hudson River shoreline in Westchester County from New York City to Putnam County. As an integral part of New York State’s 500-mile Hudson River Valley Greenway Trail System, it connects 14 historic riverfront communities. Westchester RiverWalk is a multi-faceted trail that parallels much of the Hudson River shoreline, providing access and linkages to recreational, cultural, and historic resources as well as inland trail systems. The RiverWalk route utilizes existing waterfront trails in shoreline parks, public esplanades in urban waterfront areas and sidewalks in many of the downtown areas of the Historic River Towns of Westchester.

The Peekskill segment of the RiverWalk is fully handicapped-accessible and is directly connected to public transportation via the Peekskill Metro-North Train Station and the BeeLine Bus line. Bicycles are permitted on selected Metro-North Trains.

Rules:

- Open from dawn to dusk
- No motorized vehicles on trails
- Dogs must be leashed
- Clean up after your dog
- Please use trash and recycling receptacles
- Bicycle riding is permitted only on paved trails
- No loud music
- Don’t feed the waterfowl

For more information on Westchester RiverWalk, including the status of new sections, go to www.westchestergov.com/riverwalk.
MAJOR ID SIGN: REVISED TEXT

Placed at beginning of new trail segment (see Contract Plans for details)

Beginning at Annsville Circle to the north, the approximately 2.5-mile long Peekskill RiverWalk is a multi-use and handicapped accessible trail as well as a continuous link to our southern border with the Village of Buchanan. In 2009, the City of Peekskill engaged the public in preparing the Southern Waterfront Park and Trail Master Plan to create and implement the vision for our waterfront. The map’s solid red line denotes the trail’s location within the City of Peekskill. Using the RiverWalk, visitors can walk, run, bike, rollerblade, and cross country ski to other recreational activities, dining establishments, crafter breweries, art galleries, tourism and cultural establishments, and entertainment venues in Peekskill.

From here, venture south on the RiverWalk to learn about the industrial past and present of Wheelabrator Westchester, an advanced environmental waste-to-energy incinerator. Continue southward towards the Peekskill Marina and watch boats launch or visit the Spins Hudson-The Factoria entertainment and dining complex for dinner and adventure. As you walk alongside the water, experience Lents Cove, a protected national salt marsh wetland and serene habitat sanctuary. Here, enjoy a picnic in the gazebo or launch a kayak into the Cove or Dickey Brook. Trail users may continue south towards the Village of Buchanan and partake in activities in Lents Cove Park.

Trail goers may also explore points of interest north along the RiverWalk. Catch a baseball game at the Peekskill Stadium or relax in the outdoor pavilion near the Peekskill Yacht Club. You can also hop on a day cruise at the Peekskill Bay Greenway dock or launch your own boat from the public boat launch at the end of Hudson Avenue. Stroll in Peekskill’s award winning Riverfront Green Park and Scenic Hudson’s Peekskill Landing and admire the sculptures on display. Hop off the trail near the Metro North Train Station to grab a bite to eat along Water Street and Central Avenue or learn about Peekskill’s connection to President Lincoln and the Lincoln Depot Museum on North Water Street. Exploring Peekskill’s walkable and vibrant downtown via Central Avenue allows trail users the opportunity to sample one of the Peekskill’s many flavorful restaurants, cultural museums, art galleries, entertainment venues, boutique retail shops, or outdoor events such as the Farmer’s Market and Flea Markets. More information available at www.cityofpeekskill.com.

The City of Peekskill welcomes you to our waterfront and downtown areas filled with historic, cultural, artistic, entertainment, civic, and natural sites. Revitalized, Peekskill is a successful model where residents, businesses, neighbors, visitors, and supporters achieve great things.

Welcome to Peekskill!
Major ID Sign
Viewed while looking
West toward river

SAMPLE

Westchester
RiverWalk
A Greenway Trail

Croton on Hudson

Peekskill
Riverwalk
Text and Map
Attached

Updated Map and Text

North to Travis Cove, Riverfront Green,
Peekskill Landing, Metro-North Train
Station, and Downtown

Ossining
Briarcliff Manor
Sleepy Hollow
South to Yonkers

Montrose
Verplanck
Buchanan
North to Peekskill

Buchanan
Verplanck
Ossining

South to Yonkers
Updated Map to be supplied by City or Westchester County Department of Planning
Updated Map to be supplied by City or Westchester County Department of Planning
Logo/Trailblazer

RiverWalk Logos

Version 1
RiverWalk Logo
For Use On Signage & Printed Materials

Version 2
RiverWalk Logotype
For Use On Signage

Version 3
RiverWalk Logo Lock-up
For Use On Printed Materials

Version 4
RiverWalk Logo Lock-up
For Use On Specified Signage & Printed Materials
<table>
<thead>
<tr>
<th>Font</th>
<th>Characters</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proforma Book</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 1234567890 !()&amp;%$:;?,</td>
</tr>
<tr>
<td>Proforma Medium</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 1234567890 !()&amp;%$:;?,</td>
</tr>
<tr>
<td>Proforma Semibold</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 1234567890 !()&amp;%$:;?,</td>
</tr>
<tr>
<td>Proforma Bold</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 1234567890 !()&amp;%$:;?,</td>
</tr>
<tr>
<td>Trade Gothic Light</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 1234567890 !()&amp;%$:;?,</td>
</tr>
<tr>
<td>Trade Gothic Medium</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 1234567890 !()&amp;%$:;?,</td>
</tr>
<tr>
<td>Trade Gothic Bold</td>
<td>ABCDEFGHIJKLMNOPQRSTUVWXYZ abcdefghijklmnopqrstuvwxyz 1234567890 !()&amp;%$:;?,</td>
</tr>
</tbody>
</table>
Paint Colors
The colors selected for RiverWalk Signing Program are based on PANTONE UNCOATED COLORS.

Paint colors and inks must match the colors specified to the right.

Color samples must be submitted by the fabricator for the client’s review and approval before the fabrication of signs.

Color #1
Pantone Uncoated Brownish Gray
PMS 412U

Color #2
Pantone Uncoated Light Gray
PMS 400U

Color #3
Pantone Uncoated PMS Process Black

Color #4
Pantone Uncoated Yellow
PMS 121U

Color #5
Pantone Uncoated Green
PMS 577U

Color #6
Pantone Uncoated Reddish Brown
PMS 484U

Color #7
Pantone Uncoated Deep Blue
PMS 3005U

Color #8
Pantone Uncoated Light Blue
PMS 284U

Color #9
Pantone Uncoated White
RiverWalk Logo - Version 1

RiverWalk Logo
For Use On Signage &
Printed Materials

NOT TO SCALE
RiverWalk Logo - Version 2

RiverWalk Logotype
For Use On Signage
RiverWalk Logo - Version 3

RiverWalk Logo Lock up
For Use On Printed Materials

USE THE DIMENSIONS FROM RIVERWALK LOGO - VERSION 1
SCALE TO A 3" CIRCLE

Westchester RiverWalk
A Greenway Trail

TYPEFACE:
PROFORMA MEDIUM
COLOR PMS 412U

TYPEFACE:
PROFORMA SEMIBOLO
COLOR PMS 412U
RiverWalk Logo - Version 4

RiverWalk Logo Lock-up
For Use On Specified
Signage & Printed Materials

NOT TO SCALE

Westchester RiverWalk
A GREENWAY TRAIL

BACKGROUND QUAD:
COLOR PMS 300SO

BACKGROUND QUAD:
COLOR PMS 484U

WAVES AND LINES:
COLOR WHITE

TYPEFACE:
PROFORMA MEDIUM
COLOR: WHITE
CENTER FROM LEFT TO RIGHT

TYPEFACE:
PROFORMA SEMI- Bold
(All Capitals)
COLOR: WHITE
CENTER FROM LEFT TO RIGHT

BACKGROUND:
COLOR #1

BACKGROUND QUAD:
COLOR PMS 577U

BACKGROUND QUAD:
COLOR PMS 284U

1-7/8" TO CENTER OF ARC

1/2" TO CENTER OF ARC

1-1/16" TO CENTER OF ARC

1-5/16"

1-1/2" 1-5/8" 1-7/16"

1-7/8" 9/16" 1/2" 3/4"

1/2" 9/16" 1/2" 3/4"
Vehicular Trailblazer

1. Elevation: Vehicular Trail Blazer
   Scale: 3/4" = 1'-0"

2. Vehicular Trail Blazer - Layout & Color Break
   Scale: 1 1/2" = 1'-0"

- **RIVERWALK LOGO VERSION 1**
  - .25" THICK ALUMINUM PANEL WITH SILKSCREENED GRAPHICS. PANEL FINISHED W/ GRAFFITI RESISTANT CLEAR COATING
  - PAINT BACK AND SIDES TO MATCH COLOR #8 LT BLUE

- **CENTER ON EXISTING POST/POLE**
  - BACKGROUND QUAD: COLOR #7 BLUE
  - BACKGROUND QUAD: COLOR #6 RED
  - WAVES AND LINES: COLOR #9 WHITE
  - BACKGROUND QUAD: COLOR #8 LT BLUE

- **BACKGROUND QUAD: COLOR #5 GREEN**
  - Ø 1'-2.0''
  - 3.5" APPROX.

- **BACKGROUND QUAD: COLOR #5 GREEN**
  - Ø 7.0''
  - 5.5"

- **BACKGROUND QUAD: COLOR #5 GREEN**
  - 5"
  - SECURE TO EXISTING POST/POLE WITH NONVISIBLE FASTENERS ON SIGN FACE

**NOTE:** ARTWORK FOR LOGO AND ARROW TO BE SUPPLIED BY OWNER
GUIDELINES MANUAL

Vehicular Trailblazer continued...

**Front Elevation: Dimensional Logo Detail**

Scale: 1 1/2" = 1'-0"

**NOTE:**
ARTWORK FOR LOGO AND ARROW TO BE SUPPLIED BY OWNER

**NOTE:**
DIMENSIONAL LOGO SIGN BOX FOR MAJOR ID AND DIRECTIONAL SIGNS ONLY.

**Side Elevation: Dimensional Logo Detail**

Scale: 1 1/2" = 1'-0"

**HYDRO CUT ALUMINUM "LOGO WAVES AND LINES" WELD AND GRIND TO SIGN BOX PAINT ALL SURFACES TO MATCH COLOR #9 WHITE**

25" THICK ALUMINUM PANEL WITH DIMENSIONAL GRAPHIC "WAVES". FINISHED AS NOTED APPLY GRAFFITI RESISTANT CLEAR COATING TO ALL SURFACES

BACKGROUND QUAD:
COLOR #7 BLUE

BACKGROUND QUAD:
COLOR #6 REDISH BROWN

WAVES AND LINES:
COLOR #9 WHITE

BACKGROUND QUAD:
COLOR #8 LT BLUE

RIVERWALK LOGO
VERSION 1
Pedestrian Trailblazer

CENTER ON EXISTING POST/TREE

3/16" HOLES (TOP AND BOTTOM); NAIL TO EXISTING TREE OR POST

Ø 7.0"

NOTE:
COLOR BREAK AND FABRICATION SPECIFICATIONS TO MATCH STREET TRAIL BLAZER

Layout & Color Break: Pedestrian Trail Blazer
Scale: 1 1/2" = 1'-0"

Pedestrian & Bicycle Trail Blazer
Scale: 3/4" = 1'-0"
Regulation

Keep Your Dog On A Leash

CENTER

ø 1'-2''

0.5''

0.5''

TYPE, WAVES AND LINES:
COLOR #9 WHITE

1.0'' CAP HEIGHT
1.5'' LEADING

CENTER

BACKGROUND QUAD:
COLOR #7 BLUE

.25'' THICK ALUMINUM PANEL WITH
SILKSCREENED GRAPHICS.
PANEL FINISHED W/ GRAFFITI
RESISTANT CLEAR COATING

PAINT BACK AND SIDES
TO MATCH COLOR #7 BLUE

REFER TO:
RIVERWALK LOGO
VERSION 1

SECURE TO W/ NONVISIBLE FASTENERS
TO EXISTING SURFACES

PAINT BACKGROUND,
BACK AND SIDES
TO MATCH
COLOR #1 BROWN

NOTE:
ARTWORK FOR LOGO TO BE
SUPPLIED BY OWNER

TYPEFACE:
A) PROFORMA MEDIUM;
FOUNDRY: FONT BUREAU, IN.

1 Layout & Color Break: Single Regulation
Scale: 1 1/2'' = 1' - 0''

2 Elevation: Single Regulation
Scale: 3/4'' = 1' - 0''

42 SIGNAGE
• Directional

Irvington Dobbs Ferry
Sleepy Hollow Briarcliff Manor
1. Side Elevation: Pedestrian Directional  
   Scale: 3/4" = 1'-0"  

2. Front Elevation: Pedestrian Directional  
   Scale: 3/4" = 1'-0"  

Paint post to match color #2 gray.  
Concrete footing: Engineer for specific locations.
GUIDELINES MANUAL

TYPEFACE: PROFORMA MEDIUM
ALUMINUM PANEL WITH SILKSCREENED GRAPHICS
ON TWO SIDES. PANEL FINISHED WITH A GRAFFITI
RESISTANT CLEAR COATING

1. Layout: Pedestrian Directional
   Scale: 3/4" = 1'-0"

   LEFT: Irvington
   Dobbs Ferry
   RIGHT: Sleepy Hollow
   Briarcliff Manor

   ARROW BACKGROUND:
   COLOR #8 LT BLUE

   SIGN BACKGROUND: COLOR #1 BROWN

   LEFT: Irvington
   Dobbs Ferry
   RIGHT: Sleepy Hollow
   Briarcliff Manor

   TYPE AND ARROWS:
   COLOR #9 WHITE

   TYPEFACE: PROFORMA MEDIUM;
   FOUNDRY: FONT BUREAU, INC.

   NOTE:
   LAYOUT TYPICAL FOR BOTH
   SIDES OF SIGN.

2. Color Break: Pedestrian Directional
   Scale: 3/4" = 1'-0"

SIGNAGE 45
Major Identification and Maps

Westchester RiverWalk
A Greenway Trail

Croton-on-Hudson

Irvington
Dobbs Ferry
Sleepy Hollow
Briarcliff Manor

Front Elevation: Major Identification
Scale: 3/4" = 1'-0"
1. Front Elevation: Major Identification
   Scale: 3/4" = 1'-0"

2. Side Elevation: Major Identification
   Scale: 3/4" = 1'-0"
1.5" WIDE .375" THICK ALUMINUM CHANNEL FRAME

SPACE SCREWS EVENLY

WELD .5" THICK ALUMINUM BRACKET TO POST AND FRAME

Front Elevation: Major Identification - Frame Structure
Scale: 3/4" = 1' - 0"

GUIDELINES MANUAL
Major Identification and Maps continued...
ALIGN

ALUMINUM PANEL
WITH SILKSCREENED
GRAPHICS. PANEL FINISHED
W/ GRAFFITI RESISTANT
CLEAR COATING

RIVERWALK LOGO
VERSION #2
ALIGN

RIVERWALK LOGO
VERSION 2
COUNTY NAME:
COLOR #8 LT BLUE

RIVERWALK:
COLOR #9 WHITE
TRAIL:
COLOR #5 GREEN

DETAIL MAP
4 COLOR

OVERALL MAP
4 COLOR

TOWN NAME:
COLOR #8 LT BLUE

ARROW BACKGROUND:
COLOR #8 LT BLUE

TYPE AND ARROWS:
COLOR #9 WHITE

SIGN BACKGROUND:
COLOR #1 BROWN

NOTE:
LAYOUT TYPICAL FOR BOTH
SIDES OF SIGN.

1 Major Identification: Layout
Scale: 3/4" = 1'-0"

2 Major Identification Color Break
Scale: 3/4" = 1'-0"
Welcome
Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed diam nonumy eirmod tempor invidunt ut labore et dolore magna aliquyam erat, sed diam voluptua. At vero eos et accusam et justo duo dolores et ea tempor

Park Hours
Park is open from dawn to dusk. After hours usage by permit only.

Rules
- Lorem ipsum dolor.
- Sit amet, consetetur.
- Sadipscing elitr, sed diam.
- Nonumy eirmod tempor.
- Invidunt ut labore et.
- Dolore magna aliquyam.
- Erat, sed diam voluptua.
- Sit amet, consetetur.
- Sadipscing elitr, sed diam.
- Nonumy eirmod tempor.
Typical Section A: Major Identification & Pedestrian Directional
Scale: 1-1/2" = 1'-0"

- Weld .5" thick aluminum bracket to post
- Ø 1.000" aluminum rod welded to post and logo sign; paint color #2 gray
- Paint bracket color #3; process black

- 2'-3" (major identification)
- 3'-11" (pedestrian directional)

- 3" square aluminum post; paint to color #2 gray
- Apply graffiti resistant clear coat

- Weld aluminum sign frame to post
- Fill space w/ high density blue foam board

- Weld end plate to frame; paint to match sign face

Typical Section B: Major Identification & Pedestrian Direction
Scale: 1-1/2" = 1'-0"

- Secure .25" thick sign face to frame w/ counter sunk (heads flush to surface) temper resistant flathead screws; paint to match sign face; color #1 brown

SIGNAGE 51
GUIDELINES MANUAL

- Interpretive

1. Front Elevation: Vertical Interpretive
   Scale: 3/4" = 1' - 0"

2. Side Elevation: Vertical Interpretive
   Scale: 3/4" = 1' - 0"
0.25" THICK SIGN FACE WELD AND GRIND FOR SEAMLESS LOOK; SECURE TO FRAME WITH NON-VISIBLE FASTENERS; PAINT ALL SURFACES AS NOTED; SILKSCREEN ALL GRAPHICS; APPLY GRAFFITI RESISTANT CLEAR COAT TO ALL SURFACES

PAINT TOP OF FRONT AND BACK COLOR #9 WHITE

Ø 1'-4"

0.5" THICK ALUMINUM CIRCLE W/ SILKSCREENED GRAPHIC SECURE TO FRAME WITH NON-VISIBLE FASTENERS OR WELD

PAINT BOTTOM; FRONT, BACK AND ALL SIDES COLOR #4 YELLOW

1 Front Elevation: Vertical Interpretive
   Scale: 3/4" = 1'-0"

2 Side Elevation: Vertical Interpretive
   Scale: 3/4" = 1'-0"
GUIDELINES MANUAL
Interpretive continued...

1.5" WIDE .25" THICK ALUMINUM CHANNEL FRAME

SECURE 'CIRCLE W/ NONVISIBLE FASTER; FINISH ALL VISIBLE SURFACES

CONCRETE FOOTING; ENGINEER FOR SPECIFIC LOCATIONS

Front Elevation: Vertical Interpretive - Frame
Scale: 3/4" = 1'-0"
Front Elevation: Horizontal interpretive
Scale: 3/4" = 1' 0"
Interpretive continued...

1. Layout: Horizontal Interpretive
   Scale: 1 1/2" = 1' 0"

   **FULL BLEED**
   PRIMARY IMAGE

   **DUOTONE:**
   COLOR #1 BROWN AND BLACK

   **SAMPLE REQUIRED FOR CLIENT APPROVAL OF DUOTONE PRIOR TO FABRICATION**

   **BACKGROUND QUAD:**
   COLOR #1 BROWN

   **TITLE AND LOGO WAVES:**
   COLOR #9 WHITE

   **BACKGROUND:**
   COLOR #5 GREEN

   **BACKGROUND:**
   COLOR #8 LT BLUE

   **SUPPORT IMAGES**
   BLACK/WHITE AND 4 COLOR REPRODUCTION

2. Color Break: Horizontal Interpretive
   Scale: 1 1/2" = 1' 0"

   **BODY COPY:**
   TRADE GOTHIC NORMAL
   18pt/24pt; FLUSH LEFT TRACK AND KERN AS NEEDED

   **CAPTIONS:**
   TRADE GOTHIC NORMAL
   12pt/14pt; FLUSH LEFT TRACK AND KERN AS NEEDED
0.5" THICK SIGN FACE W/ 0.5" THICK ALUMINUM CIRCLE W/ SILKSCREENED GRAPHIC. WELD AND GRIND CIRCLE TO SIGN FACE
PAINT ALL SURFACES COLOR #4 YELLOW UNLESS NOTED;
ALL SILKSCREEN ALL GRAPHICS; APPLY GRAFFITI RESISTANT CLEAR COAT TO ALL SURFACE
PAINT TOP OF FRONT AND BACK COLOR #9 WHITE

**Plan: Horizontal Interpretive**
Scale: 1 1/2" = 1'-0"

0.5" THICK ALUMINUM CIRCLE W/ SILKSCREENED GRAPHIC
SECURE TO FRAME WITH NONVISIBLE FASTENERS OR WELD

**Side Elevation: Horizontal Interpretive - Mounting**
Scale: 1 1/2" = 1'-0"

SECURE TO EXISTING RAILING W/ NONVISIBLE FASTENERS
MOUNT AT A 45° ANGLE
2. Interpretive Signs
   - Photos + text
to be provided
by City of Peekskill.

- Location 1 - <Certain>
  - Wheelabrator Westchester,
as shown on Contract Plans

- Location 2 - <Alternate Scheme>
  - Vents over Peninsula (where
  kayak posts/4760 are)
  - Part of "Alternate C" / "Alternate D"
SECTION L,
APPENDIX 2

REPORT OF SUBSURFACE EXPLORATION AND FOUNDATION EVALUATION
Report of Subsurface Exploration and Foundation Evaluation

Proposed Charles Point Multi-Use Waterfront Trail
Charles Point Pier Park
Fleishmann Pier to Lent’s Cove Park
City of Peekskill, Westchester County, New York

September 19, 2016
Revised November 4, 2016

Prepared For
Adam Alexander, LL.A., Project Manager
Partner Engineering and Science, Inc.
611 Industrial Way West
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Red Bank, NJ 07701
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Moustafa A. Gouda, P.E., D.GE, F.ASCE
Director of Geotechnical/Environmental Services
Professional Engineer
New York License No. 054668

MC Project No. 15001784G
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<tr>
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<td>1</td>
</tr>
<tr>
<td>3. SCOPE OF SERVICES</td>
<td>1</td>
</tr>
<tr>
<td>4. SUBSURFACE EXPLORATION</td>
<td>2</td>
</tr>
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## FIGURES

- Exploration Location Plan .................................................................... Figure No. 1

## APPENDICES

- APPENDIX A .................................................................................. Test Boring Logs
1. **INTRODUCTION**

This report presents the results of the geotechnical exploration undertaken to provide geotechnical design criteria and foundation support recommendations for the proposed construction of the Charles Point Multi-Use Waterfront Trail, in the City of Peekskill, Westchester County, New York. At this time design has not been finalized and delineation between at grade and elevated walkway is not clear. Additional geotechnical investigations shall be conducted once design is completed to verify foundation design and site conditions.

The purpose of this exploration was to evaluate the existing subsurface conditions at the project site and to provide recommendations for foundation support and site development for the proposed construction. The recommendations include the anticipated type of foundation to be used in the design, seismic site class, and a discussion of earthwork operations and related procedures.

2. **SITE AND PROJECT DESCRIPTION**

The Charles Point Multi-Use Waterfront Trail project site, in the City of Peekskill, Westchester County, New York, is proposed to extend from Fleishmann Pier at Charles Point Park to Lent’s Cove Park. The proposed path will meander along the shoreline and will be comprised of various materials based on the topography and location of the pathway.

The project has been divided into two separate areas: the northern section, which is located between Charles Point Pier Park and the Charles Point Marina; and the southern section, which is located between Charles Point Marina and Lent’s Cove Park. It is anticipated that sections of the walkway may require retaining walls in order to be constructed on the shoreline slope. These walls would provide a level walkway surface in these areas. In addition, some areas near Lent’s Cove might require the construction of an elevated timber boardwalk to traverse marsh and water areas. If elevated portions of the walkway are required, they will need to be supported on deep foundations (piles).

3. **SCOPE OF SERVICES**

The purpose of this preliminary geotechnical study was to evaluate the subsurface conditions encountered at the exploration locations, and to subsequently provide geotechnical consultation regarding site development and foundation support recommendations.
We were authorized to perform the following Scope of Services:

a) Retain a drilling contractor to perform test borings to explore the subsurface soil and groundwater conditions (refer to the Exploration Location Plan, Figure 1);

b) Provide full-time technical observation of the work of the drilling contractor;

c) Obtain representative soil samples encountered within the test borings;

d) Evaluate and prepare test boring logs showing the types of soils encountered, as well as depth to groundwater; and,

e) Prepare this Subsurface Exploration and Foundation Evaluation Report, presenting the results of our subsurface exploration, engineering evaluation, and subsequent recommendations for foundation support and site earthwork.

4. SUBSURFACE EXPLORATION

The subsurface conditions at the site were explored on August 11 and 12, 2016 through advancement of six test borings, labeled TB-1 through TB-7. Test borings TB-2 and TB-8 were not performed due to site access restrictions and were removed from the exploration program. The test borings were field-located by Maser Consulting using the proposed development plans and existing site features available at the time of our field exploration program.

The test borings ranged in termination depth up to approximately 3.5 to 32 feet below ground surface (bgs) by Soiltesting, Inc., of Oxford, Connecticut using standard hollow-stem auger and mud rotary drilling techniques. Split spoon sampling was performed in accordance with ASTM D1586 (Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils). The number of blows required to drive the split spoon every six (6) inches into the soil was recorded and is shown on the test boring log. The sum of blows for the interval from 6 inches to 18 inches is the N-value. The N-value indicates the soil resistance encountered within each sampling interval.

The test boring was performed under the full-time technical observation of Maser Consulting. Representative soil samples from the exploration were collected and visually identified in accordance with the Burmister Soil Classification System. Details pertaining to the subsurface conditions encountered are presented on the Test Boring Logs in the Appendix A.
5. SUBSURFACE CONDITIONS

5.1 Subsurface Description

The generalized subsurface conditions at this site may be described as follows, in order of depth:

- **Surface Cover** – Test borings TB-3 and TB-5 revealed a topsoil layer consisting of brown clayey silt with some coarse to fine sand and little medium to fine gravel, approximately 12 inches thick.

- **Fill Materials** – Brown, Yellow and Orange SAND and GRAVEL with varying amounts of silt and clay, with frequent to occasional construction debris: Underlying the topsoil layer in test borings TB-3 and TB-5 and encountered at the surface in the remaining test borings (TB-1, TB-4, TB-6 and TB-7) are Fill Materials consisting of a mixture of brown, yellow and orange coarse to fine sand and coarse to fine gravel with varying amounts of silt and clay, with frequent to occasional fragments of brick, concrete, cinder, and wood. The thickness of this Fill Material layer varies along the project and extends to depths ranging from approximately 4 to 20 feet below ground surface (bgs) within the test borings advanced during this exploration. The N-values for the Fill Materials vary significantly from 2 blows per foot (bpf) upwards to 100 blows over 4 inches of penetration. The material was generally noted to have a very loose to medium dense state of relative density. Some of the higher blow counts may be attributable to the presence of gravel and larger piece of construction debris, and not the compaction or density of the layer.

Test borings TB-1, TB-4, TB-5, and TB-7 were terminated within this stratum due to auger and/or split spoon refusal which were indicative of potential boulders or other obstructions. No rock or concrete core attempts were performed as part of this subsurface exploration.

- **Stratum A** – Light Gray to Gray Organic SILT and CLAY with trace amounts of fine sand with occasional seams of gray medium to fine sand, silt and clay: The materials underlying the Fill Materials in test borings TB-3 and TB-6 were light gray to gray organic silt and clay with trace amounts of fine sand with occasional seams of gray medium to fine sand, silt and clay. The N-values for Stratum A varied from 1 blow for 12 inches of penetration to 2 bpf. This stratum was encountered in the two test borings at depths of approximately 8 and 15 feet bgs and extended to depths ranging from approximately 20 to 30 feet bgs in test borings TB-3,
and TB-6, respectively. The material was generally noted to have a very soft state of consistency.

- **Stratum B – Light Brown SILT and CLAY with trace amounts of fine sand**: The materials underlying Stratum A in test boring TB-3 were light brown silt and clay with trace amounts of fine sand. The N-values for Stratum A varied from 9 to 56 bpf. This stratum extended to the termination depth of approximately 32 feet bgs in test boring TB-3. The material was generally noted to have a medium stiff to hard state of consistency, increasing with depth.

- **Stratum C – Dark Green/Gray SAND with some clayey silt and some gravel**: The materials underlying Stratum B in test boring TB-6, were dark green/gray coarse to fine sand with some clayey silt and some coarse to fine gravel. The N-values for Stratum C was 9 bpf. This stratum extended to the termination depth of approximately 32 feet bgs in test boring TB-6. The material was generally noted to have a very loose to medium dense state of relative density.

5.2 **Groundwater Conditions**

At the time the test borings were advanced, groundwater was encountered within the test borings TP-3, TB-5, TB-6, and TB-7 at depths ranging from approximately 4 to 15 feet bgs. Groundwater levels may vary with time, influenced by rain or dry periods, surface infiltration, and other factors.

6. **DISCUSSION AND RECOMMENDATIONS**

6.1 **Site Preparation**

- Install erosion and sedimentation control devices as specified by the Site/Civil Engineer.

- Maintain positive drainage conditions throughout construction, avoiding unnecessary ponding of stormwater in excavations or low areas of the site. Seal-roll exposed soil or subgrade surfaces prior to rain or snow events, and promptly remove any standing water immediately afterwards.

- Any existing underground or above-ground utility locations should be verified in the field and relocated or abandoned as necessary, prior to construction. If the option to abandon utilities in-place is chosen, we recommend that a lean cement grout (250 psi) be used to fill the utility lines.
Excavations for any proposed footings shall be undercut at least (1) foot below foundations subgrades. For conventional shallow foundations, excavations shall be two (2) feet wider than concrete footings. Utilizing jumping jack, compact the bottom of the foundations subgrades. Backfill the foundations excavations to foundations subgrade either with load bearing fill utilizing on site excavated material or utilizing clean crushed stone ASHTO No. 57.

Areas to receive fill shall be stabilized and proofrolled and compacted prior to the placement of load-bearing fills, proofrolling and compaction shall take place with a 10-ton smooth drum roller with a minimum of four (4) passes. The vibratory or static modes shall be used as directed by the Site Geotechnical Engineer.

Any remaining unstable zones should be remediated by undercutting and replacing with load-bearing fill as directed by the on-site Geotechnical Engineer.

Following the satisfactory subgrade preparation, raise grades to the proposed level utilizing the excavated on-site materials or imported load-bearing fill. Placement of fill shall be completed in controlled, compacted lifts in accordance with the Load-Bearing Fill Section of this report.

In accordance with the Occupational Safety and Health Administration (OSHA) requirements, all excavations should be properly sloped or otherwise structurally retained to provide stable and safe working conditions.

### 6.2 Shallow Foundations

The test borings indicated that the soils encountered at foundation bearing grades are suitable for support of proposed walkway structures. Foundation elements shall bear directly on compacted Fill Materials or on compacted load-bearing fill. Foundations may be designed for a maximum allowable bearing pressure of 2,000 pounds per square foot (psf). Loose or soft soil is not considered suitable for foundation support and if encountered, should be excavated and replaced with structural fill compacted in-place. See the Load-Bearing Fill section of this report for further details.

The length of time that the exposed subgrade remains exposed to weather conditions should be kept to a minimum so as to not generate more unsuitable material removal. Underlying soils are anticipated to be highly moisture sensitive and as such the length of time that foundation subgrades are exposed should be
kept to a minimum. The use of dense graded aggregates (DGA) and recycled concrete aggregates (RCA) may be warranted to protect subgrades prior to concrete placement. DGA and RCA materials, if used, shall meet NYDOT specification requirements.

Footings should be founded at a minimum depth of 4 feet beneath the bottom of the proposed stream bed for bearing considerations. Footing subgrades should be compacted using a “Jumping Jack” or other trench compactor upon completion of footing excavation prior to any form of reinforcing steel placement.

To confirm the design allowable soil bearing pressure, foundation bearing grades should be inspected by a qualified Geotechnical Engineer prior to the placement of forms and/or concrete. Should the footing subgrade be disturbed, the loosened soil should be compacted in-place. Backfilling against foundations and under slabs should be accomplished using structural fill placed and compacted under engineering observation. Any water that accumulates in the bottom of the excavation should be removed within 24 hours.

6.3 Deep Foundations

If an elevated walkway is required in the final design, it is our recommendations to support the utilizing concrete filled, closed-end 8-inch steel piles. Piles shall be driven to a minimum depth of 40 feet below existing grades and are embedded in Stratum C. Several pile types were considered for this site; however, due to concerns with ice flows, and the numerous obstruction in the existing fill, steel piles appear to be the most reasonable deep foundation option. Piles should be driven to 15 tons and have a design capacity limited to 12 tons per pile. The balance would be reserved for anticipated downdrag forces.

6.3.1 General Considerations

Proposed piles should be driven utilizing a hammer with a minimum energy of 15,000 foot-pounds. It is anticipated that pile lengths would be on the order of 45 feet for the walkway to allow for five feet stick up above existing grades.

Pile Data

<table>
<thead>
<tr>
<th>Pile Length</th>
<th>40 feet (min) below existing grades</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pile Tip Diameter</td>
<td>8 inches</td>
</tr>
<tr>
<td>Pile Driven Capacity</td>
<td>15 tons</td>
</tr>
<tr>
<td>Pile Design Capacity</td>
<td>12 tons</td>
</tr>
<tr>
<td>Working Lateral Load Capacity</td>
<td>2 ton/pile</td>
</tr>
</tbody>
</table>
There are a series of difficulties related to the installation of piles, load testing, and construction control of all piles on this site. It is desirable to consider the following items in framing the cost estimate and specifications, as well as in pre-bid discussions with the contractors:

1. The specification should stipulate the highest permissible tip level, which is approximately 40 feet below existing ground surface. Pre-drilling or spudding the piles will minimize the effect of driving and the damage to piles due to presence of an obstruction.

2. We recommend utilizing dynamic pile driving analyzer on a minimum of two (2) test piles. Test piles can be used as production piles if they are not damaged and meet or exceed required capacity.

3. We believe that a simple criterion such as the Engineering News Record (ENR) Formula is applicable to driving at this site. However, it must be utilized in conjunction with all existing records and data obtained during the driving of each individual pile and the dynamic pile analyzer results. Other pile driving formulas may be utilized upon the evaluation of the pile load test results.

4. Alignment and pile top elevation should be checked daily until piles within a radius of approximately 25 feet have been driven. Piles showing heave greater than ¼-inch should be re-driven to at least the original tip elevation.

5. Pile installation records should be taken by a Geotechnical Engineer and must include a record of hammer blows for at least the last several feet of driving and the results of the pile inspection.

6. Only qualified pile contractors should be considered. Their name should be submitted to the owner and the Site Geotechnical Engineer for qualification and evaluation.

7. Prior to construction, the successful contractor should provide the pile length design, pile driving scheme, type of hammer, sequence of work and pile numbering plan to the Geotechnical Engineer for his approval.

8. It is recommended that the Geotechnical Engineer review the pile specification prior to the bidding process.
9. As-built pile locations should be surveyed by the pile contractor and provided to the structural engineer for his review prior to the pile contractor demobilizing from the site.

6.3.2 Pile Settlement

Pile settlement was considered in our analysis. It is anticipated that for a 15 ton pile design capacity, the settlement will be less than one-half (½) inch, which is considered acceptable for the proposed walkway structure.

6.4 Load-Bearing Fill

All fill/backfill to support the proposed structure that will be adversely affected by settlement is considered load-bearing fill. Load-bearing fill should consist of visually stable, inorganic, readily compactable, predominately well-graded granular soils with no more than 15% fines (material passing the No. 200 sieve) that are free of trash, organic inclusions, frozen material, or excess moisture. Maser Consulting recommends that fragments having a maximum dimension greater than three (3) inches be excluded from the fill. The moisture content of the fill materials should be controlled to within tolerable limits of the optimum by wetting, aeration or blending to facilitate compaction. The field moisture-density relationship of materials being used will be as per ASTM D1557 and monitored by the Site Geotechnical Engineer during fill placement activities.

Load-bearing fill should be controlled fill placed in loose horizontal lifts with a maximum thickness of 12 inches. Compaction should be achieved using as large a vibratory compactor as practical. It is recommended that controlled fill within the construction area be compacted to at least 95% of the maximum dry density as determined by the Modified Proctor Test (ASTM D1557). In addition, we recommend that fills be stable without significant movement under construction traffic, as judged by the Site Geotechnical Engineer. Quality control testing of in-place fill densities should be conducted throughout the entire earthwork operation, load bearing fills, and areas where pavement and structures are proposed.

The existing on-site granular materials of the existing fill are considered suitable and may be re-used as load-bearing fill, provided they are sufficiently dry, and any organic material and unsuitable debris, as well as oversized particle (fragments larger than 3 inches), are removed. Due to the varying percentages of silt encountered in the explorations, the in-situ soils are considered to be sensitive to moisture and construction traffic. Moisture conditioning efforts may be required to achieve and/or maintain moisture contents suitable for compaction and may limit the use of sensitive soils for immediate use as controlled compacted fill.
These materials should be observed by the Geotechnical Engineer or technician throughout construction to determine its suitability as load-bearing fill.

Imported granular fill material, if required, shall be well-graded and should conform to the following material gradation requirements. Alternate material submissions such as dense graded aggregate and recycled concrete aggregates may be made to the Site Geotechnical Engineer for approval:

**Recommended Gradation Envelope**

**IMPORTED GRANULAR FILL**

<table>
<thead>
<tr>
<th>U.S. Standard Sieve Size</th>
<th>Percent Finer By Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>2”</td>
<td>100</td>
</tr>
<tr>
<td>1”</td>
<td>80-100</td>
</tr>
<tr>
<td>3/8”</td>
<td>70-100</td>
</tr>
<tr>
<td>No. 10</td>
<td>50-100</td>
</tr>
<tr>
<td>No. 30</td>
<td>30-85</td>
</tr>
<tr>
<td>No. 60</td>
<td>15-65</td>
</tr>
<tr>
<td>No. 200</td>
<td>5-15</td>
</tr>
</tbody>
</table>

### 6.5 Lateral Earth Pressure Parameters for Retaining Walls

Retaining walls, if required, should be designed using the soil parameters outlined in Table 1. Note that these parameters are ultimate values that do not incorporate a factor of safety. Appropriate, industry-standard factors of safety (typically 1.5 for permanent load cases and 1.3 for transient load cases), should be applied to the overall design of the wall systems.

Cantilevered retaining walls that are free to rotate should be designed for the active earth pressure condition. Walls that are braced or otherwise restricted from rotation should be designed for the at-rest earth pressure condition. Passive earth pressure is used to estimate the resisting force when a wall structure is being forced against the soil material.

Surcharge loading caused by additional surface loads on the retained soil should be added to the lateral pressure on the wall as a uniform stress equal to one-half the surcharge load. These loads may include vehicle or pedestrian traffic, temporary construction loads (stockpiles, material storage, equipment, etc.), floor slab or pavement loads, or other structures.
TABLE NO. 1
LATERAL EARTH PRESSURE COEFFICIENTS

<table>
<thead>
<tr>
<th>Subsurface Material</th>
<th>Total Unit Weight (pcf)</th>
<th>Internal Friction Angle</th>
<th>Wall Condition</th>
<th>Earth Pressure Coefficient</th>
<th>Equivalent Fluid Pressure (psf)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Existing Fill Materials</td>
<td>125</td>
<td>32°</td>
<td>At Rest, K_o</td>
<td>0.47</td>
<td>59</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Active, K_a</td>
<td>0.31</td>
<td>39</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Passive, K_p</td>
<td>3.25</td>
<td>406</td>
</tr>
</tbody>
</table>

The earth pressure values are based on the assumption that no hydrostatic pressure from groundwater and/or surface infiltration are applied to the walls. Where infiltration of surface water may occur behind a retaining wall, an appropriate drainage system shall be incorporated into the design.

Excavated predominantly granular soils are suitable for use as below-grade wall and retaining wall backfill. However, excavated soils that contain elevated quantities of silt and clay should generally not be used as backfill within the reinforced zone of retaining walls because these soils will be sensitive to moisture-related compaction problems, and their inherently poor drainage characteristics typically result in hydrostatic pressures exerted on the back-face of walls. The maximum particle size in wall backfill materials should be limited to 3 inches, and the backfill should be free of deleterious matter and debris.

If the contractor is responsible for the design of temporary or permanent retaining structures, then the contract documents should clearly require that a competent registered engineer performs the design and that satisfactory earth support is solely the contractor’s responsibility. Furthermore, the contract documents should require the contractor to notify the engineer immediately if differing or unforeseen subsurface conditions are encountered during construction.

6.6 Reuse of On-Site Soils

The materials encountered within the boring depths consist predominantly of Fill Materials consisting of a mixture of brown, yellow and orange coarse to fine sand and coarse to fine gravels with varying amounts of silt and clay, with frequent to occasional fragments of brick, concrete, cinder, and wood. The thickness of this Fill Material layer varies along the project and extends to depths ranging from approximately 4 to 20 feet bgs. The in-place material may be used to raise site grades or as backfill around the foundation elements, but may be difficult to handle and place in a manner that will minimize post construction subsidence,
unless moisture conditions can be controlled. Wet materials due to inclement weather will be difficult to place and compact immediately since the materials, in general, will be moisture sensitive. The soils once exposed will need to be monitored for consistency.

6.7 Seismic Site Class

Based upon the test boring data collected and our experience with the regional geology, the site has a Site Class Definition of “D” as determined in accordance with 2015 International Building Code requirements. This classification was determined by utilizing the Standard Penetration Test (SPT) blow count data through the upper 30 feet of the subsurface profile. Medium compact conditions were assumed throughout the remainder of the soil profile to a depth of 100 feet. Liquefaction is not considered to be a concern for the project site.

6.8 Site Drainage and Surface Water Control

Adequate temporary and permanent control of surface water runoff will be required in order to allow site access, grading, and construction to proceed. Excavation, filling, subgrade and grade preparation should be performed in a manner and sequence that will provide drainage at all times as well as proper control of erosion. Surface water shall be pumped or drained to provide a suitable working platform. Any water accumulating in the open excavation shall be removed within 24 hours.

6.9 Existing Utilities

Any existing underground utilities should be located, and those utilities which are not reused should be removed and capped. The utility trenches that are in the influence zone of new construction are recommended to be backfilled with compacted structural fill or grout, as needed. Underground utilities, which are to be reused, should be evaluated by the structural engineer and utility backfill should be evaluated by the geotechnical engineer, to determine their suitability for support of the planned construction. If any existing utilities are to be preserved, grading operations must be carefully performed so as to not disturb or damage the existing utility.

6.10 Over-Excavation/Stabilization/Trenching

Construction during extended wet weather periods could create the need to over-excavate exposed soils if they become disturbed and cannot be re-compacted due to elevated moisture content and/or weather conditions. The need for over-excavation should be confirmed through continuous observation and testing by
the Geotechnical Engineer. Selective drying and re-compaction of unstable subgrades may be accomplished by scarifying or windrowing surficial material during extended periods of dry and warm weather. Otherwise, use of imported material or chemical subgrade stabilization methods such as cement, lime or fly ash could become necessary at additional cost. The need for subgrade over excavation and/or stabilization will be dependent, in part, on the subgrade protection effort exercised by the contractor. Similar subgrade stability problems may develop after completion of subgrade preparation due to weather and construction traffic effects, requiring stabilization prior to pavement construction. In accordance with the Occupational Safety and Health Administration (OSHA) requirements, all excavations should be properly sloped or otherwise structurally retained to provide stable and safe working conditions.

In areas where there is inadequate space to allow proper side slopes for trenches and other excavations, vertical walls with properly designed and installed bracing, or a combination of slopes and braced vertical walls may be used.

In areas where there is inadequate space to allow proper side slopes for trenches and other excavations, vertical walls with properly designed and installed bracing, or a combination of slopes and braced vertical walls may be used. Bracing systems for utility trenches may include portable trench boxes, sliding trench shields, or interlocking sheeting. In all cases, OSHA requirements must be followed and adequate protection provided for workers.

Construction traffic and excavated material stockpiles should be kept away from excavations by a minimum distance equal to the full depth of the excavation, unless the resulting surcharge loads are accounted for in the design of the lateral bracing system.

6.11 Dewatering

Groundwater levels encountered during construction may vary somewhat from those levels shown on the boring logs due to seasonal variations or climatic conditions. A dewatering plan should be submitted for approval prior to construction. It is further recommended that two piezometers be installed within the excavations with the screen sealed at the bottom of the excavation for a depth of 600 mm.

The dewatering specifications should be of the performance type requiring that the successful contractor provide an adequate dewatering system capable of maintaining the water table a minimum of 600 mm (2 feet) below the prevailing excavation bottom during the construction of the bridge abutment and wingwalls, as well as during backfilling operations.
7. CONSTRUCTION OBSERVATION AND TESTING

Regardless of the thoroughness of a geotechnical engineering exploration, there is always a possibility that conditions between the borings and below the depths explored may be different from those encountered in the borings, that conditions are not as anticipated by the designers, or that the construction process has altered the subsurface conditions. Therefore, geotechnical engineering construction observation should be performed under the supervision of a Geotechnical Engineer from Maser Consulting who is familiar with the intent of the recommendations presented herein. This observation is recommended to evaluate whether the conditions anticipated in the design actually exist or whether the recommendations presented herein should be modified where necessary. Maser Consulting should also provide observation and testing of compacted structural fill and backfill. Maser Consulting recommends that a representative from Maser Consulting be on-site on a full-time basis during the earthwork construction.

8. ADDITIONAL INVESTIGATION

It is recommended that the geotechnical engineer be consulted once the design is completed to assure that the available preliminary information is adequate for construction. However, if in the opinion of the geotechnical engineer an additional investigation is required, a proposal for further efforts will be submitted.

9. CLOSING

The conclusions and recommendations presented in this report are based, in part, on the explorations accomplished for this evaluation. The number, location, and depth of the explorations were completed within the constraints of budget and site access so as to yield the information to formulate the recommendations. It is recommended that we be provided the opportunity for general review of the project plans and specifications when they become available, in order to confirm that the recommendations and design considerations presented in this report have been properly interpreted and implemented into the project design package.

It is emphasized that this evaluation should not be made directly available to prospective bidders. We do; however, recommend that the test boring logs be a part of the specifications for the project along with a reference to the plan sheets that contain the test boring locations for informational purposes. Should the data not be adequate for the Contractor's purposes, the Contractor may make, prior to bidding, his own explorations, tests and analyses.
10. LIMITATIONS

This preliminary report has been prepared in accordance with generally accepted geotechnical design practices for specific application to this project. This report has been based on assumed conditions and characteristics of the proposed development where specific information was not available.

The conclusions and recommendations contained in this report are based upon the subsurface data obtained during this exploration and on details stated in this report. The validity of the projections, conclusions and recommendations contained in this report is necessarily limited by the scope of field investigation and by the number of borings that were performed. Further investigation may be required after completion of the design. However, during construction, should conditions arise which differ from those described in this report, Maser Consulting should be notified immediately and provided with all information when available regarding subsurface conditions.

The recommendations contained herein are based upon the assumption that the services of a qualified geotechnical engineer will be retained for the observation of stripping operations, proofrolling, structural fill placement, foundations installation and all critical earthwork operations.

The scope of this exploration was limited to the evaluation of the load-carrying capabilities and load stability of the subsurface soils. Oil, hazardous/contaminated waste, radioactivity, irritants, pollutants, radon or other dangerous substances and conditions were not the subject of this study. Their presence and/or absence are not implied, inferred or suggested by this report or results of this study.
LEGEND:

✿ TEST BORING LOCATION

NOTES:
1.) THIS DRAWING IS PART OF MASER'S REPORT (PROJECT NO. 15001784G DATED SEPTEMBER 2016 AND SHOULD ONLY BE USED IN CONJUNCTION WITH THE REPORT.
2.) EXPLORATION LOCATIONS ARE APPROXIMATE BASED UPON EXISTING SITE FEATURES AND BASE MAP INFORMATION AVAILABLE AT THE TIME OF OUR FIELD EXPLORATION.

EXPLORATION LOCATION PLAN

CHARLES POINT MULTI-USE WATERFRONT TRAIL
CHARLES POINT PIER PARK
CITY OF PEKESKILL
WESTCHESTER COUNTY, NEW YORK

TEST BORING LOCATION

1.) THIS DRAWING IS PART OF MASER'S REPORT (PROJECT NO. 15001784G DATED SEPTEMBER 2016 AND SHOULD ONLY BE USED IN CONJUNCTION WITH THE REPORT.
2.) EXPLORATION LOCATIONS ARE APPROXIMATE BASED UPON EXISTING SITE FEATURES AND BASE MAP INFORMATION AVAILABLE AT THE TIME OF OUR FIELD EXPLORATION.
APPENDIX A

TEST BORING LOGS
<table>
<thead>
<tr>
<th>DEPTH BELOW SURFACE (ft)</th>
<th>SAMPLE NUMBER</th>
<th>BOWS PER 6 INCHES</th>
<th>RECOVERY (ft)</th>
<th>PROFILE CHAGE DEPTH</th>
<th>IDENTIFICATION OF SOILS / REMARKS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>S-1</td>
<td>6 100/2</td>
<td>0</td>
<td></td>
<td>S-1: Dr. Brown cmf SAND, some Clayey Sil, some cmf Gravel, (Fill).</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>END OF TEST BORING AT 3.5 FEET.</td>
<td></td>
</tr>
</tbody>
</table>

- Auger could not be set due to boulder fill along embankment. 
- Auger refusal at 3.5' due to possible large boulder or outcrop.
IDENTIFICATION OF SOILS / REMARKS

S-1: Top 12": Brown Clayey SILT, some cmt Sand, (Topsoil), Bot 4": Gray c GRAVEL, occasional brick and cinder fragments, (Fill).


S-3: Same as S-2, Fill, (Wet).

S-4: Top 12": Same as S-2, Fill, (Wet), Bot 4": V. Dk. Gray Organic SILT & CLAY, trace f Sand, frequent fine roots, (Wet).

S-5: Gray Organic SILT & CLAY, trace(-) f Sand, occasional roots, (Wet).

S-6: Same as S-5, (Wet).

S-7: Same as S-6, occasional mf Sand seams and Clay and SILT layers.


S-9: Same as S-8, one m Gravel at bottom tip.


END OF TEST BORING AT 32.0 FEET.
### Groundwater Information
- **First Encountered**: NE 08/11/16
- **End of Drilling (0 hrs.)**: 
- **After Drilling (>24 hrs.)**: 

### Depth and Recovery

<table>
<thead>
<tr>
<th>Depth Below Surface (ft)</th>
<th>Sample Number</th>
<th>Bows Per 6 Inches</th>
<th>Recovery (in)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>S-1</td>
<td>4</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>9</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>S-2</td>
<td>12</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>7</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>S-3</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4</td>
<td>16</td>
</tr>
<tr>
<td></td>
<td>S-4</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1</td>
<td>16</td>
</tr>
<tr>
<td>10</td>
<td>S-5</td>
<td>2</td>
<td>3</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>S-6</td>
<td>8</td>
<td>10/10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3</td>
<td>12</td>
</tr>
<tr>
<td>20</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>40</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Elevation
- **Ground Elevation**: Appx. 15.0
- **Ground Water Elevation**: __

### Identification of Soils / Remarks
- **S-1**: Top 4": Gravel, gravel fragments, (Fill)
- **S-2**: 4": Brown clay, some Clayey Silt, little silt, (Fill)
- **S-3**: No Recovery
- **S-4**: No Recovery
- **S-5**: 4"-8": Gray/sandy sand, some Clayey Silt, mottled gravel, occasional fabric inclusions
- **S-6**: Red/Brown silt, trace gravel, trace sand, (Moist)

**Auger Refusal at 11.5 Feet.**

### Visual Identification of Soils

**Component** | **Proportions** | **% Range (by weight)** | **Clayey Soils** | **Terminology for Stratified Soils**
--- | --- | --- | --- | ---
Principal | **Coarse** | 50 or more | Clayey SILT | **Blasting**
Minor | **Fine** | 35 to 50 | CLAY & SILT | **Scour**
and | 20 to 35 | CLAY | **Layer**
little | 10 to 20 | LIGHT CLAY | **Occasional**
trace | 1 to 10 | V-LIGHT CLAY | **Frequent**

---

**Location**: SEE PLAN

**Date Started**: 08/11/2016

**Date Finished**: 08/11/2016

**Contractor**: Saffi
tech, Inc.

**Driller**: William Kirchhoff

**Drilling Equipment**: CME 55 ATV

**Method**: HSA x, Mud Rotary, Automatic

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**Notes**:

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**Project Number**: 150017846

**Project Name**: Charles Point Multi-Use

**Address**: John Walsh Blvd, Peekskill, Westchester County, New York

**Offset**: ___
| BORING NO. | TB-5 |
| LOCATION | SEE PLAN |
| DATE STARTED | 08/11/2016 |
| DATE FINISHED | 08/11/2016 |
| GROUNDWATER DEPTH (ft.) | DATE | 15.0 | 08/11/16 |

<table>
<thead>
<tr>
<th>DEPTH BELOW SURFACE (ft)</th>
<th>SAMPLE NUMBER</th>
<th>BLOW PER 6 INCHES</th>
<th>RECOVERY (ft)</th>
<th>profile change</th>
<th>ELEV</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>S-1</td>
<td>4</td>
<td>9</td>
<td>10</td>
<td>18</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0'-2'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>S-2</td>
<td>23</td>
<td>19</td>
<td>11</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2'-4'</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>S-3</td>
<td>11</td>
<td>12</td>
<td>20</td>
<td>17</td>
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<tr>
<td></td>
<td></td>
<td>4'-6'</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>S-4</td>
<td>18</td>
<td>22</td>
<td>14</td>
<td>13</td>
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<tr>
<td></td>
<td></td>
<td>6'-8'</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>S-5</td>
<td>21</td>
<td>100/4'</td>
<td>0</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>8'-8.8'</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>S-6</td>
<td>11</td>
<td>10</td>
<td>6</td>
<td>10</td>
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<tr>
<td></td>
<td></td>
<td>10-12</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td>S-7</td>
<td>8</td>
<td>10</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td></td>
<td>15'-17</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>S-8</td>
<td>46</td>
<td>100/6'</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>20'-20.9</td>
<td></td>
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</tr>
</tbody>
</table>

IDENTIFICATION OF SOILS / REMARKS

S-2: Brown/Orange Clayey SILT, and cmf SAND, little cmf Gravel, one concrete fragment, (Fill).
S-3: Same as S-2, (Fill).
S-4: Top 4": Same as S-2, (Fill). Bot 2": Orange/Brown cmf SAND, little Clayey Silt, little(-) mf Gravel, (Moist).
S-5: No Recovery.
S-6: No Recovery.
S-7: Di Brown cmf GRAVEL, little mf Sand, trace Silt, occasional brick and cinder, wet, (Fill).
S-8: Rock fragments.

AUGER REFUSAL AT 21.0 FEET.

Components, Proportions, % Range (by weight):

<table>
<thead>
<tr>
<th>COMPONENT</th>
<th>Proportions</th>
<th>% Range (by weight)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>---</td>
<td>50 or more</td>
</tr>
<tr>
<td>Minor</td>
<td>---</td>
<td>35 to 50</td>
</tr>
<tr>
<td>Some</td>
<td>20 to 35</td>
<td></td>
</tr>
<tr>
<td>Little</td>
<td>10 to 20</td>
<td></td>
</tr>
<tr>
<td>Trace</td>
<td>1 to 10</td>
<td></td>
</tr>
</tbody>
</table>

Clayey Soils:

- Clayey SILT slight PL.
- SILT & CLAY low PL.
- CLAY & SILT medium PL.
- Silty CLAY high PL.
- CLAY very high PL.

TERMUNOLOGY for STRATIFIED SOILS

<table>
<thead>
<tr>
<th>Component</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dilatancy</td>
<td>0 to 1/16&quot; Thickness</td>
</tr>
<tr>
<td>Soakage</td>
<td>1/16&quot; to 1/2&quot; Thickness</td>
</tr>
<tr>
<td>Layer</td>
<td>1/2&quot; to 12&quot; Thickness</td>
</tr>
<tr>
<td>Occasional</td>
<td>one or less per foot of thickness</td>
</tr>
<tr>
<td>Frequent</td>
<td>more than one per foot of thickness</td>
</tr>
</tbody>
</table>
CONTRACTOR: Soils Testing, Inc.
DRILLER: William Kirkborder

GROUNDDWATER:
DEPTH (ft.) DATE
First Encountered 15.0' 08/10/16
End of Drilling (0 hrs.)
After Drilling (>24 hrs.)

IDENTIFICATION OF SOILS / REMARKS

S-1: Dr. Brown/Red colm GRAVEL, little m/f Sand, little(-) Clayey Silt, frequent brick and cinder, (Fill).
S-2: Yellow/Brown colm SAND, some(-) Silt, trace f Gravel, (Engineered Fill).
S-3: Dr. Brown colm GRAVEL, frequent brick and cinder fragments, (Fill).
S-4: Same as S-3, wet, (Fill).
S-5: Same as S-3, occasional wood, Wet, (Fill).
S-6: Same as S-3, occasional wood, Wet, (Fill).
S-8: Same as S-7, (Moist).
S-9: Same as S-7, (Moist).
S-10: Dr. Green/Gray colm SAND, some Clayey Silt, some(-) cmf Gravel, (Wet).

END OF TEST BORING AT 32.0 FEET.

NOTES: 2.5" Asphalt pavement.
<table>
<thead>
<tr>
<th>DEPTH BELOW SURFACE (ft)</th>
<th>SAMPLE NUMBER</th>
<th>BOWS PER 6 INCHES</th>
<th>RECOVERY (m)</th>
<th>PROFILE CHANGE</th>
<th>ELEV.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>S-1</td>
<td>10</td>
<td>7</td>
<td>.30 100%</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>S-2</td>
<td>5</td>
<td>5</td>
<td>5</td>
<td>8</td>
</tr>
<tr>
<td></td>
<td>S-3</td>
<td>4</td>
<td>20</td>
<td>15</td>
<td>11</td>
</tr>
<tr>
<td></td>
<td>S-4</td>
<td>5</td>
<td>27</td>
<td>17</td>
<td>8</td>
</tr>
</tbody>
</table>

- Buried concrete footing.

S-1: Brown/Gray cement Gravel, little wet Sand, little Clayey Silt, frequent brick and concrete fragments, (Fill).

S-2: Same as S-1, moist, (Fill).

S-3: Top 3': Same as S-2, wet, (Fill). Bot 8': Orange/Brown cement Gravel, little cement Sand, little Clayey Silt, wet, (Fill).

S-4: Same as S-3 bottom, wet, (Fill). Possible large boulder at bottom.

END OF TEST BORING AT 10.0 FEET.

- V. slow drilling, very little advancement.

**VISUAL IDENTIFICATION OF SOILS (BURGESS CLASSIFICATION SYSTEM)**

<table>
<thead>
<tr>
<th>Component</th>
<th>Proportions</th>
<th>% Range (by weight)</th>
<th>Clayey Soils</th>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>---</td>
<td>50 or more</td>
<td>Clayey SILT</td>
<td>edge</td>
<td>0 to 1/16&quot; thickness</td>
</tr>
<tr>
<td>Minor</td>
<td></td>
<td>35 to 50</td>
<td>Silt &amp; CLAY</td>
<td>seam</td>
<td>1/16&quot; to 1/2&quot; thickness</td>
</tr>
<tr>
<td></td>
<td></td>
<td>20 to 35</td>
<td>low PL</td>
<td>layer</td>
<td>1/2&quot; to 12&quot; thickness</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 to 20</td>
<td>CLAY &amp; SILT</td>
<td>occasional</td>
<td>one or less per foot of thickness</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1 to 10</td>
<td>CH &amp; HU</td>
<td>frequent</td>
<td>more than one per foot of thickness</td>
</tr>
<tr>
<td></td>
<td></td>
<td>0 or trace</td>
<td>CLAY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION L,
APPENDIX 3

LIGHT FIXTURES
Description of Components:

Guard: In a round shape, this guard is made of 6063-T5 aluminum 1/2" (13mm) rods and is mechanically assembled to the access-mechanism.

Skirt: Spun 1100-0 aluminum, mechanically assembled on the luminaire.

Housing: In a round shape, this housing is made of cast 356 aluminum, c/w a watertight grommet, mechanically assembled to the bracket with four bolts 3/8-16 UNC. This suspension system permits for a full rotation of the luminaire in 90 degree increments.

Access-Mechanism: Rotomatic, die-cast A360 aluminum quarter-turn mechanism with constant-pressure spring-loaded points. The mechanism shall offer toolfree access to the inside of the luminaire. An embedded memory-retentive gasket shall ensure weatherproofing. A red key on the unit shall indicate point of engagement.

Light Engine: EcoSwap Rotomatic toolfree system composed of 4 main components: LED lamp / Optical System / Heat Sink / Driver
Electrical components are RoHS compliant.

Globe: (PC-C), Made of one-piece seamless injected-moulded clear polycarbonate. The globe is assembled on the access-mechanism.

Lamp: (Included), Lamp type Philips Lumileds Luxeon R. Composed of 42 high-performance white LEDs, 65w lamp wattage. Color temperature of 4000 Kelvin nominal, 70 CRI. Operating lifespan based on TM21 extrapolation to get results after which 50% of LEDs still emits over 70% (L70) of its original lumen output. Use of metal core board insures greater heat transfer and longer lifespan of the light engine.
Optical System: (RLE3), IES type III (asymmetrical). Composed of high-performance acrylic refractor lenses to achieve optimized distribution and get maximum spacing. Target lumen will create a perfect lighting uniformity. Performance shall be tested per LM63, LM79 and TM15 (IESNA) certifying its photometric performance. Painted color grey.

Heat Sink: Made of extruded aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

Driver: High power factor of 90%. Electronic driver, operating range 50/60 Hz. Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class II, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 130F(55C) degrees. Certified in compliance to cULus requirement. Dry and damp location. Assembled on a unitized removable tray with Tyco quick disconnect plug resisting to 221F(105C) degrees.

The current supplying the LEDs will be reduced by the driver if the internal driver temperature exceeds 185F(85C), as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction.

Surge Protector: LED Driver 3 poles 10KV surge Protectors that protect Line-Ground, Line-Neutral, and Neutral-Ground in accordance with IEEE / ANSI C62.41.2 guidelines.
Description of Components:

**Arm:** Shall be made from bent 6061-T6 aluminum tubing, 2 3/8" (60mm) outside diameter, welded.

**Decorative Element:** Tubing made of aluminum 6061-T6, 1"(25mm) outside diameter, welded.

**Adaptor:** Made of aluminum tubing 6061-T6, mechanically fastened.
Description of Components:

**Pole Shaft:** Shall be made from a 4" (102mm) round high tensile carbon steel tubing, having a 0.125" (3.2mm) wall thickness, welded to the pole base.

**Joint Cover:** Two-piece round joint cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

**Pole Base:** Shall be made from a 6 5/8" (168mm) round high tensile carbon steel tubing base having a 0.180" (4.6mm) wall thickness, welded to both the bottom and top of the anchor plate.

**Maintenance Opening:** The pole shall have a 4 1/2" x 10" (114mm x 254mm) maintenance opening centered 21" (533mm) from the bottom of the anchor plate, complete with a weatherproof embossed aluminum cover and a copper ground lug.

**Base Cover:** Two piece round base cover made from cast 356 aluminum, mechanically fastened with stainless steel screws.

**Pole Options:** (CAP1) Pole Cap

**Note:** A tenon will be provided when the luminaire or bracket does not fit directly on pole shaft. Tenon not shown on the drawing.

**IMPORTANT:** Philips Lumec strongly recommends the installation of the complete lighting assembly with all of its accessories upon the anchoring of the pole. This will ensure that the structural integrity of the product is maintained throughout its lifetime.
Specification

Description of Components:

**Wiring:** Gauge (#14) TEW/AWM 1015 or 1230 wires, 6” (152mm) minimum exceeding top of pole.

**Hardware:** All exposed screws shall be stainless steel with Ceramic primer-seal basecoat to reduce seizing of the parts. All seals and sealing devices are made and/or lined with EPDM and/or silicone.

**Finish:** Color to be **black textured RAL9005TX (BKTX)** and in accordance with the AAMA 2603 standard. Application of a polyester powdercoat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D 2244 standard, as well as luster retention in keeping with the ASTM D 523 standard and humidity proof in accordance with the ASTM-D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM-B117 standard.

**Note:** **IMPORTANT: All missing details must be clearly specified on the return of these approval drawings. Thank you for your cooperation.**

VOLTAGE:_______

**LED products manufacturing standard:** The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

**Quality Control:** The manufacturer must provide a written confirmation of its ISO 9001-2008 and ISO 14001-2004 International Quality Standards Certification.

**Mechanical resistance:** In order to ensure the mechanical resistance of the poles, the reflected area should be calculated according to AASHTO standards and resists to a wind of 140 km/hr.

**Web site information details:** Click on any specific information details you need:

- Paint finish
- Warranties
- ISO 9001-2008 Certification
- ISO 14001-2004 Certification
- cULus Certification
- CSA Pole Certification
## Lamp technical information for Candela 1

LED = Philips Lumileds Luxeon R, CRI = 70, CCT = 4000K (+/- 350K)

**LED rated life = 70,000 hrs** 1 - **Driver rated life = 100,000 hrs**

<table>
<thead>
<tr>
<th>Lamp</th>
<th>Typical delivered lumens ²</th>
<th>Typical lamp wattage (W)</th>
<th>Typical system wattage ³ (W)</th>
<th>Typical current @ 120 V (A)</th>
<th>Typical current @ 240 V (A)</th>
<th>Typical current @ 277 V (A)</th>
<th>LED current (mA)</th>
<th>HPS equivalent ⁴</th>
<th>Lumen efficacy rating (Lm/W)</th>
</tr>
</thead>
<tbody>
<tr>
<td>40W42LED4K-R</td>
<td>4093</td>
<td>40</td>
<td>45</td>
<td>0.48</td>
<td>0.24</td>
<td>0.22</td>
<td>333</td>
<td>70</td>
<td>91</td>
</tr>
<tr>
<td>65W42LED4K-R</td>
<td>6020</td>
<td>65</td>
<td>70</td>
<td>0.72</td>
<td>0.36</td>
<td>0.32</td>
<td>500</td>
<td>100</td>
<td>86</td>
</tr>
</tbody>
</table>

1. L70 = 70,000 hrs (at ambient temperature = 25°C and forward current = 500 mA)
2. May vary depending on the optical distribution used. Data provided are for the module alone, outside of a fixture.
3. System wattage includes the lamp and the LED driver.
4. Equivalence should always be confirmed by a photometric layout.

**Note**: Due to rapid and continuous advances in LED technology, LED luminaire data is subject to change without notice and at the discretion of Philips.
Description of Components:

**Hood:** Shall be made from cast aluminum 356, mechanically assembled.

**Heat Sink:** Made of cast aluminum optimising the LEDs efficiency and life. Product does not use any cooling device with moving parts (only passive cooling device).

**Lens:** Clear acrylic cylindrical lens, c/w a Partially Obscure Non Diffusing finish.

**Lamp:** Included, Composed of 16 high-performance white LEDs, 30w lamp wattage. Color temperature of 4000 Kelvin nominal, 70 CRI. Operating lifespan, 70 000 hours after which the system emits 70% of its original lumen output, all of those parameters are tested for 100% of light engines. Use of a metal core board ensures greater heat transfer and longer lifespan of the light engine.

**LED Module:** Composed of 16 high-performance white LEDs. Color temperature as per ANSI/NEMA bin Neutral White, 4000 Kelvin nominal (3985K +/- 275K or 3710K to 4260K), CRI 70 Min. 75 Typical.

**Optical System:** A spun 1100-0 aluminum reflector, white painted, assembled into the head.

**Housing:** In a round shape, this housing is made of cast aluminum 356, c/w one louver, welded to the base.

**Driver:** High power factor of minimum 90%. Electronic driver, operating range 50/60 Hz. Auto-adjusting to a voltage between 120 and 277 volt AC rated for both application line to line or line to neutral, Class II, THD of 20% max. Maximum ambient operating temperature from -40F(-40C) to 122F(50C) degrees.

The current supplying the LEDs will be reduced by the driver if the driver experiences internal overheating as a protection to the LEDs and the electrical components. Output is protected from short circuits, voltage overload and current overload. Automatic recovery after correction. Standard built-in driver surge protection of 2.5kV (min).
Surge Protector: Surge protector tested in accordance with ANSI/IEEE C62.45 per ANSI/IEEE C62.41.2 Scenario I Category C High Exposure 10kV/10kA waveforms for Line-Ground, Line-Neutral and Neutral-Ground, and in accordance with U.S. DOE (Department of Energy) MSSLC (Municipal Solid-State Street Lighting Consortium) model specification for LED roadway luminaires electrical immunity requirements for High Test Level 10kV / 10kA.

Access-Mechanism: Four screws integrated on the housing offers access to the inside of the bollard.

Base: Made of aluminum, 5” (127mm) outside diameter, welded to the base cover.

Base Cover: Made of cast aluminum 356, mechanically secured to the anchor plate.
Description of Components:

**Hardware:** All exposed screws shall be complete with Ceramic primer-seal basecoat to reduce seizing of the parts and offers a high resistance to corrosion. All seals and sealing devices are made and/or lined with EPDM and/or silicone and/or rubber.

**Finish:** Color to be **black textured RAL9005TX (BKTX)** and in accordance with the AAMA 2603 standard. Application of polyester powder coat paint (4 mils/100 microns) with ± 1 mils/24 microns of tolerance. The Thermosetting resins provides a discoloration resistant finish in accordance with the ASTM D2244 standard, as well as luster retention in keeping with the ASTM D523 standard and humidity proof in accordance with the ASTM D2247 standard.

The surface treatment achieves a minimum of 2000 hours for salt spray resistant finish in accordance with testing performed and per ASTM B117 standard.

**Note:** **IMPORTANT: All missing details must be clearly specified on the return of these approval drawings. Thank you for your cooperation.**

**VOLTAGE:**

**LED products manufacturing standard:** The electronic components sensitive to electrostatic discharge (ESD) such as light emitting diodes (LEDs) are assembled in compliance with IEC61340-5-1 and ANSI/ESD S20.20 standards so as to eliminate ESD events that could decrease the useful life of the product.

**Quality Control:** The manufacturer must provide a written confirmation of its ISO 9001-2008 and ISO 14001-2004 International Quality Standards Certification.

**Web site information details:** Click on any specific information details you need:

**MILLENIUM™ ROUND**

**MR17 SERIES – DEEP PROFILE HOUSING**

**PRODUCT FEATURES:**
- Surface mount – ceiling (via MR17ED) or wall mount;
- 18” Dia. x 9” D
- Peace of Mind Guarantee® against breakage
- Dust and water protected to IP65 standards

**SPECIFICATIONS:**

**HOUSING:** Marine grade die-cast aluminum, Rib reinforced construction, Integral heat sinks, Housing flange interlocks and wraps around lens base producing maximum moisture deflection and resistance to prying. Housing provided with four-point mounting holes, one widebay hole and temporary function box mounting drill points. Standard matte black, dark bronze or matte white exterior TGE; polyester powder coat.—5-hour pre-treatment. See Ordering Information for optional finishes.

**REFLECTOR:** Full reflector cover – 91% reflectivity.

**LENS:** UV-stabilized, high impact resistant, virgin injection molded polycarbonate. High efficiency bichromated fluted lens maximizes uniformity. Close tolerance push/turn/lock-in-place mating of injection molded lens and lens base. Lens and lens base secured with one corner captive Torx® with center pin fastener.

**LENS BASE/GLASS:** High impact resistant, injection molded matte black, dark bronze or matte white polycarbonate, Optional Light Gray, Silver, Forest Green or Custom Color (see Ordering Information below) chemically bonded, impact resistant finishes.

**GASKETING:** Die-cut, closed cell neoprene self adhesive gasket seals housing to mounting surface. Closed cell silicone “O” ring gaskets positioned and friction secured in gasket channels of lens base and housing.

**HARDWARE:** One stainless steel Torx® with center pin fastener.

**ELECTRICAL:** Available in 3500K, 4000K, and 5000K color temperatures, 80 CRI, 120-277VAC, 50/60Hz electrical input with high power factor electronic, constant-current driver (>80 PF). Standard 0-10V dimming with 1-100% range, maximum driver source of 200 µA. Optional embedded microwave motion sensor (MS) has factory default settings of 20 minute time out, dims down to 10%.

**PHOTOMETRICS:** Photometry tested to the IESNA LM-79-08 standard by an ILAC/D01/305 accredited laboratory. For additional photometric information, go to www.kenall.com.

**WARRANTY:** One (1) year warranty against defects in materials and workmanship. Five (5) year warranty on LED lamp and driver for defects resulting in a fixture lumen depreciation of 30% or greater.

**LISTINGS:** Luminaire is certified to UL Standards by either Underwriters' Laboratory or Intertek Testing Laboratory for Wet Location (Testing includes Emergency Battery Pack "EEL" option). UL certified IP65 per IEC 60598.

**ORDERING INFORMATION (Ex: MR17ED-PP-MB-25L50K-DV)**

<table>
<thead>
<tr>
<th>Model</th>
<th>Lens Type</th>
<th>Finish</th>
<th>Lamp Type</th>
<th>Voltage Options</th>
<th>Accessory</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR17CD</td>
<td>PP</td>
<td>MB</td>
<td>50L40K</td>
<td></td>
<td></td>
</tr>
<tr>
<td>MR17BD</td>
<td>Bar</td>
<td>DB</td>
<td>Dark Bronze</td>
<td>120 120 Volts</td>
<td>9500 Torx® Screwdriver</td>
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<tr>
<td>MR17CD</td>
<td>Cross</td>
<td>MB</td>
<td>Matte Black</td>
<td>277 277 Volts</td>
<td></td>
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<tr>
<td>MR17ED</td>
<td>Evesd</td>
<td>MW</td>
<td>Matte White</td>
<td>347 347 Volts</td>
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<tr>
<td>MR17FD</td>
<td>Full Face</td>
<td>LG</td>
<td>Light Gray</td>
<td>120-277 Volts</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SL</td>
<td>Silver</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>FG</td>
<td>Forest Green</td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>CC</td>
<td>Custom Color (Consult factory)</td>
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</tbody>
</table>
# MILLENNIUM™ ROUND

## MR17 SERIES – DEEP PROFILE HOUSING

### PERFORMANCE

<table>
<thead>
<tr>
<th>Model</th>
<th>Lamp Type</th>
<th>@ 25°C (lm)</th>
<th>Efficacy (lm/W)</th>
<th>Input Power (W)</th>
<th>Drive Current (mA)</th>
<th>Est. Life (hrs)</th>
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<tr>
<td>MR17TD</td>
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<td>108</td>
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<td>75</td>
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<tr>
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<td>4,554</td>
<td>81</td>
<td>57</td>
<td>117</td>
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</tr>
</tbody>
</table>

Info subject to change. Visit www.kenall.com for ES files and additional information.
SECTION L,
APPENDIX 4

MODULAR SELF-CONTAINED FLUSH
RESTROOM BUILDING
### PLANS AND APPROVALS

| Engineering | For all structure above the vault, including the floor |
| Drafting    | Complete set of stamped plans except for the vault   |
| State tags  | YES                                                  |
| Factory inspections | YES                                                |

### ARCHITECTURAL ELEMENTS FOR FRAMED SALISH

#### QUANTITY (L.S.)

<table>
<thead>
<tr>
<th>Material</th>
<th>Specifications</th>
</tr>
</thead>
<tbody>
<tr>
<td>Concrete Floor</td>
<td>2500 psi min. surface sealer &amp; admix.</td>
</tr>
<tr>
<td>Floor finish</td>
<td>Broom finish</td>
</tr>
<tr>
<td>Manhole cover</td>
<td>Virtual Polymer VPC-2000 26” D. with hinged lid with integral gasket</td>
</tr>
<tr>
<td>Wall framing</td>
<td>2x4</td>
</tr>
<tr>
<td>Rafters</td>
<td>2x6</td>
</tr>
<tr>
<td>Energy code</td>
<td>Yes</td>
</tr>
<tr>
<td>Siding</td>
<td>LP Smart Panel</td>
</tr>
<tr>
<td>Siding at gables</td>
<td>Hardie board Cedar Mill pattern</td>
</tr>
<tr>
<td>Soffit</td>
<td>Hardie board Cedar Mill pattern</td>
</tr>
<tr>
<td>Fascia</td>
<td>1x</td>
</tr>
<tr>
<td>Roofing</td>
<td>Metal Sales Image II or Taylor Roofing Metal standing rib</td>
</tr>
<tr>
<td>Interior cabin walls</td>
<td>FRP covered plywood</td>
</tr>
<tr>
<td>Mech. Room walls</td>
<td>Painted plywood</td>
</tr>
<tr>
<td>Int. cabin gable walls</td>
<td>Hardie board Cedar Mill pattern</td>
</tr>
<tr>
<td>Angled wall at urinal</td>
<td>48” high with stainless cap FRP</td>
</tr>
<tr>
<td>Cove base</td>
<td>4” or 6” vinyl</td>
</tr>
<tr>
<td>Interior ceilings</td>
<td>Hardie board Cedar Mill pattern</td>
</tr>
<tr>
<td>2 Windows</td>
<td>16” x 32”, awning, fiberglass frame with removable/retractable handles</td>
</tr>
<tr>
<td>3 Doors</td>
<td>18 gage HM</td>
</tr>
<tr>
<td>Frames</td>
<td>16 gage HM</td>
</tr>
<tr>
<td>2 sets</td>
<td>Plain corners</td>
</tr>
<tr>
<td>2 TP Holder</td>
<td>Royce Rolls TP2</td>
</tr>
<tr>
<td>1 Baby Changing Station</td>
<td>Kuala Care KB101</td>
</tr>
<tr>
<td>2 Signs</td>
<td>per code &quot;Restroom&quot;</td>
</tr>
<tr>
<td>2 Coat hook/door stop</td>
<td>Bobrick B-212</td>
</tr>
</tbody>
</table>

### HW Group 1C

- Single occupant cabin with occup. indicator
  - Push/pull plate
  - Throw bolt with occ. Ind.
  - Schlage L9456L
  - LCN 4040XP
  - Door closer
  - SS-BBH-NRP
  - Hinges
  - Pemco
  - Threshold
  - Tice
  - Kickplate (push side)
  - 10 x 34
  - Door sweep
  - Pemco

### HW Group 2

- Mechanical Room
  - Storeroom lock
  - Schlage ND80PD
  - Hinges
  - SS-BBH-NRP
  - Threshold
  - Pemco
  - 12” x 24” door louver
  - operable louver
  - Door sweep
  - Pemco
  - 12” x 24” door louver with operable louver
  - Check chain
### PLUMBING PACKAGE C: SITE WATER AVAILABLE

<table>
<thead>
<tr>
<th>QUANT.</th>
<th>Item</th>
<th>Model/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Toilet</td>
<td>Microphor LF319E</td>
</tr>
<tr>
<td></td>
<td></td>
<td>White powder coating</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Green Flush provided</td>
</tr>
<tr>
<td>2</td>
<td>Urinal</td>
<td>Sloan WES 4000</td>
</tr>
<tr>
<td>2</td>
<td>Lavatory</td>
<td>PROFLO 19 x 17</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PR5411</td>
</tr>
<tr>
<td>2</td>
<td>Metering faucet</td>
<td>Moen 8884</td>
</tr>
<tr>
<td>1</td>
<td>Hose bib</td>
<td>Woodford 24PC</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Removable operator handle</td>
</tr>
<tr>
<td>2</td>
<td>Floor drain</td>
<td>Zurn 415B</td>
</tr>
<tr>
<td>2</td>
<td>Trap seal</td>
<td>JR Smith Quad Seal 2692-02</td>
</tr>
<tr>
<td>1</td>
<td>Float to disconnect toilets</td>
<td>Conery Single pole, double throw with weight on cord</td>
</tr>
<tr>
<td>LS</td>
<td>Waterlines</td>
<td>Aquapex</td>
</tr>
<tr>
<td>2</td>
<td>Sink trap guards</td>
<td></td>
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<tr>
<td>2</td>
<td>Toilet seal</td>
<td>Wax</td>
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### ELECTRICAL PACKAGE D: 120VAC SYSTEM WITH MICROPHOR TOILETS

<table>
<thead>
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<th>Model/Description</th>
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<tbody>
<tr>
<td>1</td>
<td>Electrical panel</td>
<td>Square D 100 amp</td>
</tr>
<tr>
<td>1</td>
<td>Rectifier</td>
<td>WFCO 45 amp, WF-9845</td>
</tr>
<tr>
<td>1</td>
<td>4 gang outlet</td>
<td>In mechanical room</td>
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</table>

<table>
<thead>
<tr>
<th>OPTIONS</th>
<th>Item</th>
<th>Model/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>Texting alarm</td>
<td>Pit Boss Cellular Alarm Include 2 floats with lead wts.</td>
</tr>
<tr>
<td>3</td>
<td>Heating panels</td>
<td>Radiant Systems cove heaters C-4512 Place as high as possible on gable wall</td>
</tr>
<tr>
<td>3</td>
<td>Program. Thermostat</td>
<td>Honeywell P-8001</td>
</tr>
<tr>
<td>3</td>
<td>120 VAC LED Int. lights</td>
<td>RAB WPTLED25N/D10/PC2 25 Watt</td>
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<tr>
<td>2</td>
<td>120 VAC LED Ext. lights</td>
<td>RAB WPTLED25N/D10/PC2 25 Watt</td>
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<tr>
<td>2</td>
<td>Hand Dryer</td>
<td>World Dryer SLIMdri L-974</td>
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WASTE WATER CAP. = 1,700 GAL.

FLOOR PLAN

ACCESS, UNISEX
SINK
CHANGING STA.
URINAL
TOILET

UNISEX
SINK
TOILET
URINAL

HATCH
MECH. RM.

FINISH
GRADE

PEEKSILL N.Y. "SALISH"
DOUBLE UNISEX

www.greenflushrestrooms.com
SECTION L,
APPENDIX 5

PERMITS
Regulatory Branch

SUBJECT: Permit Application Number NAN-2017-00467-WPI by City of Peekskill

City of Peekskill
C/o Richard Leins
840 Main Street
Peekskill, New York 10566

Dear Mr. Leins:

On November 22, 2016, the New York District, U.S. Army Corps of Engineers (Corps), received a request for Department of the Army authorization for The Charles Trail in the Hudson River watershed, in the City of Peekskill, Westchester County, New York.

Our review indicates that since the proposed work does not appear to include dredging or construction activities in or over any navigable waters of the United States, the placement of any dredged or fill material in any waters of the United States (including coastal or inland wetlands) or the accomplishment of any work affecting the course, location, condition or capacity of such areas, a Department of the Army permit, in accordance with 33 CFR 320-330, will not be required provided the proposed work is executed in accordance with the referenced material.

Care should be taken so that any fill or construction materials, including debris, do not enter the waterway to become a drift or pollution hazard. A No Permit Required determination by the Corps:

- Does not obviate the requirement to obtain any other Federal, State, or local permits which may be necessary for your project;

- Does not constitute a federal evaluation of possible impacts to species protected under the Endangered Species Act. Projects that have the potential to impact federally listed species should contact the (U.S. Fish and Wildlife Service/NOAA Fisheries Service); and,

- Does not constitute a federal evaluation of possible impacts to historic resources protected under Section 106 of the Natural Historic Preservation Act. Projects that have the potential to impact historic sites should contact the State Historic Preservation Officer in (New York/New Jersey).

If any questions should arise concerning this matter, please contact Katherine Pijanowski, of my staff, at (917) 790-8520.

Sincerely,

[Signature]

Rosita Miranda
Chief, Western Section

Enclosures

cc: NYSDEC - Region 3
City of Peekskill
Daphne Galvin
December 7, 2016

Richard Leins, Acting City Manager
City of Peekskill
840 Main Street
Peekskill, New York 10566-2016

DEC PERMIT NO.: 3-5512-00163/00001 Protection of Waters/WQC
PROJECT: Charles Point Park Waterfront Trail Along Shore of Hudson River
LOCATION: City of Peekskill, Westchester County

Notice of Administrative Correction

Dear Permittee:

You recently received the above Protection of Waters permit from this Department. In reviewing the issued permit, we have determined that a minor administrative error was made with regard to the SEQR review conducted for this Type I action. Specifically, the error occurs on page 6 of 6 of the permit issued November 16, 2016, under the heading Notification of Other Permittee Obligations, Item E. The following information accurately reflects status of the SEQR review and should be noted in your files:

**Item E: SEQR Type I Action, No Significant Impact**

Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as a Type I action with the Village of Peekskill Common Council designated as the lead agency. It has been determined that the project will not have a significant effect on the environment.

Please attach this Notice of Administrative Correction to the permit issued November 16, 2016 (copy attached). All other terms and conditions remain as written in the permit issued to the City of Peekskill.

We apologize for any inconvenience caused by this circumstance. If you have any questions regarding this Notice or the issued permit, please contact Janet Swentusky at (845) 256-3162. Thank you.

Very truly yours,

Scott Ballard
Deputy Regional Permit Administrator
Region 3
Attachment: Copy of DEC Permit No. 3-5512-00163/00001 (8 pages)

ecc: paul@nycoenv.com
     ifriedman@cityofpeekskill.com
     H. Gierloff
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-5512-00163

PERMIT
Under the Environmental Conservation Law (ECL)

Permittee and Facility Information

Permit Issued To: CITY OF PEEKSKILL
Facility: CHARLES POINT PARK WATERFRONT TRAIL
840 MAIN ST
CHARLES POINT PIER PARK TO LENTS COVE PARK
PEEKSKILL, NY 10566-2016
(914) 734-4246

Facility Location: in PEEKSKILL in WESTCHESTER COUNTY Village: Peekskill
Facility Principal Reference Point: NYTM-E: 588.628 NYTM-N: 4569.697
Latitude: 41°16'25.8" Longitude: 73°56'30.5"
Project Location: Charles Point Park - on the eastern shore of the Hudson River (Class B)
Authorized Activity: Construct an approximately 270 linear foot extension of an existing waterfront trail along the eastern shoreline of the Hudson River (Class B) in accordance with the plans referenced in Natural Resources Permit Condition No. 1 and as conditioned in this permit.

Permit Authorizations

Excavation & Fill in Navigable Waters - Under Article 15, Title 5
Permit ID 3-5512-00163/00001
New Permit Effective Date: 11/18/2016 Expiration Date: 12/31/2023

Water Quality Certification - Under Section 401 - Clean Water Act
Permit ID 3-5512-00163/00002
New Permit Effective Date: 11/18/2016 Expiration Date: 12/31/2023

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: SCOTT BALLARD, Deputy Regional Permit Administrator
Address: NYSDEC Region 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY 12561

Authorized Signature: [Signature] Date 11/16/16

Page 1 of 6
NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION
Facility DEC ID 3-5512-00163

Distribution List

HEATHER GIERLOFF
paul@nycoenv.com
jfriedman@cityofpeekskill.com

Permit Components

NATURAL RESOURCE PERMIT CONDITIONS

WATER QUALITY CERTIFICATION SPECIFIC CONDITION

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

Permit Attachments

Permit Sign

NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: EXCAVATION & FILL IN NAVIGABLE WATERS; WATER QUALITY CERTIFICATION

1. 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 PSG Engineering, DPC, titled 'Permitting Plans Charles Point Multi-use Trail City, of Peekskill, Westchester County, NY" dated 8/31/16, Pages 1-6.

2. Notify DEC Permittee must notify Heather Gierloff 24 to 48 hours prior to commencing work at heather.gierloff@dec.ny.gov.

3. Install Erosion Controls Before any soil is disturbed on the subject site, the permittee shall install erosion and sedimentation controls which are adequate to prevent erosion and sedimentation off-site. Such controls shall be maintained until the unpaved portions of subject site, if any, are stabilized by a self-sustaining cover of vegetation that is adequate to prevent erosion and sedimentation on and off such site. Before such controls are removed, the permittee shall remove all sediment that has accumulated at such controls.

4. Control Erosion During Construction Provisions shall be made to minimize erosion during the construction of the project and to prevent increased sedimentation in any water body on or adjacent to the project.
5. Rip-rap Placement  Rip-rap placement below mean high water is limited to the shorelines along the peninsula with the Gazebo.

6. Concrete Leachate  During construction, no wet or fresh concrete or leachate shall be allowed to escape into any wetlands or waters of New York State, nor shall washings from ready-mixed concrete trucks, mixers, or other devices be allowed to enter any wetland or waters. Only watertight or waterproof forms shall be used. Wet concrete shall not be poured to displace water within the forms.

7. Seed, Mulch Disturbed Soils  All areas of soil disturbance resulting from this project (above the mean high water line) shall be seeded with an appropriate perennial grass seed and mulched with straw within one week of final grading.

8. Maintain Mulch  Mulch shall be maintained until a suitable vegetative cover is established.

9. No Work Other Than Authorized Herein  No other modifications to the bed or banks of the stream are authorized by this permit.

10. 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.

11. 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.

12. 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.

13. 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.

14. No Interference With Navigation  There shall be no unreasonable interference with navigation by the work herein authorized.
WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS

1. Water Quality Certification The authorized project, as conditioned pursuant to the Certificate, complies with Section 301, 302, 303, 306, and 307 of the Federal Water Pollution Control Act, as amended and as implemented by the limitations, standards, and criteria of state statutory and regulatory requirements set forth in 6 NYCRR Section 608.9(a). The authorized project, as conditioned, will also comply with applicable New York State water quality standards, including but not limited to effluent limitations, best usages and thermal discharge criteria, as applicable, as set forth in 6 NYCRR Parts 701, 702, 703, and 704.

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 3 Headquarters
21 S Putt Corners Rd
New Paltz, NY12561

4. Submission of Renewal Application The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Water Quality Certification.
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.

Item E: SEQR Type I Action, No Significant Impact Under the State Environmental Quality Review Act (SEQR), the project associated with this permit is classified as a Type I Action with No Significant Impact. It has been determined that the project will not have a significant effect on the environment.
IMPORTANT NOTICE TO ALL PERMITTEES.

The permit you requested is enclosed. Please read it carefully and note the conditions that are included in it. The permit is valid for only that activity expressly authorized therein; work beyond the scope of the permit may be considered a violation of law and be subject to appropriate enforcement action. Granting of this permit does not relieve the permittee of the responsibility of obtaining any other permission, consent or approval from any other federal, state, or local government which may be required.

Please note the expiration date of the permit. Applications for permit renewal should be made well in advance of the expiration date (minimum of 30 days) and submitted to the Regional Permit Administrator at the above address. For SPDES, Solid Waste and Hazardous Waste Permits, renewals must be made at least 180 days prior to the expiration date.

The DEC permit number & program ID number noted on page 1 under "Permit Authorization" of the permit are important and should be retained for your records. These numbers should be referenced on all correspondence related to the permit, and on any future applications for permits associated with this facility/project area.

If a permit notice sign is enclosed, you must post it at the work site with appropriate weather protection, as well as a copy of the permit per General Condition 1.

If the permit is associated with a project that will entail construction of new water pollution control facilities or modifications to existing facilities, plan approval for the system design will be required from the appropriate Department’s regional Division of Water or delegated local Health Department, as specified in the State Pollutant Discharge Elimination System (SPDES) permit.

If you have any questions on the extent of work authorized or your obligations under the permit, please contact the staff person indicated below or the Division of Environmental Permits at the above address.

Janet inventions
Division of Environmental Permits, Region 3
Telephone (845) 256-3162

☐ Applicable only if checked. Please note all work authorized under this permit is prohibited during trout spawning season commencing October 1 and ending April 30.

☐ Applicable only if checked for STORMWATER SPDES INFORMATION: We have determined that your project requires coverage under the General Stormwater SPDES Permit. You must file a Notice of Intent to obtain coverage under the General Permit. This form can be downloaded at: http://www.dec.ny.gov/chemical/43133.html.

☐ Applicable only if checked - MS4 Areas: This site is within an MS4 area (Municipal Separate Storm Sewer System), therefore the SWPPP must be reviewed and accepted by the municipality. The MS-4 Acceptance Form must be submitted in addition to the Notice of Intent.

Send the completed form(s) to: NYS DEC, Stormwater Permitting, Division of Water, 625 Broadway, Albany, New York 12233-3505; in addition, DEC requests that you provide one electronic copy of the approved SWPPP directly to NYS DEC, 100 Hillside Avenue - Suite 1W, White Plains, NY 10603-2860.
The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Department conditions on it, contact the DEC at 845/256-3054. Please refer to the permit number shown when contacting the DEC.

Permittee: Peeks Kill
Effective Date: 11/18/16
Expiration date: 12/31/2023

NOTE: This notice is NOT a permit.
December 14, 2016

Mr. Paul Lindell
NYC Office of Environmental & DeWatering Corp.
Senior Project Manager
200 Blydenburg Road, Suite 19
Islandia, New York 11749

RE: F-2016-0829
U.S. Army Corps of Engineers/New York District
Permit Application - City of Peekskill
(Charles Point Multi-Use Waterfront Trail)
Multi-use trail to be above mean high water, with none of the trail over water
Hudson River, City of Peekskill, Westchester County

General Concurrence

Dear Mr. Lindell:

The Department of State received your Federal Consistency Assessment Form and consistency certification and supporting information for this proposal on September 8, 2016.

The Department of State has determined that this proposal meets the Department’s general consistency concurrence criteria. Therefore, further review of the proposed activity by the Department of State, and the Department’s concurrence with an individual consistency certification for the proposed activity, are not required.

This General Concurrence is without prejudice to and does not obviate the need to obtain all other applicable licenses, permits, other forms of authorization or approval that may be required pursuant to existing State statutes. Specifically, it appears that you may require authorization from the New York State Department of Environmental Conservation (DEC). Please contact the DEC region 3 office to determine if their authorization is required.

When communicating with us regarding this matter, please contact us at (518) 474-6000 and refer to our file #F-2016-0829.

Sincerely,

[Signature]
Jeffrey Zappieri
Supervisor, Consistency Review Unit
Office of Planning and Development

JZ/MM/dc
cc: COE/New York District – Steve Ryba
DEC/Region 3 – Daniel Whitehead
March 15, 2016

Ms. Jean Friedman
Planner
City of Peekskill
840 Main St.
Peekskill, NY 10566

Re: USACE Planning and Design of Peekskill Southern Waterfront
City of Peekskill, Westchester County, NY
09PR03256

Dear Ms. Friedman:

Thank you for requesting the comments of the New York State Historic Preservation Office (SHPO). We have reviewed the submitted materials in accordance with Section 106 of the National Historic Preservation Act of 1966. These comments are those of the SHPO and relate only to Historic/Cultural resources. They do not include other environmental impacts to New York State Parkland that may be involved in or near your project. Such impacts must be considered as part of the environmental review of the project pursuant to the National Environmental Policy Act and/or the State Environmental Quality Review Act (New York State Environmental Conservation Law Article 8).

I have reviewed the report entitled “Phase IB Archaeological Testing at the Proposed Charles Point Multi-Use Waterfront Trail, Peekskill, Westchester County, New York” (February 2016). No archaeological resources were identified and I concur with the report recommendation that no additional archaeological work is necessary for the proposed Charles Point Multi-Use Waterfront Trail.

If further correspondence is required regarding this project, please refer to the OPRHP Project Review (PR) number noted above. If you have any questions I can be reached at 518-268-2186.

Sincerely,

Tim Lloyd, Ph.D., RPA
Scientist - Archaeology
timothy.lloyd@parks.ny.gov

via e-mail only