

**INVITATION TO BIDDERS
BID NO. DPW-2020-006
VILLAGE OF SEA CLIFF**

**CONTRACT FOR;
MAINTENANCE IMPROVEMENTS TO EXISTING
VILLAGE OF SEA CLIFF PROMENADE RAILING**

PLEASE TAKE NOTICE that sealed bids will be received by the VILLAGE OF SEA CLIFF Village Clerk, Village Hall, 300 Sea Cliff Avenue, Sea Cliff, NY until 12 Noon on Friday September 4, 2020. The Village will review all bids received and the contract awarded as soon thereafter as practicable.

Project Description – Reconstruction of existing boardwalk metal safety railing.

Bid documents may be obtained at Village Hall, Sea Cliff, N.Y. upon non-refundable payment of \$50.00 in cash or certified check payable to VILLAGE OF SEA CLIFF for each set. Bid Documents will be available beginning Friday, August 14, 2020. A pre-bid meeting at the site will be conducted on Friday, August 21, 2020 at 10:00 AM to review project scope and timeline.

Each bid must be made on the proposal form prepared for this work and in the manner designated therein and be accompanied by a certified check or bid bond in an amount of at least ten (10%) percent of the total bid, and shall be enclosed in a sealed envelope addressed to the Village Clerk of the VILLAGE OF SEA CLIFF and marked on the outside with the name and address of the bidder, and the words "BID FOR RECONSTRUCTION OF BOARDWALK SAFETY RAILING – CONTRACT NO. DPW-2020-006".

The successful bidder must comply with all State and Federal Statutes relating to labor and Workers' Compensation. The Village reserves the right to reject any and all bids received, to waive any informality in the bids received and to accept that bid which in its judgment best serves the interests of the Village.

By:

Office of the Village Clerk

DATED: August 6, 2020

CONTRACT DOCUMENTS
FOR
MAINTENANCE IMPROVEMENTS TO EXISTING
VILLAGE OF SEA CLIFF PROMENADE RAILING

VILLAGE OF SEA CLIFF, NASSAU COUNTY, N.Y.

CONTRACT NO. DPW-2020-006

Notice to Bidders

Instructions to Bidders

Proposal Forms

August 2020

Prepared by:
NEWPORT ENGINEERING, P.C.

GENERAL NOTES:

- CONTRACTOR SHALL CONTACT ONE-CALL FOR UTILITY MARK OUT PRIOR TO COMMENCEMENT.
- CONTRACTOR SHALL PROTECT TREES IN CLOSE PROXIMITY TO PROPOSED WORK.
 - ALL DISTURBED AREAS ASSOCIATED WITH CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO MEET ADJACENT GRADES.
 - CONTRACTOR SHALL RESTORE DISTURBED AREAS WITH TOPSOIL AT A 3:1 GRADE TO MEET EXISTING GRADES.
 - CONTRACTOR TO LIMIT DISTURBANCE TO WORK SHOWN ON THE PLANS. NO STOCKPILING OF MATERIALS ON VILLAGE ROAD WILL BE ALLOWED.
- NEWPORT ENGINEERING SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, TECHNIQUES, OR PROCEDURES UTILIZED BY THE CONTRACTOR(S), NOR FOR THE FAILURE OF THE CONTRACTOR TO CARRY OUT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. CONTRACTOR SHALL CONFORM TO U.S. DEPARTMENT OF LABOR SITE SAFETY AND EXCAVATION REQUIREMENTS AND STANDARD 29 CFR 1926, SPECIFIC EXCAVATION REQUIREMENTS. NEWPORT ENGINEERING NOT RETAINED FOR SITE SAFETY AND SHORING REQUIREMENTS, IF ANY.
- OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS NECESSARY FOR PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL VISIT THE SITE BEFORE BIDDING TO BECOME FAMILIAR WITH PRESENT CONDITIONS AND TO JUDGE FOR THEMSELVES THE EXTENT AND NATURE OF WORK TO BE DONE.
- SHOULD A DISCREPANCY ARISE BETWEEN THE DRAWINGS AND FIELD CONDITIONS, OR WHERE A DETAIL IS DOUBTFUL OF INTERPRETATION OR AN UNANTICIPATED FIELD CONDITION BE ENCOUNTERED, THE ENGINEER SHALL BE CALLED RIGHT AWAY FOR PROCEDURE TO BE FOLLOWED WHICH SHALL BE CONFIRMED IN WRITING BY THE ENGINEER WITH COPIES TO ALL PARTIES.
- WHEREVER THERE IS A CONFLICT BETWEEN DETAILS AND SPECIFICATIONS, OR BETWEEN DETAILS, OR WHERE DOUBTFUL OF INTERPRETATION, THE MOST RESTRICTIVE SHALL GOVERN, AS DETERMINED BY THE ENGINEER.
- THE CONTRACTOR AND EACH SUBCONTRACTOR SHALL VISIT THE SITE AND CONSIDER FIELD CONDITIONS AFFECTING THE WORK DEPICTED ON THE PLANS, AND HIS SUBMISSION OF A BID INDICATES HIS ACCEPTANCE OF SUCH CONDITIONS.
- THE CONTRACTOR SHALL ASSURE THAT EACH SUBCONTRACTOR HAS COPIES OF LATEST PLAN REVISIONS AND IS KEPT CURRENT WITH ANY CHANGE ORDERS OR DIRECTIVES AFFECTING THE SUBCONTRACTORS WORK.
- STAKE-OUT IS TO BE PERFORMED BY A LICENSED SURVEYOR. STAKING AND LAYOUT ARE TO ESTABLISH ALL LINES AND BENCHMARKS. VERIFY ALL GIVEN DATA ON DRAWINGS. IN CASE OF DISCREPANCY, RECEIVE CLARIFICATION FROM ENGINEER PRIOR TO PROCEEDING.

GENERAL CONDITIONS OF THE WORK:

- THESE NOTES SHALL APPLY TO THE GENERAL CONTRACTOR, EACH SUB-CONTRACTOR AND THE OWNER'S OWN FORCES. EACH CONTRACTOR SHALL STUDY AND FAMILIARIZE HIMSELF WITH THE SITE AND WITH ALL TRADES AND ASPECTS OF THE WORK. EACH CONTRACTOR SHALL COOPERATE AND COORDINATE HIS WORK WITH THE WORK OF OTHER CONTRACTORS AND TRADES.
- THE CONTRACTOR SHALL INSPECT THE SITE AND MAKE ALL APPROPRIATE INQUIRES TO DETERMINE CONDITIONS AND FIELD CONSTRUCTION CRITERIA PRIOR TO SUBMISSION OF BIDS, AND SHALL MAKE NO ADDITIONAL CLAIMS REGARDING SITE CONDITIONS THEREAFTER. THE CONTRACTOR'S AND OWNER'S AGREEMENT TO ENTER INTO THE WORK SHALL SUFFICE AS THEIR ACCEPTANCE TO THE TERMS SPECIFIED HEREIN, AND SHALL BE INCORPORATED INTO ANY AND ALL AGREEMENTS BETWEEN THE OWNER AND THE CONTRACTOR.
- NOTHING ON THESE DRAWINGS SHALL BE CONSTRUED AS MODIFYING IN ANY WAY THE CONTRACT BETWEEN THE OWNER AND CONTRACTOR OR THE CONTRACTOR AND SUB CONTRACTORS.

EXISTING SITE CONDITIONS:

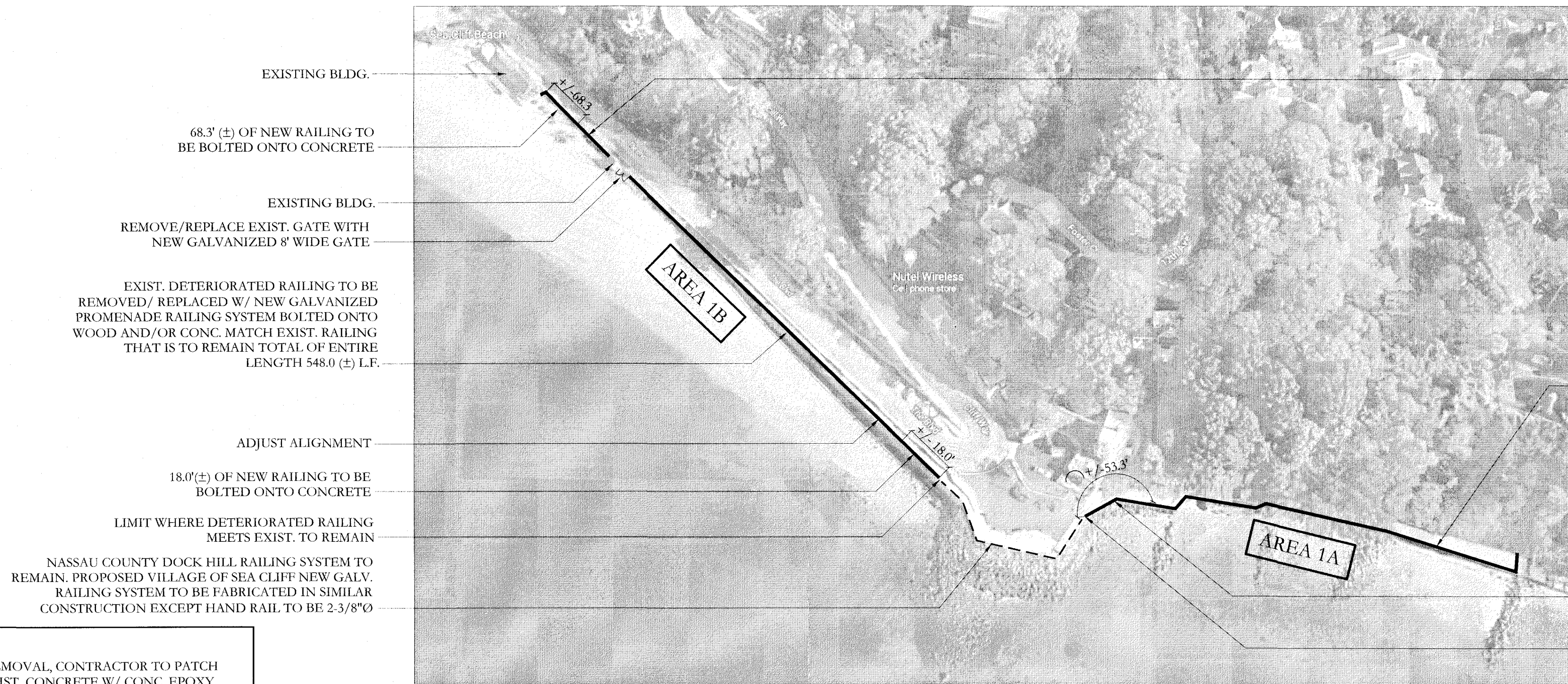
- ALL EXISTING ITEMS INTERFERING WITH THE INSTALLATION OF THE PROPOSED PATHWAY SHALL BE REMOVED AND LEGALLY DISPOSED.
- THE CONTRACTOR SHALL DETERMINE AND/OR VERIFY THE ACTUAL LOCATION OF ANY AND ALL UTILITIES, PIPING AND RELATED ITEMS PRIOR TO THE COMMENCEMENT OF WORK. ALL COSTS INCURRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR UNLESS OTHERWISE AGREED UPON BY THE OWNER.
- ALL DIMENSIONS AND LOCATIONS AS INDICATED ON THE DRAWINGS SHALL BE CONSIDERED CORRECT, BUT SHALL BE UNDERSTOOD THAT THEY ARE SUBJECT TO MODIFICATIONS AS MAY BE NECESSARY OR DESIRABLE AT THE TIME OF INSTALLATION TO MEET UNFORSEEN OR OTHER CONDITIONS.
- DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SUPERSEDE SCALED DIMENSIONS AND ARE SUBJECT TO REVISIONS AS PER ACTUAL FIELD CONDITIONS. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS HEREIN SHOWN, AND ALL DISCREPANCIES ARE TO BE BROUGHT TO THE ENGINEER'S ATTENTION BEFORE COMMENCING WITH THE WORK.
- IF IN THE COURSE OF CONSTRUCTION A CONDITION EXISTS WHICH DISAGREES WITH THAT AS INDICATED ON THESE PLANS, THE CONTRACTOR SHALL STOP ALL WORK AND NOTIFY THE ENGINEER SO AS TO ALLEVIATE SUCH CONFLICT WITHOUT BURDEN TO THE OWNER. SHOULD HE FAIL TO FOLLOW THIS PROCEDURE AND CONTINUE WITH THE WORK, HE SHALL ASSUME ALL RESPONSIBILITY AND LIABILITY ARISING THERE FROM.
- THE CONTRACTOR SHALL BE HELD TO HAVE VERIFIED DIMENSIONS AND CONDITIONS AT THE BUILDING. NO LATER CLAIMS WILL BE CONSIDERED FOR LABOR, EQUIPMENT OR MATERIALS REQUIRED OR FOR DIFFICULTIES ENCOUNTERED BECAUSE OF LACK OF INFORMATION, LACK OF SITE INSPECTIONS OR IMPROPER EVALUATION OF THE WORK INVOLVED.

NOTE:

- AFTER RAILING REMOVAL, CONTRACTOR TO PATCH HOLES WITHIN EXIST. CONCRETE W/ CONC. EPOXY.
- FURNISH & INSTALL NEW RAILING INCLUDING FIELD VERIFICATION. CREATE FABRICATION SHOP DRAWINGS OF LIMITS. PROVIDE FABRICATION & GALVANIZATION. RETRO FIT NEW ANCHOR POINTS & INSTALLATION, DEMOLITION & LEGAL REMOVAL OF OLD RAILING SYSTEM.

PLOT PLAN

SCALE: N.T.S.

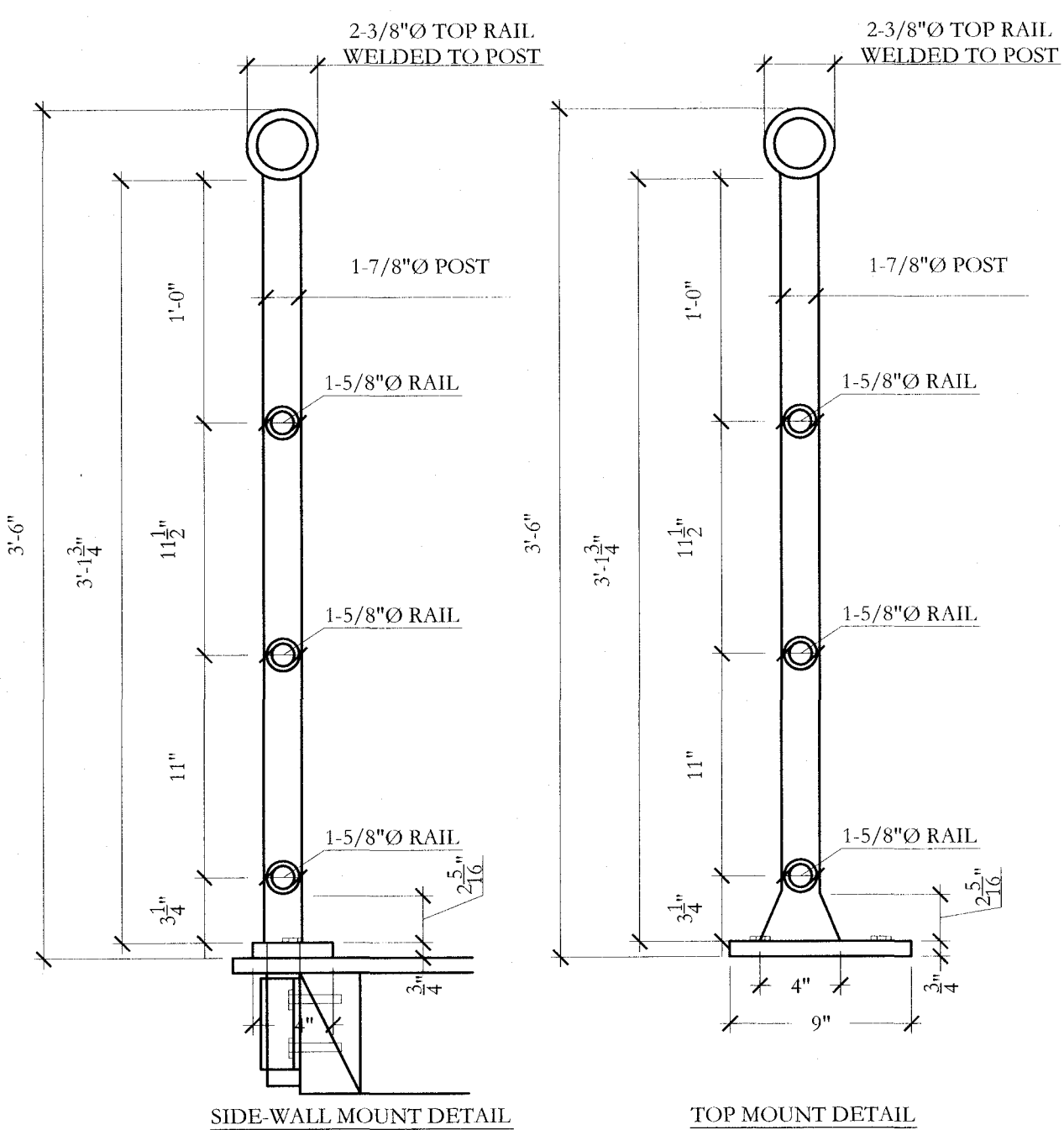


EXIST. DETERIORATED RAILING TO BE REMOVED/REPLACED W/NEW ALUMINUM/GALVANIZED PROMENADE RAILING SYSTEM BOLTED ONTO WOOD AND/OR CONC. MATCH EXIST. RAILING THAT IS TO REMAIN TOTAL OF ENTIRE LENGTH 173.8 (±) L.F.

EXIST. DETERIORATED RAILING TO BE REMOVED/REPLACED W/ NEW GALVANIZED PROMENADE RAILING SYSTEM BOLTED ONTO WOOD & RAILING. MATCH EXIST. RAILING THAT IS TO REMAIN TOTAL OF ENTIRE LENGTH 402.2 (±) L.F.

53.3' (±) OF NEW RAILING TO BE BOLTED ONTO CONCRETE

LIMIT WHERE DETERIORATED RAILING MEETS EXIST. TO REMAIN



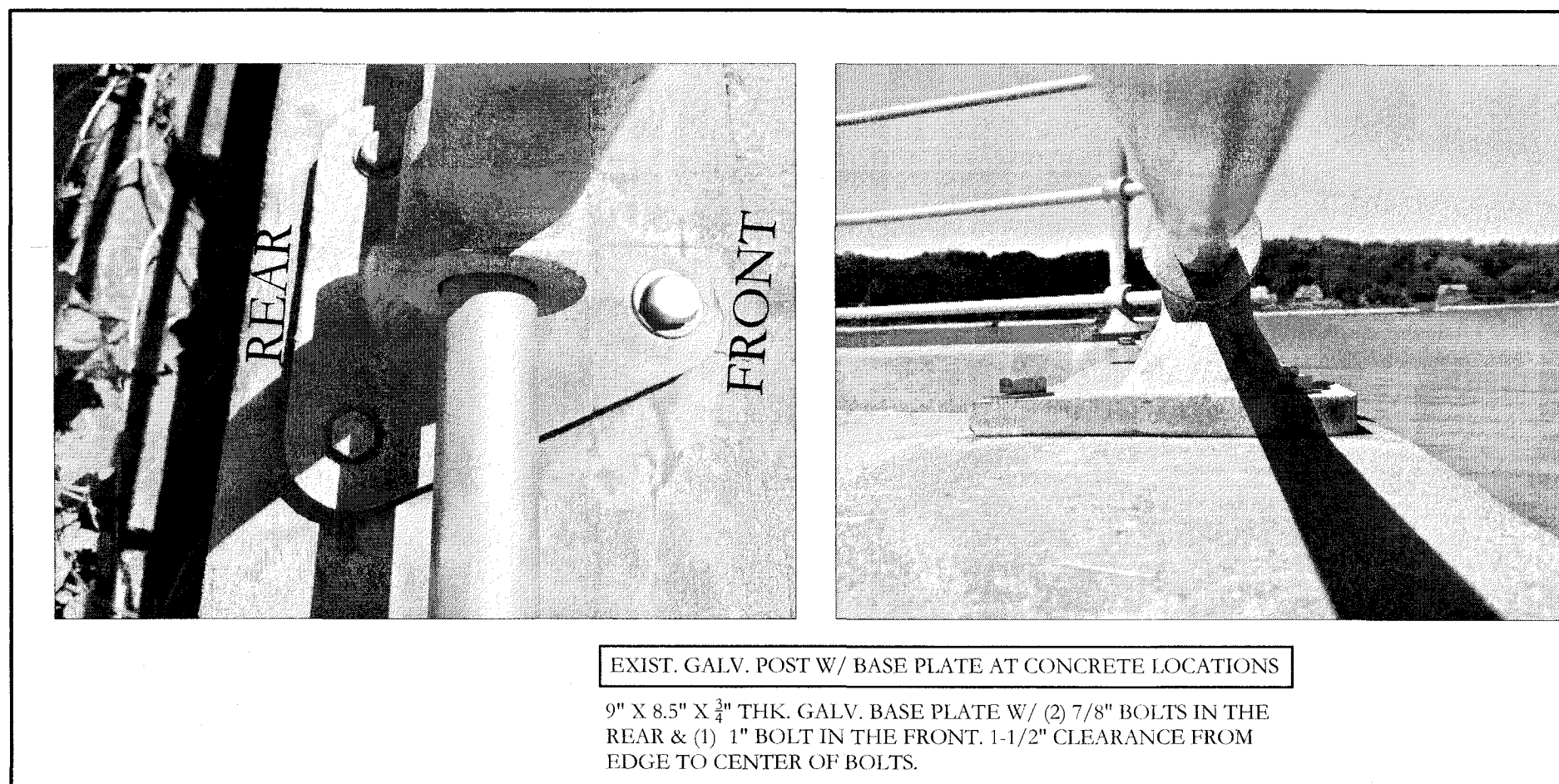
SIDE-WALL MOUNT DETAIL

TOP MOUNT DETAIL

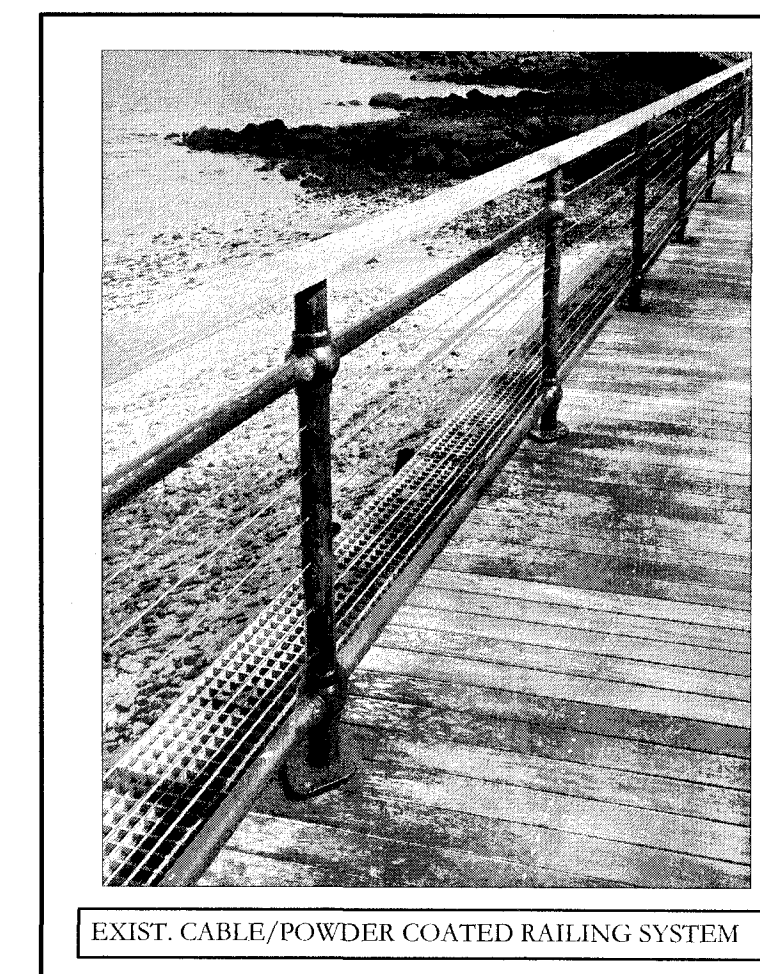
NOTE: REFERENCE SPECIFICATION SECTION 05 52 00.

RAILING DETAIL

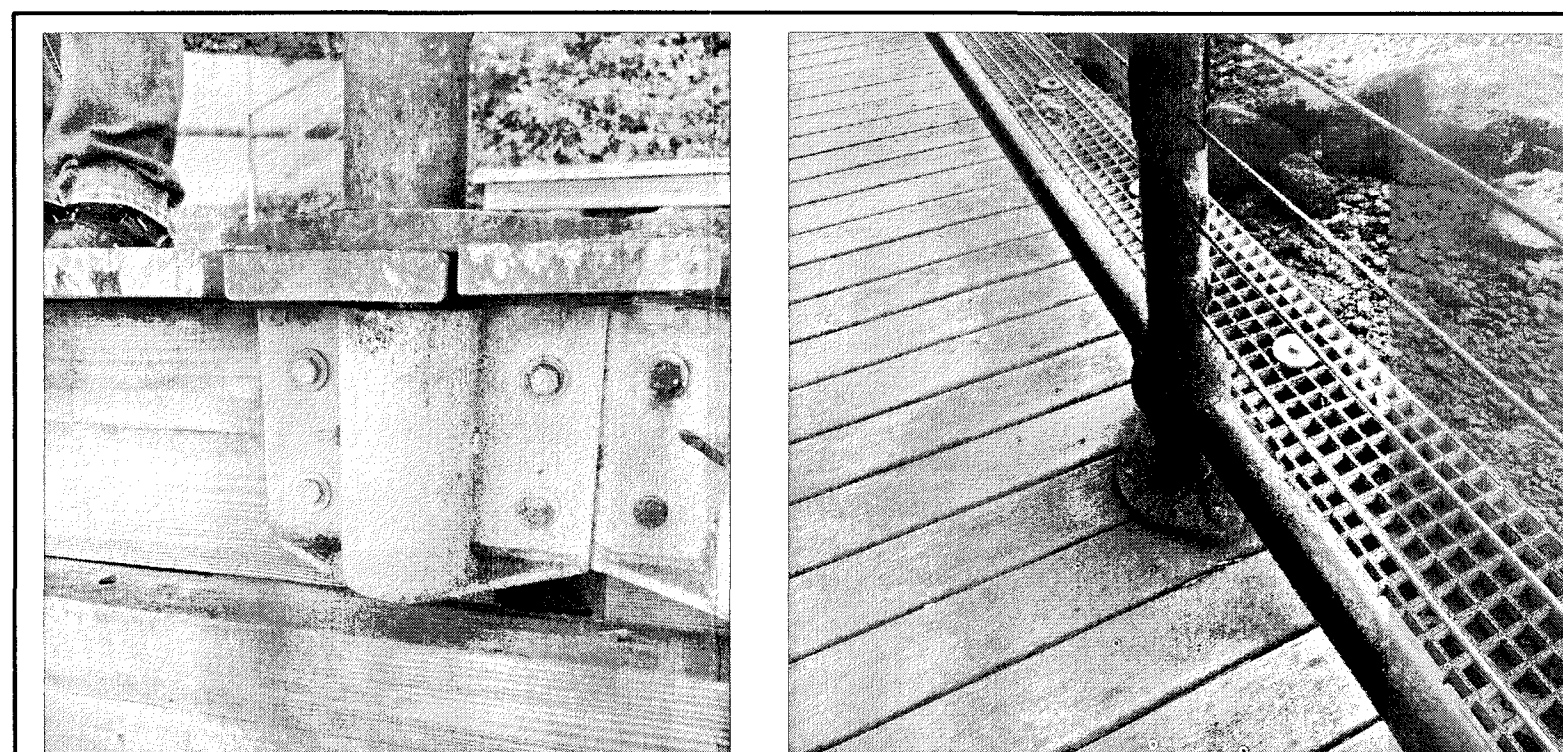
SCALE: 1-1/2\"/>



EXIST. GALV. POST W/ BASE PLATE AT CONCRETE LOCATIONS
9\"/>

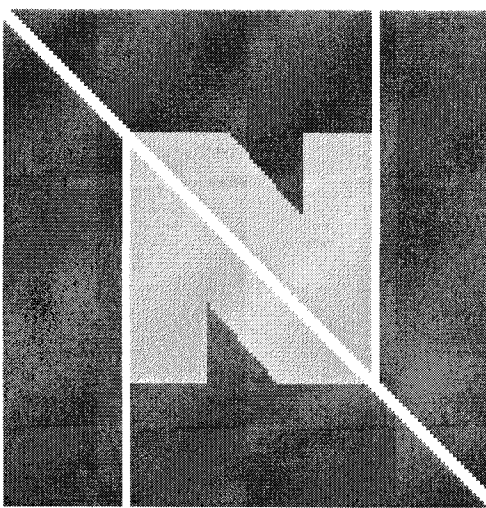


EXIST. CABLE/POWDER COATED RAILING SYSTEM



EXIST. GALV. POST W/ BASE & SIDE MOUNTED PLATE AT WOOD LOCATIONS

NOTE: RAILING POST AT WOOD LOCATIONS TO BE MODIFIED TO BE SIDE MOUNTED ON WOOD GIRDERS & TOP DECK TO PREVENT UPLIFT. STEEL FABRICATOR TO SUBMIT SHOP DRAWINGS FOR (2) DIFFERENT RAILING POST, ONE FOR BOLTED ON CONCRETE & ONE FOR BOLTED ON WOOD.



NEWPORT PROFESSIONAL ENGINEERING, PC

71 W. MAIN STREET, SUITE 5
OYSTER BAY, N.Y. 11771
(T) 516-922-2672 (F) 516-922-2686
WWW.NEWPORTPE.COM

DRAWING ALTERATION

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS ACTING UNDER THE DIRECTION OF A LICENSED ARCHITECT, PROFESSIONAL ENGINEER, OR LAND SURVEYOR TO ALTER ANY ITEM ON THIS DOCUMENT IN ANY WAY.
ANY LICENSEE WHO ALTERS THIS DOCUMENT IS REQUIRED BY LAW TO AFFIX HIS OR HER SEAL AND THE NOTATION "ALTERED BY" FOLLOWED BY THEIR SIGNATURE AND SPECIFIC DESCRIPTION OF THE ALTERATIONS.

No.	Revision	Date
1	ISSUED FOR BIDDING	08.07.2020

1 ISSUED FOR BIDDING 08.07.2020

No. Revision Date

CORPORATE SEAL



ENGINEER SEAL



NICHOLAS J. DESANTIS PE

OWNER:



PROJECT LOCATION:

VILLAGE OF SEA CLIFF PROMENADE

PROJECT:

MAINTENANCE IMPROVEMENTS
VILLAGE OF SEA CLIFF PROMENADE RAILING

DRAWING TITLE:

GENERAL NOTES, SITE PLAN & DETAILS

BID SET

DRAWN BY: AP

CHECKED BY: NJ

PROJECT NO.: 20-999 SCALE: AS NOTED

DATE: 8.5.2020 SHEET NO. 1 OF 1

DRAWING NO.:

C.100.00

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APPROVAL SHEET

CONTRACT FOR

**MAINTENANCE IMPROVEMENTS TO EXISTING
VILLAGE OF SEA CLIFF PROMENADE RAILING**

LOCATED IN
THE VILLAGE OF SEA CLIFF, LONG ISLAND, NEW YORK

CONTRACT NO. DPW-2020-006

APPROVED	_____
	MAYOR VILLAGE OF SEA CLIFF
DATE:	_____

APPROVED	_____
DATE:	_____

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CONTRACT NO. DPW-2020-006

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**INVITATION TO BIDDERS
BID NO. DPW-2020-006
VILLAGE OF SEA CLIFF**

**CONTRACT FOR;
MAINTENANCE IMPROVEMENTS TO EXISTING
VILLAGE OF SEA CLIFF PROMENADE RAILING**

PLEASE TAKE NOTICE that sealed bids will be received by the VILLAGE OF SEA CLIFF Village Clerk, Village Hall, 300 Sea Cliff Avenue, Sea Cliff, NY until 12 Noon on Friday August 28, 2020. The Village will review all bids received and the contract awarded as soon thereafter as practicable.

Project Description – Maintenance improvements of existing boardwalk metal safety railing.

Bid documents may be obtained at Village Hall, Sea Cliff, N.Y. upon non-refundable payment of \$50.00 in cash or certified check payable to VILLAGE OF SEA CLIFF for each set. Bid Documents will be available beginning Friday, August 7, 2020. A pre-bid meeting at the site will be conducted on Friday, August 14, 2020 at 10:00 AM to review project scope and timeline.

Each bid must be made on the proposal form prepared for this work and in the manner designated therein and be accompanied by a certified check or bid bond in an amount of at least ten (10%) percent of the total bid, and shall be enclosed in a sealed envelope addressed to the Village Clerk of the VILLAGE OF SEA CLIFF and marked on the outside with the name and address of the bidder, and the words "BID FOR MAINTENANCE IMPROVEMENTS TO EXISTING VILLAGE OF SEA CLIFF PROMENADE RAILING– CONTRACT NO. DPW-2020-006".

The successful bidder must comply with all State and Federal Statutes relating to labor and Workers' Compensation. The Village reserves the right to reject any and all bids received, to waive any informality in the bids received and to accept that bid which in its judgment best serves the interests of the Village.

By:

Office of the Village Clerk

DATED: August 6, 2020

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INSTRUCTIONS TO BIDDERS

In connection with the MAINTENANCE IMPROVEMENTS TO EXISTING VILLAGE OF SEA CLIFF PROMENADE RAILING- CONTRACT NO. DPW 2020-006", the Village Clerk for the Village of Sea Cliff, New York invites bids on the form attached hereto, all blanks in which must be properly filled. Bids will be received by the Village Clerk of the Village of Sea Cliff, at the Village Hall, Sea Cliff, New York until 12 Noon on Friday August 28, 2020. The Village will review all bids received and the contract awarded as soon thereafter as practicable.

A. Preparation of Proposals

In submitting bid, only the proposal sheets as furnished are to be filled out but not detached from the contract form. In no case is the contract form to be filled out or signed by the Bidder. The sealed proposals for this work shall be enclosed in a sealed envelope properly endorsed. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the gross total or gross sum for which the proposal is made. Proposals that contain any omission, 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 in the unit price or amount bid for any item in the proposal, the unit price as expressed in words shall govern.

B. Bid Security

The proposal must be accompanied by a certified check or bid bond in an amount equal to not less than Ten percent (10 %) of the amount bid, made payable to the Village of Sea Cliff, as assurance that the bid is made in good faith. **The bid bond shall be submitted in a separate envelope addressed to the Village in the same manner as the bid proposal and attached securely to the bid proposal envelope.** The certified checks or bid bonds of all but the three (3) lowest bidders will be returned within three (3) days of the opening of the bids; the certified checks or bid bonds of the remaining unsuccessful bidders will be returned within forty-eight (48) hours after the execution of a contract between the Village and the successful bidder; the certified check or bid bond of the successful bidder will be retained until the filing and approval of a construction bond and until the completion of ten (10) percent of the work under the contract.

C. Qualifications of Bidders

Forms for qualifications of the successful bidder giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work will be provided and the three (3) lowest bidders shall be prepared to file said form properly filled in and sworn to the office of the Village Clerk within seven (7) days after the opening of the bids.

Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission. If a financial statement is already on file with the Village Clerk, a new one need not be submitted provided the information contained therein is not more than thirty days old at the time of the opening of bids and provided the Contractor submits verified representation that financial condition has not materially changed since submission of said statement.

D. Rejection of Bids

The Village Clerk, Village of Sea Cliff reserves the right to reject any bid if the evidence submitted in the qualification statement or by investigation of such bidder fails to satisfy the Village Clerk of the Village of Sea Cliff that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. The Village Clerk reserves the right to reject any or all bids if it is deemed in the best interest of the Village, subject to approval of the Village Board.

E. Conditions of Work

Bidders are cautioned not to submit proposals until after having inspected the site of the proposed improvement and having made themselves familiar with local conditions. The attention of persons intending to make proposals is specifically called to that paragraph of the contract which debars a Contractor from pleading misunderstanding or deception because of estimates of quantities, character, location or other conditions surrounding same. Special attention is called to the notes on the plans or in the itemized proposal which are made a part of the contract and which may alter or revise the specifications.

Attention is also called to the uncertainty in the quantities of many items involved in this contract. The quantities of excavation, foundation course, etc., are especially subject to such uncertainties. Generally, the intention has been to estimate all quantities liberally.

The unit quantities as compiled and shown on the approximate material estimate are subject to field determination as to number and units of measure for final payment.

The Engineer reserves the right to alter such lines and grades as he deems necessary, either before or after the award of the contract.

F. Construction Terms and Conditions

The successful bidder is warned that the work specified in the form of contract, together with the Instructions to Bidders, Proposal, Plans, Specifications, and Instructions of the Engineer or his duly authorized representative will be rigidly enforced.

G. Insurance Required

The successful bidder will be required to procure and pay for the following types of insurance in accordance with the provisions of the Agreement.

- a. Workers Compensation.
- b. Public Liability and Property Damage.
- c. Contingent Liability and Contingent Property Damage.

The independent contractor shall maintain at a minimum the following insurance giving evidence of same to Incorporated Village of Sea Cliff on **the form of Certificates of Insurance, copies of the General Liability Declaration Page and copy of the Additional Insured Endorsement, providing 30 days notice of cancellation, non-renewal or material change.** New York State licensed carrier is preferred; any non-licensed carriers will be accepted at the Municipalities

discretion. The insurance carrier must have an A.M. Best Rating of at least A- IX. All subcontractors must adhere to the same insurance requirements.

I. Workers Compensation and NYS Disability

Coverage Statutory

Extensions Voluntary Compensation; All States Coverage

 Employers Liability - Unlimited

II. Commercial General Liability

Coverage and Limits Occurrence - 1988 ISO or equivalent

General Aggregate	\$2,000,000
Products & Completed Operations	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Per Occurrence Limit	\$1,000,000
Fire Damage	\$ 50,000
Medical Expense	\$ 5,000

Additional Insured - Incorporated Village of Sea Cliff, all elected and appointed officials, employees and volunteers using ISO Form CG2010 (B) or equivalent including products and completed operations coverage ISO Form CG2037.

Extension – Mandatory - Aggregate Limits to apply per project.

Full Contractual Liability extending to Hold Harmless.

Contractual Liability Insurance is afforded per the definition of “insured contract” as defined in Form CG0001 with no endorsements that amend or restrict the definition of “insured contract”.

The general liability is to be primary and non-contributory and does not include any exclusion, limitation or restriction pertaining to exterior work height or “action over” type claims.

Waiver of Subrogation is the favor of the additional insured.

III. Automobile Insurance

Limit	\$1,000,000. Combined Single Limit
Additional Insured	Incorporated Village of Sea Cliff, all elected and appointed officials, employees and volunteers.

IV. **Umbrella Liability**

Coverage	Umbrella Form or Excess Follow Form of primary general liability and auto liability
Minimum Limit	\$2,000,000.
Additional Insured	Incorporated Village of Sea Cliff, all elected and appointed officials, employees and volunteers.

VI. **BONDS**

Bid Bond or certified check	Minimum of 10% of contract bid.
Bond Form	AIA Document A310 Current Edition or certified check
Final Bonds	1. Performance and Payment bonds (labor & materials) Minimum Limit 100% of Contract Price
	2. Maintenance Bond Minimum Limit 100 % of Performance and Payment Bond Term - 2 Year From Acceptance of Job
Bond Form	AIA Document A311 current edition.

NOTE: Surety Company must be NYS licensed and on current list of "Surety Companies Acceptable on Federal Bonds" as published in Federal Register by the Audit Staff Bureau of Accounts, US Treasury Department.

INDEMNIFICATION/HOLD HARMLESS AGREEMENT

The Vendor/Contractor shall indemnify and hold harmless the Incorporated Village of Sea Cliff, its officers, employees, and/or agents including Newport Professional Engineering, PC from any and all liability, damage, loss, claims, demands and actions of any nature whatsoever, for any reason whatsoever, foreseeable or unforeseeable, which arises out of or is connected with, or is claimed to arise out of to be connected with, any undertaking, product, goods, merchandise, products, services sold and/or work supplied, furnished or performed by the Vendor/Contractor or its agents, liability, damages, loss, claims, attorneys and adjusting fees, demands and actions on account of personal injury, death or property loss to the Incorporated Village of Sea Cliff its officers, employees, agents or to any other persons, third parties, or property, but shall not include claims resulting from the gross negligence or willful misconduct of the Incorporated Village of Sea Cliff. This indemnity and hold harmless is intended to be as broad as is permitted by law and to include claims of every kind and nature – for tort, under contract; for strict liability or other liability without fault; under statute, rule, regulation or order; and otherwise.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement the ___ day of _____, 20__.

Witness

Signature

Date

Print Name

Name of Firm

Address

Contractor's Signature

(Please Print Name and Title)

H. Security for Faithful Performance

The successful bidder shall execute a construction bond and a labor and material payment bond each equal to one hundred (100) percent of the amount of the bid, such bonds to be executed by a surety company acceptable to the Village of Sea Cliff; or bonds secured by collateral; or securities approved by the Village of Sea Cliff. The successful bidder upon failure to execute and deliver the bond required by the proposal within seven (7) days from the date of award, as specified in the Instructions to Bidders, shall forfeit to the Village of Sea Cliff as liquidated damages for such failure or refusal, the security deposited with his bid, and he will be liable for and he agrees to pay to the Village of Sea Cliff on demand the difference between the price bid and the price for which such contract shall subsequently be relet, including the cost of such reletting less the amount of such deposit. No plea or mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action upon the accepted bid.

After the approval of the bonds and execution of the contract and after ten (10) percent of the work has been completed, the certified check or bid bond accompanying the proposal will be returned.

STATE LAWS

I. Foreign Contractors

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

J. Lien Law

Attention of all persons making proposals is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and Section 25B of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims.

Within five (5) days after receipt from the Engineer of notice to begin work on the job, the Contractor will furnish to the Village Clerk written notice of the names of all sub-contractors to be employed on the job and the general items of the work to be done by them and shall also, to the extent indicated in the notice to begin work, furnish written notice of the names of suppliers of materials to be used on the job. The Village Clerk may disapprove for good cause any subcontractors or material supplier selected by the Contractor and shall give written notice of its disapproval, within five (5) days after receiving the names of the subcontractor or material suppliers, to the Contractor who shall thereupon promptly notify the Village Clerk of the name of the sub-contractor or material supplier selected in replacement which shall again be subject to approval by the Village Clerk.

K. Refusal to Waive Immunity

Pursuant to the provisions of Section 103-A of the General Municipal Law, in the event that the Bidder, or any member, partner, director or officer of the Bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority, or with any public department, agency or official of the State or any political subdivision thereof or a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation of any public department, agency or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959 by such person, and by any firm, partnership or corporation of which he is a member, partner,

director or officer may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

L. Labor Law

The Contractor and every sub-contractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York.

Attention is called to certain provisions of the Labor Law as set forth in the contract, Article 16, which are hereby referred to and made a part hereof.

In accordance with Section 220, Subdivision 3, and 220-D of the Labor Law the following wage rates will apply:

SEE FOLLOWING PAGE

PREVAILING WAGE RATES

Reasonable effort has been made to obtain the prevailing wage rates for this Contract. The prevailing wage rates as determined by the State of New York, Department of Labor will apply to this Contract.

Prevailing Wage Rates have been applied for.

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Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Village of Sea Cliff
Newport Professional Engineering, PC
71 W Main St
Suite 5
Oyster Bay NY 11771

Schedule Year 2019 through 2020
Date Requested 06/12/2020
PRC# 2020006114

Location Village of Sea Cliff
Project ID# 2020-999
Project Type Renovate existing boardwalk and associated metal railing located in the village of Sea Cliff.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2019 through June 2020. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "Request for a dispensation to work overtime" form (PW30) and "4 Day / 10 Hour Work Schedule" form (PW 30.1).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 6 of the Labor law, contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Village of Sea Cliff
Newport Professional Engineering, PC
71 W Main St
Suite 5
Oyster Bay NY 11771

Schedule Year 2019 through 2020
Date Requested 06/12/2020
PRC# 2020006114

Location Village of Sea Cliff
Project ID# 2020-999
Project Type Renovate existing boardwalk and associated metal railing located in the village of Sea Cliff.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

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

(05.19)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:
You are Covered by the Construction Industry Fair Play Act**

The law says that you are an employee unless:

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

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

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK
PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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

Nassau County General Construction

Asbestos Worker

06/01/2020

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Asbestos Worker \$ 44.00
 Removal & Abatement Only*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$ 8.70
 Removal & Abatement Only

OVERTIME PAY

See (B, B2, *E, J) on OVERTIME PAGE

Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

HOLIDAY

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

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

1000 hour terms at the following percentage of Journeyman's rates.

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

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice
 Removal & Abatement \$ 8.70

4-12a - Removal Only

Boilermaker

06/01/2020

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: 07/01/2019 01/01/2020

Boilermaker \$ 59.17 \$ 61.24
 Repairs & Renovations 59.17 61.24

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019 01/01/2020

Boilermaker 32% of hourly 32% of hourly
 Repair \$ Renovations Wage Paid Wage Paid
 + \$ 25.35 + \$ 25.38

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.
 **Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2019	01/01/2020
	32% of Hourly Wage Paid Plus Amount Below	32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.38	\$ 19.41
2nd Term	20.24	20.26
3rd Term	21.08	21.11
4th Term	21.94	21.96
5th Term	22.79	22.82
6th Term	23.65	23.68
7th Term	24.48	24.52

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

4-5

Carpenter

06/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019

Piledriver	\$ 54.63
Dockbuilder	\$ 54.63

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 51.63
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OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$21.85	\$27.32	\$35.51	\$43.70

Supplemental benefits per hour:

All Terms:	\$ 33.97
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8-1556 Db

Carpenter

06/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019

Carpet/Resilient
Floor Coverer \$ 50.50

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 45.83

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:

\$ 31.09

8-2287

Carpenter

06/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Marine Construction:

Marine Diver \$ 69.22
Marine Tender 49.14

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 51.58

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 21.85
2nd year	27.32
3rd year	35.51
4th year	43.70

Supplemental Benefits

Per Hour:

All terms \$ 33.97

8-1456MC

Carpenter

06/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019

Building
Millwright \$ 54.20

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 53.66

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.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.16	\$34.46	\$39.76	\$50.36

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.51	\$38.16	\$42.46	\$49.12

8-740.1

Carpenter

06/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Timberman \$ 50.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2019

\$ 50.88

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:

One (1) year terms:

	1st	2nd	3rd	4th
	\$20.02	\$25.03	\$32.53	\$40.04

Supplemental benefits per hour:

All terms \$ 33.61

8-1556 Tm

Carpenter

06/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

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

WAGES

Per hour: 07/01/2019 10/18/2019

Core Drilling:

Driller \$ 40.44 \$41.19

Driller Helper 32.12 32.62

Note: Hazardous Waste Pay Differential:

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2019 10/18/2019

Driller and Helper \$ 26.70 \$ 27.95

OVERTIME PAY

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

HOLIDAY

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

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

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

8-1536-CoreDriller

Carpenter

06/01/2020

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Putnam, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

WAGES

Per hour: 07/01/2019

Show Exhibit \$ 54.19

Bldg. Carpenter 52.50*

* Not applicable in Putnam County

SUPPLEMENTAL BENEFITS

Per hour worked:

Show Exhibit \$ 49.54
 Bldg. Carpenter 46.25

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

Wages per hour: Show Exhibit

(1) year terms:

1st.	2nd.	3rd.	4th.
\$21.68	\$27.10	\$35.22	\$43.35

Supplemental benefits per hour:

All terms \$ 32.94

Wages per hour: Bldg. Carpenter

(1) year terms:

07/01/2019

1st	2nd	3rd	4th
\$21.00	\$26.25	\$34.13	\$42.00

03/01/2020

1st	2nd	3rd	4th
\$19.00	\$22.00	\$26.25	\$34.13

Supplemental benefits per hour:

07/01/2019

All terms
 \$ 31.31

03/01/2020

1st	2nd	3rd	4th
\$15.68	\$17.18	\$20.78	\$22.78

8-EXHIB

Carpenter - Building / Heavy&Highway

06/01/2020

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2019

Carpenter
 (Building) \$ 49.38

Carpenter
 (Heavy Highway) \$ 49.38

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter
 Categories \$ 32.81

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th	5th
\$ 23.73	\$ 27.86	\$ 29.93	\$ 32.00	\$ 33.13

Supplemental Benefits
 Per Hour:

All Terms: \$ 18.10

4-Reg.Council Nass/Suff

Carpenter - Building High Rise Concrete Form Work

06/01/2020

JOB DESCRIPTION Carpenter - Building High Rise Concrete Form Work

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Work performed beginning at the Intersection of the City Line & North Shore of Long Island, then running Southerly to the Southern State Pkwy, then East to Seaford Creek in Nassau County, then South to Atlantic Ocean, then West to Southern tip of Richmond County

WAGES

Per hour: 07/01/2019

Building High Rise:

Concrete Carpenter A	\$ 50.78
Concrete Carpenter B*	\$ 40.19

*NOTE: Tier B work excludes erection of decking, perimeter debris netting, leading edge work, self & climbing form systems and the installation of cocoon systems.

SUPPLEMENTAL BENEFITS

Per hour:

Concrete Carpenter A	\$ 43.29
Concrete Carpenter B	\$ 16.60

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

Concrete Carpenter Apprentices	1st \$ 17.52	2nd \$ 23.95	3rd \$ 30.53	4th \$ 38.15
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Supplemental benefits per hour:

Concrete Carpenter Apprentices	1st \$ 16.15	2nd \$ 16.28	3rd \$ 16.41	4th \$ 16.56
--------------------------------	-----------------	-----------------	-----------------	-----------------

8-NYC Bldg/212

Carpenter - Heavy&Highway

06/01/2020

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

WAGES

Per hour:

07/01/2019

Heavy&Highway Carpenter \$ 54.68

SUPPLEMENTAL BENEFITS

Per hour worked:

Heavy & Highway Carpenter \$ 51.58

OVERTIME PAY

See (B, E2, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Paid : for 1st & 2nd yr

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

REGISTERED APPRENTICES

Wage per hour:

One (1) year terms:

	1st	2nd	3rd	4th
Heavy & Highway	\$ 21.87	\$ 27.34	\$ 35.54	\$ 43.74

Supplemental Benefits:

Per Hour:

All terms \$ 33.97

8-NYC H/H

Electrician

06/01/2020

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2019

03/30/2020

Electrician Electrical Maintenance \$ 43.70 \$ 44.12

Traffic Signal \$ 44.60 \$ 45.05

"PLEASE NOTE"

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	12% of Hourly Wage Paid + \$18.52	12% of Hourly Wage Paid + \$18.60
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits:

	07/01/2019	03/30/2020
1st	3% + \$3.65	3% + \$3.65
2nd	8% + \$4.19	8% + \$4.19
3rd	9% + \$5.20	9% + \$5.20
4th	10% + \$ 6.96	10% + \$ 6.96
5th	11% + \$10.91	11% + \$10.91
6th	12% + \$14.01	12% + \$14.01

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

4-25m

Electrician

06/01/2020

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	3/29/2020
Tree Trimmer/Remover		
Line Clearance Specialist	\$ 34.71	\$ 35.75
Groundman*	\$20.83	\$ 21.45

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

* Note: Groundman Classification not to exceed 20% of the company workforce on Project.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	3/29/2020
Tree Trimmer	20.25% of Hourly	20.50% of Hourly
Line Clearance Specialist and Groundman	Wage Paid + \$10.57	Wage Paid + \$11.07

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

Electrician

06/01/2020

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	04/26/2020
Electrician/Wireman	\$ 53.00	\$ 54.00
HVAC Controls	53.00	54.00
Fire Alarms	53.00	54.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	04/26/2020
Electrician/Wireman (all categories)	16% of Hourly Wage Paid + \$ 27.52	16% of Hourly Wage Paid + \$ 29.16

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th	5th	6th
35%	35%	40%	45%	60%	75%

Supplemental Benefits Per Hour:

	07/01/2019	04/26/2020
1st	3% + \$5.15	3% + \$5.15
2nd	8% + \$6.32	8% + \$6.32
3rd	9% + \$7.45	9% + \$7.45
4th	10% + \$8.74	10% + \$8.74
5th	13% + \$10.97	13% + \$10.97
6th	14% + \$17.23	14% + \$17.23

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

4-25

Electrician

06/01/2020

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019
Electrician Pump & Tank	\$ 41.65

SUPPLEMENTAL BENEFITS

Per Hour:	
Electrician Pump & Tank	65.25% of *Wage Paid

*Wage Paid includes any and all Premiums

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st Term	\$ 12.50
2nd Term	\$ 14.58
3rd Term	\$ 16.66
4th Term	\$ 18.74
5th Term	\$ 24.99
6th Term	\$ 29.16

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	65.25% of *Wage Paid
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*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician

06/01/2020

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2019	04/25/2020
Telephone and Intergrated Tele-Data System Electrician	\$ 37.83	\$ 38.18

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

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data Electrician	16% of Hourly Wage Paid + \$19.16	16% of Hourly Wage Paid + \$19.85
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

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

HOLIDAY

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

4-25tela

Electrician Lineman

06/01/2020

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2019
Lineman/Splicer	\$ 57.41
Material Man	49.95
Heavy Equip. Operator	45.93
Groundman	34.45

Flagman 25.83

For Natural Gasline Construction:

Per Hour:	07/01/2019	06/07/2020
Journeyman U.G.Mech.	\$ 48.52	\$50.10

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Utility Distribution & Transmission Line Construction:

07/01/2019

All Classifications 32% of Hourly
 Wage Paid +
 \$ 13.09

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

Natural Gasline Construction:

Per Hour:	07/01/2019	06/07/2020
Journeyman U.G.Mech.	27.5% of Hourly Wage Paid + \$13.94	28% of Hourly Wage Paid + \$14.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage.
 (Lineman Only)

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

SUPPLEMENTAL BENEFIT: 07/01/2019

All Terms 31% of Hourly
 Wage Paid +
 \$13.09

4-1049 Line/Gas

Elevator Constructor

06/01/2020

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:	07/01/2019	03/17/2020
Elevator Constructor	\$ 66.95	\$ 69.56

Modernization & Service/Repair \$ 52.44 \$ 54.56

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 40.93 \$ 41.92

Modernization & Service/Repairs \$ 39.90 \$ 40.86

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES PER HOUR:

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

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

1 YEAR TERMS:

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

SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 32.72	\$ 33.38
2nd Term	33.51	34.20
3rd Term	34.80	35.55
4th Term	36.09	36.89

Modernization & Service/Repair

1st Term	\$ 32.66	\$ 33.33
2nd Term	33.13	33.82
3rd Term	34.36	35.09
4th Term	35.58	36.36

4-1

Glazier

06/01/2020

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 7/01/2019

Glazier	\$ 56.25
*Scaffolding	57.25
Glass Tinting & Window Film	28.74
**Repair & Maintenance	28.74

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

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2019

Journeyworker	\$ 33.39
Glass tinting &	19.39

Window Film
 Repair & Maintenance 19.39

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
 For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only
 Paid: See(5, 6, 16, 25)
 Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage rates:
 7/01/2019

1st term	\$ 19.44
2nd term	27.59
3rd term	33.35
4th term	44.77

Supplemental Benefits:

(Per hour)	
1st term	\$ 15.86
2nd term	22.12
3rd term	24.41
4th term	28.76

8-1087 (DC9 NYC)

Insulator - Heat & Frost

06/01/2020

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019 01/01/2020

Insulators		
Heat & Frost	\$ 67.86	\$ 69.01

SUPPLEMENTAL BENEFITS

Per Hour:		
Insulators	\$ 34.06	\$ 34.16
Heat & Frost		

OVERTIME PAY

See (*C, **O, V) on OVERTIME PAGE

* 8th Hour paid at time and one half
 ** Triple time for Labor Day (If worked)

HOLIDAY

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

REGISTERED APPRENTICES

Wages:
 1 year terms Per Hour:

Hired prior to 8/21/2017

	1st	2nd	3rd	4th
7/1/2019	\$27.14	\$33.93	\$41.40	\$51.76

Hired after 8/21/2017

7/1/2019	\$24.16	\$31.06	\$37.95	\$44.85
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Supplemental Benefits:

Hired prior to 8/21/2017				
7/1/2019	\$13.62	\$17.03	\$20.54	\$25.62
Hired after 8/21/2017				
7/1/2019	\$11.96	\$15.37	\$18.79	\$22.24

4-12

Ironworker

06/01/2020

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Ironworker Rigger \$ 62.84

Ironworker Stone
 Derrickman \$ 62.84

SUPPLEMENTAL BENEFITS

Per hour: \$ 39.79

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 (18) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wage per hour:

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

	1st	2nd	3rd	4th	5th	6th
07/01/2018	\$31.42	\$31.42	\$44.54	\$43.07	\$54.41	\$54.41

Supplemental benefits:

Per hour:	\$19.97	\$19.97	\$30.02	\$30.02	\$30.02	\$30.02
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9-197D/R

Ironworker

06/01/2020

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019 01/01/2020

Ornamental \$ 45.15 \$ 45.40

Chain Link Fence \$ 45.15 \$ 45.40

Guide Rail \$ 45.15 \$ 45.40

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker: \$ 56.05 \$ 57.05

OVERTIME PAY

See (B, B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:

(1/2) year terms at the following percentage of Journeyman's wage.

4th 5th
 70% 80%

Supplemental Benefits per hour:

4th Term	\$ 48.15	\$ 49.00
5th Term	50.78	51.68

Apprentices Hired after 9/1/18:
 1 year terms

1st Term	\$ 20.663	\$ 21.13
2nd Term	24.22	24.77
3rd Term	TBD	36.32
4th Term	TBD	TBD

Supplemental Benefits per hour:

1st Term	\$ 17.89	\$ 17.89
2nd Term	19.14	19.14
3rd Term	TBD	51.68
4th Term	TBD	TBD

4-580-Or

Ironworker

06/01/2020

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2019	01/01/2020
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Ironworker:

Structural	\$ 51.45	\$ 51.95
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR:

Journeyman	\$ 78.43	\$ 80.35
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OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$26.82	\$27.07
2nd	\$27.42	\$27.67
3rd - 6th	\$28.03	\$28.28

Supplemental Benefits

PER HOUR:

All Terms	\$54.54	\$55.38
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4-40/361-Str

Ironworker

06/01/2020

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2019

Reinforcing & Metal Lathing \$ 56.23

"Base" Wage \$ 54.65
 plus \$ 1.58

"Base" Wage is used to calculate overtime hours only.

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing \$ 35.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 41.55
 Double Time \$ 47.80

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 26.38	\$ 30.38	\$ 35.38	\$ 37.38

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 15.37	\$ 17.37	\$ 19.33	\$ 20.33

4-46Reinf

Laborer - Building

06/01/2020

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

WAGES
 Per Hour: 07/01/2019

Building Laborer \$ 39.40

Asbestos Abatement Workers 36.00
 (Re-Roofing Removal see Roofer)

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer \$ 29.56
 Asbestos Abatement Worker 16.45

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

See also(H)for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 25) on HOLIDAY PAGE
 Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES

Regular Hours Work Terms
 Term #1 1 hr to 1000hrs
 Term #2 1001hrs to 2000hrs
 Term #3 2001hrs to 3000hrs
 Term #4 3001hrs to 4000hrs

Wages per hour:

1st Term	\$ 17.46
2nd Term	20.55
3rd Term	25.43
4th Term	30.41

Benefits per hour

1st Term	\$ 19.65
2nd Term	22.44
3rd Term	22.44
4th Term	22.44

4-66

Laborer - Heavy&Highway

06/01/2020

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2019	06/01/2020
GROUP # 1		
Total Wage Paid	\$ 52.89	Additional
"Base Wage"	\$ 45.84	\$ 3.36
GROUP # 2		
Total Wage Paid	\$ 51.43	Additional
"Base Wage"	\$ 44.48	\$ 3.30
GROUP # 3		
Total Wage Paid	\$ 47.40	Additional
"Base Wage"	\$ 40.35	\$ 3.14

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$7.05 is difference between "Base" and "Total"

SUPPLEMENTAL BENEFITS

Per Hour:
 ALL GROUPS \$ 30.86

After Forty (40)paid hours in a work week
 OVERTIME PAY \$ 19.29

OVERTIME PAY

OVERTIME PAY
 See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY
 Example Group# 3: \$40.35 X Time and One Half = \$60.52 + \$7.05 = \$67.57

Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.
 Hazardous Material Work add an Additional 10% of base wage

HOLIDAY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour(s) Terms at the following Percentage of the "Base Wage" except
 4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	\$ 30.86
After Forty(40) paid hours in a work Week	\$ 19.29

4-1298

Mason

06/01/2020

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	07/01/2020
Brick/Blocklayer	\$ 61.82	Additional \$ 1.36

SUPPLEMENTAL BENEFITS

Per Hour:	
Brick/Block Layer	\$ 27.80

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

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

Supplemental Benefits per hour:

All Apprentices	\$ 18.95
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4-1Brk

Mason - Building

06/01/2020

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/02/2019	06/01/2020
Tile Setters	\$ 58.95	\$ 59.57	Additional \$0.88

SUPPLEMENTAL BENEFITS

Per Hour:		
	\$ 24.56*	\$ 24.71*
	+ \$9.34	+ \$9.45

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

OVERTIME PAY

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

Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2019	\$19.73	\$24.39	\$31.20	\$35.85	\$39.19	\$42.34	\$45.70	\$50.35	\$53.02	\$56.68
12/02/2019	\$20.05	\$24.75	\$31.64	\$36.35	\$39.72	\$42.92	\$46.32	\$51.03	\$53.63	\$57.38

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.06*	\$15.06*	\$16.06*	\$17.56*	\$18.56*	\$18.56*	\$16.56*	\$21.81*
+\$0.65	+\$0.70	+\$0.80	+\$0.84	+\$1.22	+\$1.27	+\$1.62	+\$1.66	+\$5.88	+\$6.31

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

9-7/52A

Mason - Building

06/01/2020

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building:

	07/01/2019	01/01/2020	06/01/2020 Additional \$0.95
Wages per hour:			
Mosaic & Terrazzo Mechanic	\$56.41	\$ 56.81	
Mosaic & Terrazzo Finisher	\$54.81	\$ 55.21	

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 25.11*	\$25.36*
	+ \$11.13	+ \$11.41
Mosaic & Terrazzo Finisher	\$ 25.11*	\$ 25.36*
	+ \$11.11	+ \$11.39

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.60 from hourly wages before calculating overtime.

HOLIDAY

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

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

REGISTERED APPRENTICES

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

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2019	\$25.09	\$27.61	\$30.13	\$32.63	\$35.14	\$37.65	\$42.67	\$47.71

Supplemental benefits per hour:

07/01/2019	\$ 12.69* +\$9.01	\$ 13.95* +\$9.91	\$ 15.22* +\$10.80	\$ 16.49* +\$11.71	\$ 17.76* +\$12.61	\$ 19.02* +\$13.51	\$ 21.56* +\$15.31	\$ 24.04* +\$17.10
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Apprentices hired after 07/01/2017:
 Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2019	\$21.99	\$22.60	\$30.13	\$35.14	\$40.16	\$45.17

Supplemental Benefits per hour:

07/01/2019	1st \$4.46* +\$6.30	2nd \$11.41* +\$8.01	3rd \$15.22* +\$10.80	4th \$17.76* +\$12.61	5th \$20.29* +\$14.41	6th \$22.83* +\$16.22
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*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

Mason - Building

06/01/2020

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2019 01/01/2020 07/01/2020

Building-Marble Restoration:

Additional
\$1.10

Marble, Stone &
Terrazzo Polisher, etc \$ 42.81

\$ 43.82

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker:

Building-Marble Restoration:

Marble, Stone &
Polisher \$ 28.06

\$ 28.15

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 term at the following wage:

1st 1-	2nd 901-	3rd 1801-	4th 2701
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	900	1800	2700	
07/01/2019	\$29.91	\$34.21	\$38.51	\$42.81
01/01/2020	\$30.68	\$35.05	\$39.43	\$43.82
Supplemental Benefits Per Hour:				
07/01/2019	\$ 25.52	\$ 26.37	\$ 27.21	\$ 28.06
01/01/2020	\$ 25.52	\$ 26.41	\$ 27.28	\$ 28.15

9-7/24-MP

Mason - Building

06/01/2020

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:	07/01/2019	12/30/2019	06/29/2020
			Additional
Marble Cutters & Setters	\$ 59.44	\$ 59.76	\$0.95

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 36.73	\$36.88
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OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500	
07/01/2019	\$23.72	\$26.69	\$29.66	\$32.65	\$36.21	\$38.59	\$41.56	\$44.55	\$50.50	\$56.47
12/30/2019	\$23.91	\$26.88	\$29.86	\$32.88	\$35.85	\$38.83	\$41.81	\$44.83	\$50.78	\$56.78

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$19.94	\$21.36	\$22.79	\$24.17	\$25.59	\$27.01	\$28.43	\$29.82	\$32.66	\$35.46

9-7/4

Mason - Building

06/01/2020

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2019	12/02/2019	06/01/2020
			Additional
Tile Finisher	\$ 45.54	\$ 45.96	\$0.72

SUPPLEMENTAL BENEFITS

Per Hour:

	\$ 21.26*	\$ 21.46*
	+ \$9.17	+ \$9.28

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

OVERTIME PAY

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

Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

HOLIDAY

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

9-7/88A-tf

Mason - Building

06/01/2020

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2019	01/01/2020	07/01/2020
Marble, Stone, etc.			Additional
Maintenance Finishers:	\$ 24.31	\$ 24.98	\$0.67

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc		
Maintenance Finishers:	\$ 13.72	\$ 13.73

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

	07/01/2019	01/01/2020
0-750	\$16.97	\$17.49
751-1500	\$17.95	\$18.84
1501-2250	\$18.93	\$19.49
2251-3000	\$19.90	\$20.48
3001-3750	\$21.38	\$21.98
3751-4500	\$23.33	\$23.98
4501+	\$24.31	\$24.98

Supplemental Benefits:

Per hour:

0-750	\$ 13.65	\$13.61
751-1500	\$ 13.66	\$13.63
1501-2250	\$ 13.67	\$13.64
2251-3000	\$ 13.68	\$13.66
3001-3750	\$ 13.69	\$13.68
3751-4500	\$ 13.71	\$13.71

4501+ \$ 13.72 \$13.73 9-7/24M-MF

Mason - Building / Heavy&Highway **06/01/2020**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 9**

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

WAGES

Per hour:	07/01/2019	12/30/2019	06/29/2020
Marble-Finisher	\$ 47.41	\$ 47.68	Additional \$0.60

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher	\$ 34.49	\$ 34.63
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OVERTIME PAY
 See (B, E, Q, V) on OVERTIME PAGE

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

* Work beyond 8 hours on a Saturday shall be paid at double the rate.
 ** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway **06/01/2020**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 4**

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

WAGES

Per Hour:	07/01/2019
Cement Mason	\$ 51.97

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason	\$ 33.71
Overtime Rate*	\$ 54.42

OVERTIME PAY
 See (*B1, Q, V) on OVERTIME PAGE

* Applies to 9th and 10th hours and up to the 10th hour on Saturday

HOLIDAY
 Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 13, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
 (1) year terms at the following Percentage of Journeyworkers Wage.

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	\$ 16.86	OT Rate \$ 27.22
2nd Term	\$ 20.23	OT Rate \$ 32.66
3rd Term	\$ 23.60	OT Rate \$ 38.10

4-780

Mason - Building / Heavy&Highway **06/01/2020**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 4**

ENTIRE COUNTIES

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

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks) Marble and Granite pavers 2'x 2' or larger.

Per Hour:

07/01/2019

Stone Setter \$ 64.42

Stone Tender \$ 44.89

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 33.30

Stone Tender \$ 19.40

OVERTIME PAY

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

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

1st	2nd	3rd	4th	5th	6th
50%	60%	70%	80%	90%	100%

Supplemental Benefits:
 All Apprentices \$ 20.44

4-1Stn

Mason - Heavy&Highway

06/01/2020

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019

Pointer, Caulkers & Cleaners \$ 53.67

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 27.14

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

1st	2nd	3rd	4th
\$ 26.36	\$ 29.42	\$ 34.80	\$ 41.93

Apprentices Supplemental Benefits:
 (per hour paid)

	\$ 14.30	\$ 18.24	\$ 20.99	\$ 21.99
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4-1PCC

Operating Engineer - Building

06/01/2020

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS "AA" CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":

Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct.Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":

Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

	07/01/2019	6/01/2020 Additional
Class "AA"	\$ 75.40	\$ 3.50
Cranes: Boom length over 100 feet add \$ 1.00		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	62.53	3.10
Add \$3.50 for Hazardous Waste Work		
Class "B"	59.27	2.99
Add \$2.50 for Hazardous Waste Work		
Class "C"	57.09	2.93
Add \$1.50 for Hazardous Waste Work		

Class "D"	42.98	2.50
Add \$1.00 for Hazardous Waste Work		
Class "E"	41.03	2.44

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes	\$ 38.10
Overtime Rate	32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

"NOTE" Employee must be Employed day before
 and day after Holiday to receive Holiday Pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 21.94	\$1.13
2nd Term	22.80	1.15
3rd Term	23.48	1.17

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway

06/01/2020

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019	08/01/2019	08/01/2020
Well Driller	\$ 37.33	\$ 38.40	Additional 3%
Well Driller Helper	32.49	33.42	3%
Hazardous Waste Differential Added to Hourly Wage:			
Level A	\$ 3.00	\$3.00	
Level B	2.00	2.00	
Level C	1.00	1.00	

Monitoring Well Work

Add to Hourly Wage:

Level A	\$ 3.00	\$3.00
Level B	2.00	2.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019	08/01/2019
Well Driller & Helper	10% of straight time rate plus \$ 12.20	10% of straight time rate plus \$ 12.25

Additional \$ 4.00 for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2019	08/01/2019
1st Term	\$ 21.94	\$ 21.94
2nd Term	22.80	22.80
3rd Term	23.48	23.48

SUPPLEMENTAL BENEFITS

Per Hour:

1st Term	10% of Wage + \$ 5.10
2nd Term	10% of Wage + \$ 5.60
3rd Term	10% of Wage + \$ 6.60

BENEFITS AT PREMIUM TIME

Per Hour:

1st Term	10% of Wage + \$ 5.85
2nd Term	10% of Wage + \$ 6.60
3rd Term	10% of Wage + \$ 8.10

4-138well

Operating Engineer - Heavy&Highway

06/01/2020

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":

ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveter-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom, Small Milling Machine, Vactor Truck/VacAll Truck.

CLASS "D":

Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":

Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

07/01/2019

6/01/2020

		Additional
Class "AA"	\$ 77.78	\$ 3.48
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " "	\$ 1.50 " "	
" " " 250 " "	\$ 2.00 " "	
" " " 350 " "	\$ 3.00 " "	
Class "A"	68.83*	3.22
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	64.30*	3.07
*Add \$2.50 for Hazardous Waste Work.		
Class "C"	62.00*	3.01
*Add \$1.50 for Hazardous Waste Work		
Class "D"	47.08*	2.56
*Add \$1.00 for Hazardous Waste Work		
Class "E"	45.00	2.50

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE
 D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES \$ 38.35

Note: OVERTIME AMOUNT 32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after
 a holiday to receive holiday pay.

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

		Additional
1st Term	\$ 28.00	\$ 1.31
2nd Term	22.80	1.34
3rd Term	23.48	1.37

SUPPLEMENTAL BENEFITS:

APPRENTICES 15.64

Note: Overtime Amount 5.60

Operating Engineer - Heavy&Highway

06/01/2020

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Party Chief - One who directs a survey party

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

Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2019

Heavy Highway/Building

Party Chief \$ 67.76

Instrument Man	51.66
Rodman	44.30

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building	\$ 34.23
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Premium*: Heavy Highway/Building	\$ 43.40
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Premium**: Heavy Highway/Building	\$ 52.56
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* Applies to instances where 1-1/2 regular rate are paid

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

OVERTIME PAY

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

* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

Operating Engineer - Marine Dredging

06/01/2020

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:	07/01/2019	10/01/2019
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 39.23	\$ 40.31
CLASS A2 Crane Operator (360 swing)	34.96	35.92
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	33.93	34.86
CLASS B2 Certified Welder	31.94	32.82
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.07	31.92
CLASS C2	30.06	30.89

Boat Operator

CLASS D	24.97	25.66
Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor		

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2019 \$11.23 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	10/01/2019 \$11.88 plus 7.5% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$10.93 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.63 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

06/01/2020

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour: 07/01/2019
 Survey Classifications

Party Chief	\$ 43.71
Instrument Man	36.43
Rodman	31.84

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 19.50

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
 *Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab

06/01/2020

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2019
(SEE)

Robotic Unit Operator

Operator(class D)

Technician/Boiler, Generator

Operator(classes C&D)

AM Liner/Hydra Seal

Laborer(Grp#3)

Hobas Pipe, Polyethylene Pipe or
Pull and Inflate Liner

Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter

06/01/2020

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2019

Brush

\$ 48.20*

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

48.20*

Spray & Scaffold

\$ 51.20*

Fire Escape

51.20*

Decorator

51.20*

Paperhanger/Wall Coverer

50.97*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2019

Paperhanger

\$ 29.47

All others

27.59

Premium

30.35**

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

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:

07/01/2019

Appr 1st term...

\$ 18.39*

Appr 2nd term...	24.02*
Appr 3rd term...	29.12*
Appr 4th term...	38.95*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	07/01/2019
Appr 1st term...	\$ 14.16
Appr 2nd term...	17.17
Appr 3rd term...	19.77
Appr 4th term...	24.91

8-NYDC9-B/S

Painter

06/01/2020

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

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

WAGES

Per hour:	07/01/2019
Drywall Taper	\$ 48.20*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2019
Journeyman	\$ 27.59

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:	07/01/2019
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1500 hour terms at the following wage rate:

1st term	\$ 18.39*
2nd term	\$ 24.02*
3rd term	\$ 29.12*
4th term	\$ 38.95*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 14.16
2nd year	\$ 17.17
3rd year	\$ 19.77
4th year	\$ 24.91

8-NYDCT9-DWT

Painter

06/01/2020

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, New York, Queens, Richmond

PARTIAL COUNTIES

Nassau: Atlantic Beach, Ceaderhurst, East Rockaway, 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 South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing 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 & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour: 07/01/2019
Drywall Taper \$ 53.98

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019
Journeyworker: \$ 20.95

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

12 month terms (year consists of 1500 hours).

07/01/2019
1st year \$ 20.63
2nd year \$ 32.43
3rd year \$ 43.21

Supplemental Benefits per hour:

One (1) year term at the following dollar amount:

1st term \$ 11.95
2nd term \$ 16.55
3rd term \$ 18.75

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel

06/01/2020

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:
STEEL:
Bridge Painting: 07/01/2019
\$ 49.50
+ 6.38*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker: 07/01/2019

\$ 9.50
 +26.05*

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

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2019
1st year	\$ 23.13
2nd year	34.73
3rd year	46.30

Supplemental Benefits - Per hour:

1st year	\$ 13.44
2nd year	20.16
3rd year	26.88

8-DC-9/806/155-BrSS

Painter - Line Striping

06/01/2020

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2019
Striping-Machine Operator*	\$ 29.93
Linerman Thermoplastic	\$ 36.06

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: 07/01/2019
 Journeyworker:

Striping-Machine operator	\$ 7.44
Linerman Thermoplastic	\$ 7.44

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

07/01/2019

1st term	\$ 11.97
2nd term	17.96
3rd term	23.94

Supplemental Benefits per hour:

1st term	\$ 7.44
2nd term	7.44
3rd term	7.44

8-1456-LS

Painter - Metal Polisher

06/01/2020

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2019
Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2019
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Journeyworker:

All classification	\$ 7.72
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OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2019
1st year	\$ 15.00
2nd year	15.00
3rd year	15.75
1st year*	\$ 17.39
2nd year*	17.44
3rd year*	18.29
1st year**	\$ 19.50
2nd year**	19.50
3rd year**	20.25

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 5.52
2nd year	5.52
3rd year	5.52

8-8A/28A-MP

Plasterer

06/01/2020

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

	07/01/2019	08/01/2019
--	------------	------------

Building:

Plasterer/Traditional &

\$ 45.58

\$ 50.73*

Spraying Fireproofing

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 26.27

\$ 22.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*When calculating overtime pay, subtract \$5.00 from wages.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

(per hour)

800 hours term:

	07/01/2019	08/01/2019
--	------------	------------

1st term

\$18.33

\$28.04

2nd term

\$20.62

\$30.59

3rd term

\$25.21

\$35.69

4th term

\$27.50

\$38.23

5th term

\$32.08

6th term

\$34.37

Supplemental Benefits:

(per hour):

(800) hours term:

	07/01/2019	08/01/2019
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1st term

\$ 13.88

\$ 14.27

2nd term

\$ 14.36

\$ 15.14

3rd term

\$ 16.44

\$ 16.89

4th term

\$ 17.53

\$ 17.76

5th term

\$ 19.72

6th term

\$ 20.81

9-262

Plumber

06/01/2020

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2019

5/01/2020

Plumber/

PUMP & TANK

\$ 44.99

\$ 45.49

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber

\$ 29.14

\$ 30.64

OVERTIME PAY

See (B, B2, E2, Q, *V) on OVERTIME PAGE

(V) For Sundays & Holidays if Worked Only

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the Following
 Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benefits Per Hour:

1st Term	\$17.22	\$18.72
2nd Term	\$17.86	\$19.36
3rd Term	\$18.68	\$20.18
4th Term	\$19.06	\$20.56
5th Term	\$22.29	\$23.79

4-200 Pump & Tank

Plumber

06/01/2020

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2019 11/01/2019 05/01/2020

Plumber \$ 52.48 \$ 52.48 \$ 52.48

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber \$ 41.98 \$ 42.98 \$ 43.98

OVERTIME PAY

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

CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st Term	2nd Term	3rd Term	4th Term	5th Term
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2019	11/01/2019	05/01/2020
1st Term	\$ 29.46	\$ 30.46	\$ 31.96
2nd Term	31.77	32.77	34.27
3rd Term	33.14	34.14	35.64
4th Term	34.63	35.61	37.13
5th Term	36.21	37.21	38.71

4-200

Plumber

06/01/2020

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

	07/01/2019	5/01/2020
Plumber		
MAINTENANCE ONLY	\$ 34.24	\$ 34.74

Maintenance: Correction of problem(s)with the existing fixture or group of fixtures, preventive repairs or servicing of said fixtures

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber		
Maintenance	\$ 20.86	\$ 22.36

OVERTIME PAY

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

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

4-200 Maintance

Roofer **06/01/2020**

JOB DESCRIPTION Roofer **DISTRICT 4**

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour	07/01/2019	05/01/2020
ROOFER/Waterproofer		Additional

Total Wage to be Paid	\$ 45.00	\$ 1.50
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"Base" Wage 41.00**

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofer	\$ 33.12
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OVERTIME PAY

Per Hour:

NEW ROOF SEE (B,E,Q)
 RE-ROOF SEE (B,E,E2,Q)

NOTE:** Overtime Pay to be calculated on "BASE" Wage then add \$4.00.
 (Example: \$41.00 x time and one half = \$61.50 + \$4.00 = \$65.50)

HOLIDAY

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

REGISTERED APPRENTICES

(1) Year terms at the following Percentage of Roofers/Waterproofers Wage.

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

07/01/2018

1st Term	\$ 9.18
2nd Term	11.35
3rd Term	23.39
4th Term	26.65

4-154

Sheetmetal Worker **06/01/2020**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2019
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Sign Erector \$ 50.45

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Sign Erector \$ 46.66

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$13.11	\$14.85	\$16.59	\$18.34	\$25.56	\$27.80	\$30.76	\$33.07	\$35.36	\$37.65

4-137-SE

Sheetmetal Worker

06/01/2020

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019 08/01/2019

Sheetmetal Worker	\$ 54.97	\$ 56.61
Temporary Operation or Maintenance of Fans	44.94	46.49

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker	\$ 47.54	\$ 47.90
Maintenance Worker	47.54	47.90

OVERTIME PAY

See (B, E, E2, Q, V) on OVERTIME PAGE
 For Maintenance See Codes B,E, Q & V

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	\$ 19.28	\$ 19.85
3rd & 4th Term	24.77	25.51
5th & 6th Term	30.27	31.17
7th & 8th Term	38.51	36.66
9th Term	44.00	45.31

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 18.05	\$ 17.63
3rd & 4th Term	24.03	24.19
5th & 6th Term	28.30	28.51
7th & 8th Term	34.72	34.97
9th Term	39.01	39.30

4-28

Steamfitter

06/01/2020

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019 01/01/2020

AC Service/Heat Service \$ 41.75 \$ 42.60

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
 Refrigeration Compressor installation. (Not to exceed 5 Hp.)
 Air Condition / Heating Compressor installation up to 15hp (Not to exceed 15 tons on any job).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service \$ 17.06 \$ 17.96

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 20.22	\$ 20.63
2nd Term	24.39	24.89
3rd Term	28.42	29.00
4th Term	34.31	35.01

Benefits per hour:

1st Term	\$ 11.61	12.13
2nd Term	12.65	13.25
3rd Term	13.76	14.43
4th Term	15.25	16.02

4-638B-StmFtrRef

Steamfitter

06/01/2020

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2019 01/01/2020

Sprinkler/Steam Fitter \$ 64.56 \$ 65.01

Temporary Heat & AC Fitter \$ 49.08 \$ 49.42

Note: Add 15% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter	\$ 50.43	\$ 50.94
Temporary Heat & AC Fitter	41.36	41.79

Note: Add 15% to Hourly Benefit for "Contracting Agency" Mandated Off Shift Work.

OVERTIME PAY

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

(D*) For Temporary Heat & AC Fitter, on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00.

(V**) Benefit Amount to be paid:

Sprinkler/Steam	\$ 76.30	\$ 77.80
Temp Heat/AC	58.36	59.50

HOLIDAY

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

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
07/01/2019				
\$ 25.86	\$ 32.31	\$ 41.99	\$ 51.66	\$ 54.89
01/01/2020				
\$ 26.04	\$ 32.54	\$ 42.28	\$ 52.02	\$ 55.27

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
07/01/2019				
\$ 20.70	\$ 25.67	\$ 33.09	\$ 40.52	\$ 43.00
01/01/2020				
\$ 20.88	\$ 25.91	\$ 33.41	\$ 40.92	\$ 43.43

Premium Time Amounts:

07/01/2019				
\$ 30.52	\$ 38.16	\$ 49.60	\$ 61.04	\$ 64.86
01/01/2020				
\$ 31.12	\$ 38.92	\$ 50.58	\$ 62.24	\$ 66.14

4-638A-StmSpFtr

Teamster - Asphalt Delivery

06/01/2020

JOB DESCRIPTION Teamster - Asphalt Delivery

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

07/01/2019

Asphalt Delivery

\$ 37.545

Light Construction Work:

Shall include the supply of Asphalt for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots, Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Asphalt Delivery 07/01/2019
\$ 32.16

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work
TRUCK DRIVER

Asphalt Delivery 07/01/2019
\$ 46.6825

Light Construction Work
TRUCK DRIVER

Asphalt Delivery 07/01/2019
\$ 13.05

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T&*U) Apply to Heavy Construction.

Note: (B2,I,T&*U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building

06/01/2020

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

Trailers 07/01/2019
\$ 34.61
Straight Jobs \$ 34.31

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

07/01/2019
\$ 34.34

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

06/01/2020

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the supply of Ready-Mix Concrete for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools & Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Concrete Delivery 07/01/2019
 \$ 40.005

Light Construction Work:

Shall include the supply of Ready-Mix Concrete for construction of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

Concrete Delivery 07/01/2019
 \$ 36.005

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work 07/01/2019
 Concrete Delivery \$ 43.955

Light Construction Work 07/01/2019
 Concrete Delivery \$ 15.235

OVERTIME PAY

NOTE: Heavy Construction:B2,I
 Light Construction:B,E,P

HOLIDAY

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

NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway

06/01/2020

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

Site Excavating 07/01/2019
 (Chauffeurs) \$ 37.545

Light Construction Work:

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating 32.16
 (Chauffeurs)

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2019

Heavy Construction Work
 Chauffeurs \$ 46.6825

Light Construction Work
 Chauffeurs 13.05

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T & *U) Apply to Heavy Construction.

Note: (B2,I,T & *U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY

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

NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder

06/01/2020

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2019

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

Contracting Agency Architect or Engineering Firm Public Work District Office Date: _____

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

- | | |
|---|--|
| <input type="checkbox"/> 01 DOT | <input type="checkbox"/> 07 City |
| <input type="checkbox"/> 02 OGS | <input type="checkbox"/> 08 Local School District |
| <input type="checkbox"/> 03 Dormitory Authority | <input type="checkbox"/> 09 Special Local District, i.e.,
Fire, Sewer, Water District |
| <input type="checkbox"/> 04 State University
Construction Fund | <input type="checkbox"/> 10 Village |
| <input type="checkbox"/> 05 Mental Hygiene
Facilities Corp. | <input type="checkbox"/> 11 Town |
| <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT | <input type="checkbox"/> 12 County |
| | <input type="checkbox"/> 13 Other Non-N.Y. State
(Describe) |

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

Telephone:()

Fax: ()

E-Mail:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : _____

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____
Description of Work _____
Contract Identification Number _____
Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____
Route No/Street Address _____
Village or City _____
Town _____
County _____

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- | | |
|--|---|
| <input type="checkbox"/> Construction (Building, Heavy
Highway/Sewer/Water) | <input type="checkbox"/> Guards, Watchmen |
| <input type="checkbox"/> Tunnel | <input type="checkbox"/> Janitors, Porters, Cleaners,
Elevator Operators |
| <input type="checkbox"/> Residential | <input type="checkbox"/> Moving furniture and
equipment |
| <input type="checkbox"/> Landscape Maintenance | <input type="checkbox"/> Trash and refuse removal |
| <input type="checkbox"/> Elevator maintenance | <input type="checkbox"/> Window cleaners |
| <input type="checkbox"/> Exterminators, Fumigators | <input type="checkbox"/> Other (Describe) |
| <input type="checkbox"/> Fire Safety Director, NYC Only | |

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES NO

10. Name and Title of Requester

Signature



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

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

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

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

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

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 04/14/2020

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	****6046	ATLANTIC SUN CONTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022

NYS DOL Bureau of Public Work Debarment List 04/14/2020

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DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING. INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L. MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023

NYS DOL Bureau of Public Work Debarment List 04/14/2020

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DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020

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DOL	NYC	****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTION	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTION	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021

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DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296 EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296 EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302 STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021

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DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024

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DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC	****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024

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DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025

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DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****2117	SCOTT ELECTRICAL SERVICE, LLC.		201 HEMPSTEAD AVE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020

NYSDOL Bureau of Public Work Debarment List 04/14/2020

Article 8

DOL	DOL	****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWTALANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020

NYSDOL Bureau of Public Work Debarment List 04/14/2020

Article 8

DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

**INCORPORATED VILLAGE OF SEA CLIFF
MAINTENANCE IMPROVEMENTS PROMENADE RAILING**

BID SHEET

<u>Item</u>	<u>Unit of Measure</u>	<u>Quantity</u>	<u>Description</u>	<u>Unit Price/Lump Sum Bid in Both Words and Figures</u>	<u>Total Price Bid in Figures</u>
1A	LF	403	Provide all Labor, Equipment, and Materials to demolish existing promenade metal railing and furnish & install galvanized promenade railing as detailed on Newport Engineering, PC plan (C.100.00) and Associated Project Specifications.	_____ Dollars and _____ cents \$ _____	\$ _____
1B	LF	548	Provide all Labor, Equipment, and Materials to demolish existing promenade metal railing and furnish & install galvanized promenade railing, and (1) 8'-0" gate, as detailed on Newport Engineering, PC plan (C.100.00) and Associated Project Specifications.	_____ Dollars and _____ cents \$ _____	\$ _____

TOTAL AMOUNT OF BID

IN FIGURES:

IN WORDS:

Where the price in figures differs from the price in words, the price in words will be accepted as the amount bid and amounts computed and adjusted accordingly.

The OWNER reserves the right to omit or add to the construction or any portions of the work heretofore enumerated or shown on the plans without forfeiture of Contract for loss of anticipated profits or any other claims by the BIDDER on account of such omissions or additions.

PROPOSAL

CONTRACT NO: DPW-2020-006

For the: **CONTRACT FOR MAINTENANCE IMPROVEMENTS TO EXISTING VILLAGE OF SEA CLIFF PROMENADE RAILING- LOCATED IN THE VILLAGE OF SEA CLIFF, NASSAU COUNTY, NEW YORK**

made by

Name of Bidder: _____
(Individual, Firm or Corporation, as case may be)

IF BIDDER IS AN INDIVIDUAL, FILL IN THE FOLLOWING BLANKS:

Residence of Bidder: _____ Telephone: _____

Place of Business of Bidder: _____ Telephone: _____

IF BIDDER IS A FIRM, STATE HERE THE NAME AND RESIDENCE OF EACH MEMBER THEREOF:

Partner's Name	Residence
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING BLANKS:

Organized under the Laws of the State of: _____

Name and Address of President: _____

Name and Address of Secretary: _____

Name and Address of Treasurer: _____

NOTE: The Village of Sea Cliff reserves the right to increase or decrease the quantities shown on the Proposal.

DO NOT REMOVE ANY PAGES FROM THIS BOOK. IT MUST BE RETURNED INTACT.

NAME OF BIDDER: _____

The above named Bidder affirms and declares:

1. That said bidder is of lawful age and the only one interested in this bid; and that no person, firm, or corporation other than hereinabove named has any interest in this bid, or in the contract proposed to be entered into.
2. That this bid is made without any understanding, agreement or connection with any other person, firm, or corporation making a bid for the same material, supplies or equipment, and is in all respects fair and without collusion or fraud.
3. That said bidder is not in arrears to the County of Nassau or the Village of Sea Cliff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligations to said County or Village.
4. That he has carefully examined the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, and all difficulties likely to be encountered, the kind and extent of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
5. That bidder's main business office is located in either Nassau or Suffolk County.

The undersigned also declares that he has carefully examined and fully understands the Notice to Bidders, the Instructions to Bidders, Specifications, Plans, the Proposal and Form of Contract and he hereby proposes to furnish all the materials, adequate equipment, incidentals and sufficient labor and supervision to progressively do all the work required to construct, finish and complete within the time specified for the:

**CONTRACT FOR: MAINTENANCE IMPROVEMENTS TO EXISTING VILLAGE OF SEA
CLIFF PROMENADE RAILING CONTRACT NO. DPW-2020-006
LOCATED IN THE VILLAGE OF SEA CLIFF, L.I., NEW YORK**

and other incidental work included in this proposal, in accordance with the prices given below at his own proper cost and expense; and in a first class manner and in accordance with the Plans, Specifications, Notice to Bidders and Instructions to Bidders, all of which are a part of the contract to such extent as they relate to or govern the obligations herein proposed to be assumed and in accordance with the profiles, plans and specifications of the Engineer or such other drawings, detailed directions or instructions as he may from time to time give, at the following prices, viz;

On acceptance of this proposal for said work, the undersigned does or do hereby bind himself or themselves to enter into a written contract with the said Village of Sea Cliff, not later than seven (7) days from the date of award and in conformity with the Instructions to Bidders furnish the "security for the faithful performance" of the terms of the said contract and insurance as required, and to complete the work based on the following schedule;

In default of the performance of any of the conditions to be performed by the person or persons making this bid, the undersigned agrees that the certified check or bid bond which is herewith deposited with the Village of Sea Cliff shall be paid and delivered to the Village of Sea Cliff, as liquidated damages for such default or fraud. The certified checks or bid bonds of all but the three (3) lowest bidders will be returned within three (3) days of the opening of bids; the certified check or bid bond of the successful bidder will be retained until the filing and approval of a construction bond and until the completion of ten (10) percent of the work under the contract.

Legal name of person, firm or corporation making bid:

Name of Bidder: _____

By: _____

Title: _____

Village of Sea Cliff, New York

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

NON-COLLUSIVE BIDDING CERTIFICATION

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

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and,
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Signature of Bidder Date

NOTES:

- 1. Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm, who must sign his own name immediately thereunder, as: A. and B., by C. A., partner.
- 2. Where a bidder is a corporation, the bid must be signed in the name of the corporation by some duly authorized officer or agent thereof having knowledge of the matters stated in the bid, and such officer or agent shall also subscribe his own name, as: A. B. Company, by C. D., President; and the seal of the corporation must be affixed.
- 3. The bid must be sworn to by the person signing it, in one of the following forms:

FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL:

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

_____ being duly sworn, says:
 I am the person described in and who executed the foregoing bid and the several matters therein stated are in all respects true.

 (Signature of person who signed bid)

Subscribed and sworn to
 before me this _____
 day of _____
 20 _____

 Notary Public

FORM OF AFFIDAVIT WHERE BIDDER IS A PARTNERSHIP:

STATE OF NEW YORK)

: ss.:

COUNTY OF)

_____ being duly sworn, says:
I am a member of _____ the firm described in and
which executed the foregoing bid. I subscribed the name of the firm thereto on behalf of said firm,
and the several matters therein stated are in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to
before me this _____
day of _____
20 _____

Notary Public

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STATE OF NEW YORK, COUNTY OF NASSAU

VILLAGE OF SEA CLIFF

CONTRACT NO. DPW-2020-006

For the; **CONTRACT FOR MAINTENANCE IMPROVEMENTS TO EXISTING VILLAGE OF SEA CLIFF PROMENADE RAILING- LOCATED IN THE VILLAGE OF SEA CLIFF, L.I., NEW YORK**

THIS AGREEMENT, made and executed in triplicate this ____ day of _____, in the year two thousand and twenty, by and between the Village of Sea Cliff and Contractor.

WITNESSETH: In consideration of the mutual stipulations, agreements, and covenants herein contained, the parties hereto have agreed and hereby agree with each other, the party of the first part for itself, its successors and assigns, and the party of the second part, for itself or himself or themselves, and its successors and assigns, or his or their executors, Clerks and assigns, as follows:

ARTICLE 1. The Contractor shall do all the work and furnish all labor, materials, equipment, tools and appliances, except as hereinafter otherwise stated, that may be necessary and proper for performing and completing the work.

The Contractor further agrees that he is fully informed regarding all of the conditions affecting the work to be done and labor and materials to be furnished for the completion of this contract and that his information was secured by personal investigation and research and not from the estimates of the Engineer, and that he will make no claim against the Village of Sea Cliff, by reason of estimates, tests or representation of any officer or agent of said Village.

ARTICLE 2. Whenever the following words appear in this contract and specifications hereto attached:

County - The word "County" or pronouns used in place thereof shall mean the County of Nassau.

Village - The word "Village" or pronoun used in place thereof shall mean the Village of Sea Cliff and shall be deemed to include the officer or officers of the Village participating herein.

Village Clerk - The words "Village Clerk" or pronoun used in place thereof shall mean the Village Clerk of the Village of Sea Cliff.

Village Project Manager – The Words “Village Project Manager” or pronoun used in place thereof shall mean the Project Manager of the Village of Sea Cliff, acting directly or through authorized agent or agents.

Contractor - The word "Contractor" or pronoun used in place thereof shall mean the party of the second part of this agreement, and shall apply thereto regardless of number or gender.

Engineer - The word "Engineer" or pronoun used in place thereof shall mean the Engineer of the Village of Sea Cliff, acting directly or through authorized agent or agents.

Notice - The word "Notice" shall mean written notice. Notice shall be served upon the Contractor either personally or by leaving the said notice at his residence or with his agent in charge of the work, or with any employee found on the work, or addressed to the Contractor at the residence of place of business given in the bid and deposited in postpaid wrapper in any Post Office Box regularly maintained by the United States Government.

ARTICLE 3 GOVERNING LAW. This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from this Contract shall be heard in a court of competent jurisdiction in Nassau County, New York.

ARTICLE 4. SPECIAL CONDITIONS. The said work shall be performed in accordance with the true intent and meaning of the plans and specifications therefore, which together with the Proposal, Notice to Bidders and Instructions to Bidders are hereby referred to and made a part of this contract, without any further expense of any nature whatsoever to the Village, than the consideration named in this contract. The Village, however, reserves the right to make such additions, deductions, or changes, as it deems necessary, making an addition or deduction therefore at the prices named in the proposal for this work; and this contract shall in no way be invalidated thereby, and no claim shall be made by the Contractor for any loss of anticipated profits because of any such change, or by reason of any variation between the approximate quantities and the quantities of the work as done.

ARTICLE 5. It is further agreed that any material to be furnished or work necessary to be done other than that specified in this contract shall be covered by supplemental contract or resolution and that no claim will be made by the Contractor for any such work performed or material furnished before such supplemental contract shall have been approved or passed by the Village of Sea Cliff.

ARTICLE 6. DETERMINATION AND DECISIONS. The work under this contract shall be done to the satisfaction of the Village Clerk and his Engineer, and in full compliance with the plans and specifications therefore, and any amendments or additions thereto. Before final acceptance by the Village Clerk, all disputes as to such compliance must be adjusted, and the determination or decision of the Engineer with respect to such disputes shall be final. The making of such determination or decision shall be a condition precedent to recognition by the Village of any claim by the Contractor for payment for such disputed work or any portion thereof.

ARTICLE 7. ABANDONMENT OF WORK. It is mutually agreed that if the work to be done under this contract shall be abandoned, or if this contract or any part thereof shall be sublet without the consent of the Village of Sea Cliff and Village Clerk being first obtained in writing, or if this contract or any claim thereunder shall be assigned by the Contractor otherwise than herein specified, or if at any time the Engineer shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof is unnecessary or unreasonably delayed, or that the Contractor is violating any of the provisions of this contract, the Engineer, with the approval of the Village Clerk, without prejudice to any other rights or remedy of the Village Clerk shall notify the Contractor by a written notice to discontinue the work, or such part thereof, he shall thereupon cease to have any right of possession of the ground, and the Village Clerk shall thereupon have the right by contract or otherwise, as may be determined, to complete the work or such part thereof and to charge the expense thereof to the Contractor and take possession of and use therein such materials, plant and machinery, implements, and tools of

every description as may be found upon said work. The expense so charged shall be deducted and paid by the Village Clerk, out of the monies due or to become due the Contractor under this contract, or any part thereof; and in case such expense is more than the sum which would have been payable under this contract if the contract had been completed by the Contractor, the Contractor and his sureties shall pay the amount of such expense to the Village of Sea Cliff.

ARTICLE 8. REQUIRED BONDS: If required by the Village the Contractor shall procure and deliver to the Village, upon signing the Contract, and obtain at its own expense and without expense to the Village, the following bonds in the form annexed to the Contract. The amount of these bonds shall be equal to the base bid plus alternates chosen (if applicable). The form of all such bonds shall be as provided in this Contract, or as otherwise approved by the Village Attorney.

Performance Bond: A surety company performance bond in the form contained herein, approved by the Village, securing that the Contractor will perform the work in accordance with the terms of the Contract and with the plans and specifications, and that Contractor will commence and complete the Work within the time prescribed in the Contract, and that Contractor will provide against direct or indirect damages that shall be suffered or claimed on account of such construction or improvement during the time thereof, and until the Work is accepted by the Village.

Labor and Material Bond: A surety company bond in the form contained herein guaranteeing prompt payment of monies due all persons supplying the Contractor or a subcontractor with labor and materials employed and used in carrying out the Contract, which bond shall inure to the benefit of the persons supplying such labor and materials.

Maintenance Bond: A surety company bond in the form contained herein guaranteeing that the Contractor shall make all needed repairs on the Work as it progresses and guarantees all Work against defect of material or workmanship for a period of one (1) year from the date of final acceptance and shall make good to the Village at the Contractor's expense any such defects which shall appear within that period. Final acceptance shall be made on a per project basis during the course of the Contract.

ARTICLE 9. MACHINERY AND PLANT. The Contractor shall furnish at his own cost all transportation, apparatus, ways, works, machinery and plant and also suitable appliances requisite for the execution of this contract, and shall be solely answerable for the same, and for the safe, proper and lawful construction, maintenance and use thereof. The Contractor shall cover and protect the work from damage, and its injury to the same before completion of this contract and its acceptance by the Village Clerk, shall be made good by the Contractor who shall be solely answerable for all damages to the Village, to the neighboring premises, or to any private or personal property due to improper, illegal or negligent conduct of himself or his subcontractor, employees or agents in or about the said work, or in the execution of the work covered by this contract or any extra work undertaken, as hereinafter provided, or to any defect in or improper use of scaffolding, apparatus, ways, works, machinery and plant; and he shall assume the defense and save harmless the Village, its officers, or agents, from all claims whatsoever relating to labor or materials furnished for the work or to inventions, patents or patent rights used in the work or doing the work.

ARTICLE 10. PATENTED DEVICE, MATERIAL AND PROCESSES. It is mutually understood and agreed that contract prices are to include all royalties and costs arising from patents, trademarks, and copyrights in any way involved in the work. Whenever the Contractor is required

or desires to use any design, device, material or process covered by letters, patent or copyrights, the Contractor shall indemnify and save harmless the Village, from any and all claims for infringement by reason of the use of any such patented design, device, materials or process, to be performed under the contract, and shall indemnify the said Village, for any costs, expenses and damages which it may be obliged to pay, by reason of any infringement at any time during the prosecution or after the completion of the work.

ARTICLE 11. SUITS AT LAW. In case any action at law or suit in equity may or shall be brought against the Village of any of its officers or agents for or on account of the failure, omission or neglect of the Contractor, or, when authorized, his subcontractor or his employees or agents, to do or perform any of the covenants, acts, matters or things by this contract undertaken to be done or performed by the Contractor or his subcontractor, or his employees or agents, or from any injury done to property or persons and caused by negligence or alleged negligence of the Contractor or his subcontractor or his employees or agents, then the Contractor shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions or suits had been brought directly against the Contractor, and the Contractor shall also indemnify and save harmless the Village, its officers and agents, from any and all loss, cost or damage whatever arising out of such actions or suits, in like manner and to all intents and purposes as if said actions or suits had been brought directly against the Contractor; and the Contractor shall also indemnify and save harmless the Village, its officers and agents, from any or all loss, cost of damage whatever brought as aforesaid.

ARTICLE 12. NOTICE OF ENGINEER, TIME OF START OR COMPLETION. The Contractor further agrees that he will begin work within ten (10) days after he is directed to do so by written notice from the Engineer unless the consent of the Engineer is given in writing to begin work at a later date, and that he will prosecute the same continuously in a thorough and workmanlike manner so that it shall be entirely completed and performed within 90 calendar days from the date of said notice. The Engineer shall be the sole judge as to whether the work hereunder has been completed within the time stipulated. The Contractor agrees to notify the Engineer not less than three (3) days in advance of actual operations.

ARTICLE 13. EXTENSION OF TIME. It is mutually agreed that no extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Engineer and approved by the Village Clerk. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Village Clerk, which may include a charge for engineering and inspection expenses actually incurred upon the work. Application for such extension shall be filed by the Contractor with the Engineer at least fifteen (15) days prior to the date of expiration fixed by the terms of this agreement.

ARTICLE 14. LIQUIDATED DAMAGES. It is mutually agreed between the parties that time is the essence of this contract, and that there will be, on the part of the Village, considerable monetary damage in the event of any delay in the completion of the same. For each calendar day that any work shall remain uncompleted after the contract date specified for the completion of the work provided for in the contract, the amount per calendar day specified in Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however, that due amount shall be taken of any adjustment of the contract time for completion of the work as provided for elsewhere in the specifications.

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Village any of its rights under the contract.

The Village may waive such portions of the liquidated damages as may accrue if it deems the work is in such condition as to be safe and convenient for use by the traveling public.

The assessing of liquidated damages shall be in addition to engineering charges as provided for in Article 11, Extension of Time, of these specifications.

Schedule of Liquidated Damages

<u>Original Contract Amount</u>		<u>Liquidated Damages</u>
<u>From More Than</u>	<u>To and Including</u>	<u>Per Calendar Day</u>
\$ 0	\$ 5,000	\$ 50
25,000	50,000	75
50,000	100,000	200
100,000	500,000	300
500,000	2,000,000	500
2,000,000	5,000,000	600
5,000,000	10,000,000	800
10,000,000	-	1,000

The Village agrees that the date when such liquidated damages shall cease to accrue shall be the date of completion as certified to by the Engineer. When work is stopped by order of the Engineer during the winter, the liquidated damages will be waived for the period until work may be resumed in the following spring.

ARTICLE 15. INSURANCE

1. Before performing any work on the contract, the Contractor shall procure and maintain Workers Compensation Insurance in accordance with the Laws of the State of New York. Two certificates of such insurance must be furnished.

2. The Contractor shall also procure before commencing work at the site of the work and maintain during the life of the contract, such Public Liability and Property Damage Insurance as shall protect him and his subcontractors performing work at the site from claims for damages for bodily injury, including death, as well as from claims for damages to property damage which may arise from operations under the contract, whether such operations be by himself or by any subcontractor or anyone directly or indirectly employed by either of them. Public Liability limits of not less than \$1,000,000.00 for injuries including accidental death to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000.00 on account of one accident. Property Damage limits of not less than \$1,000,000.00.

3. The Contractor must also furnish, in the name of the Village of Sea Cliff, Contingent Liability and Contingent Property Damage Insurance policies to protect the Village of Sea

Cliff against claims arising from the operations of the Contractor and his subcontractors, in the same amounts as required for Public Liability and Property Damage.

4. The Contractor must furnish, in the name of the Village, Protective Liability and Property Damage Insurance policies to protect the Village against claims for property damage and for personal injuries, including accidental death, arising from the operations of the Contractor and his subcontractors, in the same amounts as required for Public Liability and Property Damage.
5. The Contractor must furnish, in the name of the Village, Automobile and Truck Insurance policies, in the same amounts as required for Public Liability and Property Damage, to protect the Village against liability and property damage claims arising from the operation of his vehicles.

Two certificates of all insurance must be furnished.

6. The Contractor shall furnish all insurance required by any agency from which he or the Village must obtain permits in order to perform the work under this contract.
7. The Policies shall contain a provision that modification, cancellation or non-renewal shall be effective only upon thirty (30) days prior written notice by certified mail to the Village Clerk's Office.

ARTICLE 16. ARREARS TO COUNTY, SECTION 2206 COUNTY CHARTER. The Contractor warrants that he is not in arrears to the County or Village, upon debt or contract, and that he is not a defaulter, as surety, Contractor or otherwise.

ARTICLE 17. WORKERS COMPENSATION LAW. Pursuant to the provisions of Chapter Four Hundred and Seventy-Eight of the Laws of Nineteen Hundred Sixteen or amendments thereto, this contract shall be void and of no effect unless the party of the second part shall secure compensation for the benefit of, and keep insured during the life of this contract, such employees as are required to be insured by the provisions of Chapter Forty-One of the Laws of Nineteen Hundred Fourteen and acts amendatory thereto, known as the "Workers Compensation Law".

ARTICLE 18. LABOR LAW ARTICLE 8 AND ARTICLE 9 PROVISIONS

Attention is directed to the provisions of the Labor Law of the State of New York, applicable to the employment of Labor at the site of the project, all of which shall be conformed to by the Contractor.

PREVAILING WAGE RATES – PUBLIC WORKS AND BUILDING SERVICE CONTRACTS

The following shall apply:

a. "Public Works" and "Building Services" – Definitions

- i. **Public Works** - Labor Law Article 8 applies to contracts for public improvements in which laborers, workers or mechanics are employed on a public works project. The wage and hours provision applies to any work performed by Contractors or

subcontractors.

ii. Building Services – Labor Law Article 9 applies to contracts for building service work in excess of \$1,500 with a public agency, that (i) involves the care or maintenance of an existing building, or (ii) involves the transportation of office furniture or equipment to or from such building, or (iii) involves the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

b. Prevailing Wage Rates – Every laborer, worker or mechanic employed by the Contractor or a subcontractor shall be paid not less than the prevailing rate of wages at the time the work is performed as provided for by the Labor Law of the State New York. A copy of the current applicable prevailing wage rates to be paid or provided is annexed to the Bid Documents. The Contractor acknowledges that the bid was based on payment of the prevailing hourly wages, and supplements in case or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed.

It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to classes of individuals supplied by the Contractor on any work resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable and must pay such required prevailing wage adjustments during the Contract term as required by law.

If the Village orders the Contractor to perform extra or additional work which may make it necessary for Contractor or any subcontractor under this Contract to employ in the performance of such work any person in a trade or occupation for which no minimum wage rate is herein specified, the Village will include in the Contract order for such extra or additional work a minimum wage rate for such trade or occupation, and insofar as such extra work or additional work is concerned, there shall be paid each employee engage in work in such trade or occupation not less than the wage rate so included.

c. Public posting, Certified Payroll Records and Hours – In compliance with Article 8, Section 220 of the New York State Labor Law:

i. Posting. The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements showing all determined minimum wage rates as specified in the Contract to be paid for the various classes of laborers, working men or mechanics employed on the work, and showing all authorized deductions, if any, from unpaid wages actually earned.

ii. Payroll Records. Contractors and subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. Where Contractor or a subcontractor maintains no regular place of business in New York State and where the amount of the Contract is not in excess of \$25,000, Contractor shall keep original payrolls or verified transcripts thereof showing the hours and days worked by each laborer, workman or mechanic, the occupation at which he worked and the hourly wage rate paid, on the site of the work. Where Contractor or

subcontractor maintains a regular place of business in the State, or the amount of the contract is not in excess of \$25,000, he shall produce, within five (5) days on the site of the work and upon formal order of the Commissioner of Labor or his designated representatives, such original payrolls or verified transcripts thereof, as may be deemed necessary to adequately enforce the provisions of Article 8 of the Labor Law of the State of New York, as amended by Chapter 750 of the Laws of 1956, and as may amended from time to time.

The Village may, and on the written request of any interested person shall, require the Contractor or any subcontractor or other person performing any work contemplated by this Contract or any extra work, to file a schedule of the wages to be paid to such laborers, workmen, or mechanics; and such Contractor, subcontractor, or other person shall, within ten (10) days after the receipt of written notice of such requirement, file with the State Comptroller such schedule of wages.

Contractor and each subcontractor or other person doing, or contracting to do, the whole or any part of the work contemplated by the Contract shall pay each and every one of his employees engaged in such work or any part thereof, the full and proper wage without any deduction or kick-back whatsoever, except such deductions as are made mandatory by law.

Upon demand of the Industrial Commissioner of the State of New York, Contractor shall furnish a list of the names and addresses of all his subcontractors. Contractor and each subcontractor shall keep a list of his employees, stating whether they are citizens of the State of New York, native-born citizens or naturalized citizens and, in case of naturalization, the date thereof, and the name of the Court in which granted. In the case of any subcontractor who is not a citizen, Contractor shall maintain documentation that such person is lawfully permitted to perform the work, labor, services or material provided by the subcontractor.

The foregoing is required by Section 222 of the Labor Law of the State of New York, and if such section is not complied with in any respect, this Contract shall be void.

iii. Statements Showing Amounts Due for Wages – Before payment is made by or on behalf of the Village to the Contractor of any sum or sums due on account of this Contract or for extra work, the Contractor, and every subcontractor, shall file with the Village a statement in writing in a form satisfactory to the Village certifying to the amounts then due and owing from Contractor or subcontractor, filing such statements to any and all laborers for daily or weekly wages on account of labor performed upon the work under this Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement so filed shall be verified by the oath of Contractor or subcontractor, as the case may be, that he has read such statement subscribed by him and knows the contents thereof, and that the same is true to his own knowledge.

iv. Records Retention – Contractors and subcontractors must preserve certified transcripts for a period of three (3) years from the date of completion of work on the Contract.

v. Hours/Day's Labor - Eight (8) hours shall constitute a legal day's work for all classes of employees in New York State except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, subcontractor or other person doing or contracting to do all or part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) calendars days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the NYS Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the person using the Contract site.

ARTICLE 19 PROHIBITING DISCRIMINATION

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, or any other protected status. Furthermore, in accordance with Labor Law §220-e, 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 New York State, 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 Labor Law §230, then, in accordance with Labor Law §239, 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.

There may be deducted from the amount payable to Contractor by the Village under this Contract a penalty of fifty (\$50.00) dollars for each person for each calendar day during which such person was illegally discriminated against or intimidated in violation of the provisions of this Contract. This Contract may be cancelled or terminated by the Village and all monies due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract.

ARTICLE 20. PRICES. The Village of Sea Cliff shall pay as set forth in this contract and the Contractor shall receive the price stipulated as full compensation for everything furnished and done by him under this contract, and for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from unforeseen obstructions or difficulties encountered in the prosecution of the work and for all expense incurred by or in consequence of

the discontinuance of the work herein specified, and for well and faithfully completing the work and the whole thereof as herein specified, and for making repairs to and maintaining the work in good condition until the final acceptance of the work, and in conformance with the provisions of Article 25.

ARTICLE 21. PAYMENTS. Subject to modifications and instructions contained in the "Detailed Specifications of Construction", the following procedure as to payments will be followed: On or about the first of each month the Engineer shall make an estimate of the amount and the value of the work done. Whenever the monthly estimate of the Engineer shows that the value of the work completed during the previous month exceeds one thousand dollars (\$1,000.00) in amount, he shall issue a certificate for such work. The Village Clerk shall thereupon cause the amount therein to be paid to the Contractor. Such certificates shall authorize the payment of ninety-five percent (90%) of the value of the work completed.

Before any payments shall be made under this contract, the Contractor and all subcontractors performing any part of the work called for by this contract must file in the office of the Village Clerk verified statements provided for in Section 220-a of the Labor Law, as amended, certifying to the amounts then due and owing from the Contractor and subcontractor filing such statements to any and all laborers for daily or weekly wages on account of labor performed upon the work under this contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively.

The Contractor must set forth in his statements the names of all his subcontractors and each subcontractor must likewise in his statement set forth the names of his subcontractors. If the Contractor or subcontractor has no subcontractor, he shall so state in his statement. If there be nothing due and owing, to any laborer for daily or weekly wages on account of labor performed upon the work under this contract, verified statements to that effect must be filed by the Contractor and all subcontractors before any payments be made under this contract.

ARTICLE 22. FINAL PAYMENT. Within fifteen (15) days after completion of the work and compliance with all the terms of this contract, and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from but not a part of the work under this contract, the Engineer shall cause a final inspection to be made for approval for all work included in this contract and shall issue a final certificate of payment to the Contractor for the work done under the contract. The Village of Sea Cliff shall, not later than thirty (30) days after the acceptance of this work, pay the Contractor the entire sum so found to be due thereunder after deductions of all previous payments and all percentages and amounts to be kept and retained under provisions of the contract. All prior estimates and payments shall be subject to correction in the final estimate and payment.

ARTICLE 23. NO ESTOPPEL. The Village shall not, nor shall any department or officer thereof be precluded or estopped by any acceptance, return, certificate or payment made or given by the Engineer or other officer, agent or employee of the Village, under any provision of this agreement, from at any time (either before or after the final completion and acceptance of the work and payment therefore pursuant to any such acceptance, return, certificate or payment) showing the true and correct amount, quality and character of the work done and materials furnished by the Contractor or any other person under this agreement, or from showing at any time that any such acceptance, return, certificate or payment is untrue and incorrect, or improperly made in any particular, or that the work and materials or any part thereof do not in fact conform to the

specifications, and the Village shall not be precluded or estopped, notwithstanding any such acceptance, return, certificate and payment in accordance therewith, from demanding and recovering from the Contractor such damages as it may sustain by reason of his failure to comply with the specifications.

ARTICLE 24. NO WAIVER OF RIGHTS. Neither the inspection by the representatives or agents of the Village of Sea Cliff nor by the Engineer, nor by any of their employees, nor any order, measurements or certificate of the Engineer nor any order of the Village Clerk for payment of money, nor any money, nor any payments for or acceptance of the whole or any part of the work by the Engineer or the Village Clerk nor any extension of time, nor any possession by the Village, or its employees, shall operate as a waiver of any provision of this contract, nor any power herein provided, nor shall any waiver of any breach of this contract be held as a waiver of any other subsequent breach. Any remedy provided in this contract shall be taken and construed as cumulative, i.e.: in addition to each and every other former suit, action or legal proceeding. The Village shall also be entitled as of right to an injunction against any breach of the provisions of this contract.

ARTICLE 25. CLAIMS AND LIABILITY. No person other than the signer of this contract, as Contractor, has any interest hereunder, and no claims shall be made or be valid and neither the Village, nor any agent thereof shall be liable, or be held to pay any money, except as hereinbefore provided. The acceptance by the Contractor of the last payment shall operate as and shall be a release to the Village, and every officer and agent thereof, from any claims and liability to the Contractor for anything done or furnished, or any act or neglect of the Contractor or of any person relating to or affecting the work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this contract or the performance bond.

ARTICLE 26. SUPERVISION. The Contractor shall give his personal supervision to the faithful prosecution of the work and in case of his absence he shall have a competent English-speaking representative or foreman on the ground who shall follow without delay all instructions of the Engineer or his assistants in the prosecution and completion of the work and every part thereof, and be in full authority to supply men, material and labor immediately.

ARTICLE 27. SUBLET OR ASSIGN. The Contractor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or his right, title and interest therein or his power to execute such contract, to any other person, firm or corporation without the previous consent in writing of the Village of Sea Cliff.

ARTICLE 28. CONTRACTORS GUARANTEE AND MAINTENANCE BOND. The Contractor hereby agrees to repair any imperfections that may arise and to maintain in a manner satisfactory to the Engineer all of his work for a period of one (1) year from date of final acceptance of the contract. The Contractor also agrees, for this period, to indemnify and save harmless the Village, its officers and agents from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such actions or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

To insure that this agreement will be carried out, the Contractor shall be required to furnish a bond of an approved surety company for not less than one hundred percent (100%) of the total amount

of the contract as shown on the final Engineer's certificate, for a one (1) year period beginning from the date of this final certificate.

ARTICLE 29 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 Village a non-collusive bidding certification on Contractor's behalf.

ARTICLE 30 ASSIGNMENT. The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title or interest therein, or its power to execute the Contract to any other person, company, firm or corporation in performance of the Contract without the prior written consent of the Village Board of Trustees upon such conditions as deemed appropriate by the Board of Trustees. Failure to obtain consent to assignment from the Village shall revoke and annul this Contract.

ARTICLE 31 APPROVAL OF SUBCONTRACTORS. The Village reserves the right to reject any proposed subcontractor or supplier for bona fide reasons, which may include, but are not limited to: they are on a list of companies that the Village is prohibited from doing business with; the Village determines that the company is not qualified; the Village determines that the company is not responsible; or the company has previously provided unsatisfactory work or services to the Village.

ARTICLE 32 INDEMNIFICATION. Contractor shall be fully liable for the actions of its agents, employees, partners, subcontractors or any person performing work on the Contractor's behalf and shall fully indemnify and save harmless the Village from suits, actions, damages and costs of every named and description relating to personal injury and damage to real or personal tangible property caused by an intentional act or negligence of Contractor, agents, employees, partners, subcontractors or any person performing work on the Contractor's behalf, without limitation, provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act of the Village.

ARTICLE 33 SET-OFF RIGHTS. The Village shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the Village'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 Village with regard to this contract, any other Contract with any Village 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 Village for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The Village shall exercise its set-off rights in accordance with normal Village practices.

ARTICLE 34 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 Village 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 Village 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 Village 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 Village's right to discovery in any pending or future litigation.

ARTICLE 35 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 §899-aa and State Technology Law §208).

ARTICLE 36 INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Labor Law §220-f State Finance Law §139-h, 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 Village within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

ARTICLE 37 IRAN DIVESTMENT ACT. By entering into this Contract, Contractor certifies 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" list ("Prohibited Entities List") posted on the New York State Office of General Services website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and 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 the Contract will be required to certify that it is not on the Prohibited Entities List before the Village may approve a request for an assignment of this Contract.

During the term of this Contract, should the Village receive information that a person (as defined in State Finance Law §165-a) is in violation of the above certifications, the Village 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 Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the Village shall take such action as may be appropriate and provided for by law, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Village reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the

Prohibited Entities List hereafter.

ARTICLE 38 PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Village.

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 State Finance Law §165. Any such use must meet with the approval of the Village; 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 Village.

ARTICLE 39 DIESEL EMISSION REDUCTION ACT. Pursuant to N.Y. Environmental Conservation Law §19-0323 of the ("the Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by December 31, 2015 (unless further extended by Law). The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. By signing this Contract, the Contractor hereby certifies and warrants that all heavy duty vehicles, as defined in NYECL §19-0323, to be used under this Contract, will comply with the specifications and provisions of NYECL §19-0323, and 6 NYCRR Parts 248 and 249.

ARTICLE 40 MACBRIDE FAIR EMPLOYMENT PRINCIPLE. 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, and shall permit independent monitoring of compliance with such principles.

ARTICLE 41. Upon the faithful performance of the work herein embraced as set forth in the contract, and its acceptance by the Engineer, the Village of Sea Cliff hereby agrees to pay and the Contractor agrees to receive the prices stipulated in the proposal as full compensation for work done under the contract.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

FOR THE CONTRACTOR

FOR THE Village of Sea Cliff

BY: _____

(SEAL)

ATTEST: _____

ATTEST: _____

Acknowledgement by Contractor if a CORPORATION

STATE OF NEW YORK

)

COUNTY OF

: ss.:

)

On this _____ day of _____

20____, before me personally came _____

_____ to me known who being by me sworn,

did depose and say that he resides at _____

_____ the Village of _____,

State of _____; that he is the _____ of the

_____, the Corporation described in and

which executed the foregoing instrument; that he knows the seal of said corporation; that the seal

affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of

Directors of said corporation; and that he signed his name thereto by like order.

Notary Public

GENERAL SPECIFICATIONS

DEFINITION OF TERMS

Whenever the following words and expressions are used in these specifications, it is understood that they have the meaning defined below.

COUNTY - The word "County" or pronoun used in place thereof shall mean the County of Nassau, represented by the County Executive or his official agent or agents.

VILLAGE - The word "Village" or pronoun used in place thereof shall mean the Village of Sea Cliff and shall be deemed to include the officer or officers of the Village participating herein.

VILLAGE CLERK - The word "Village Clerk" or pronoun used in place thereof shall mean the Village Clerk of the Village of Sea Cliff.

VILLAGE PROJECT MANAGER – The Words "Village Project Manager" or pronoun used in place thereof shall mean the Project Manager of the Village of Sea Cliff, acting directly on behalf of the Village and may assume certain activities noted as "Engineer" within these specifications.

CONTRACTOR - The word "Contractor" or pronoun used in place thereof shall mean the party of the second part of this Agreement, and shall apply thereto regardless of number of gender.

ENGINEER - The word "Engineer" or pronoun used in place thereof shall mean the Engineer of the Village of Sea Cliff, acting directly or through authorized agent or agents.

CONTRACT - The Agreement covering the performance of the work. It shall include the Notice to Bidders, Instructions to Bidders, Proposal, Plans and Specifications, and will be held to cover any and all work, labor, implements and materials and other incidentals that could reasonably be required to properly and satisfactorily complete the work indicated. Work shown on the plans and not mentioned in the specifications or vice versa shall be done the same as if shown by both, and in case of conflict the Village Clerk will determine which shall govern.

PLANS - All official drawings or reproductions of drawings, pertaining to the work or to any structure connected therewith endorsed by the Engineer for the Village of Sea Cliff and the Village Clerk.

SPECIFICATIONS - The body of directions, requirements, descriptions, etc., contained in this document, together with all documents of any description, and agreements made (or to be made), pertaining to the methods or manner of performing the work and/or the quantities and quality of materials to be furnished and accepted under this contract.

MATERIALS - Any approved material acceptable to the Engineer and conforming to the requirements of these specifications. All processes and materials shall at all times be open to inspection by authorized representatives of the Village of Sea Cliff.

WORK - Labor and materials necessary for proper completion of the contract.

STANDARDS OF WORK

The Contractor shall be held liable for the restoration to its former condition any disturbed Village property that may be damaged during the construction of this contract.

STANDARDS OF WORKMANSHIP

The apparent silence of the specifications as to any detail or the apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice observed in the latest current construction work is to prevail and that only material and workmanship of first quality is to be used in this connection, and all interpretations of these specifications shall be made upon this basis.

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejection shall immediately be removed from the site of the work.

All work shall be neatly cleaned up on completion according to the Engineer's directions, and be left in a neat and orderly condition. All work shall be in a first-class and satisfactory condition at the acceptance of the contract.

PROTECTION OF UTILITIES

The Contractor shall familiarize himself with the existence of structures of municipal and other public service corporations on the site of the work and give reasonable opportunity to and cooperation with the owners of these utilities in the work of reconstructing or altering them. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the Contractor. Any additional cost of various items of work because of these utilities shall be included in the price bid for these items.

The Engineer shall direct the public utility corporation to shift or remove those utility structures that may be necessary to permit the Contractor to carry out the work in accordance with the plans. The Contractor shall not remove or cause to be removed any structure or part of a structure owned by a public utility corporation without the approval of the Engineer.

The Contractor shall cooperate with the public utility corporation whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The Contractor shall conduct his operations in such a way as to delay or interfere as little as practicable with the work of the utility corporation.

Trench excavation shall not be started until all gas mains, water mains and other service mains have been located and flagged by a utility inspector or Engineer. A gas inspector shall be available on this project at all times whenever excavations are in close proximity to gas mains and/or service lines.

Any existing underground utilities, and any utility structures including individual house services, in the bed of any proposed sewers or interfering with any proposed underground structure, shall, unless otherwise specified, be readjusted by the supplying utility corporation. The Village shall, whenever possible, adjust their alignment of storm drains and/or structures in order to expedite the contract and to prevent unnecessary hardship and/or expense to any utility corporation. The Contractor shall notify and

give sufficient notice to these corporations of the starting date of a contract in order that necessary clearances and/or removals can be made.

The Contractor shall give the particular utility corporations involved reasonable notice in advance of operations which will affect their structure and in no case shall be less than forty-eight (48) hours notice to the nearest office of the utility corporations involved. This is to be considered reasonable notice for such operations as blasting and excavating in the vicinity of their structures.

START OF PROGRESS OF THE WORK

The Contractor, or his authorized representative, and the Engineer, shall meet for the purpose of establishing a point of beginning of the work and to formulate a schedule of progressive operations. Such schedule shall be submitted by the Contractor to the Engineer, and no deviation therefrom shall be made without his consent.

CONTRACTOR TO GIVE PERSONAL ATTENTION

The Contractor shall give his constant personal attention to the work while it is in progress, or he shall place it in charge of a competent and reliable English speaking superintendent acceptable to the Engineer, who shall have the authority to act for the Contractor. The Contractor shall, at all times, employ labor and equipment which, in the opinion of the Engineer, shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified.

ORDERS TO FOREMAN

Whenever the Contractor or Superintendent is not present on any part of the work where it may be desired to give directions, orders will be given by the Engineer or his representative and shall be received and obeyed by the foreman who may have charge of the particular work in reference to which the orders are given. All foremen shall be English speaking.

NO INTERFERENCE WITH TRAFFIC

The Contractor shall conduct his work so as to interfere with local traffic, both vehicular and pedestrian, as little as possible. Traffic originating on or having business along the section of the road under contract shall be provided with a passable and adequate road. Fire hydrants must be kept reasonably accessible.

To accomplish this may necessitate the bridging over or the construction of structures in sections, or the providing of short detours around them and the grading and paving of one-half (1/2) of the roadway at a time. The work shall be progressed in such a manner that access to private or business driveways adjacent to the improvement will be interfered with as little as possible. Where feasible, bridging over the trenches of completed work or other acceptable methods shall be used for this purpose. The Contractor shall furnish adequate warning signs, flags, lights, paths, railings, barricades, watchmen and signal men where necessary. The Contractor is cautioned to familiarize himself with these conditions as no direct payment shall be made for this work unless specifically itemized in the contract.

CLOSING OF HIGHWAY

Where possible and as directed by the Village Clerk or other authorities having proper jurisdiction, heavy through traffic shall be detoured as hereinafter specified. Generally, through traffic will be prohibited. If,

however, the section of road under contract is located so that this becomes impracticable, then the general foregoing provisions for "No Interference with Traffic" shall apply.

DETOURING OF TRAFFIC

If the road is to be closed to through traffic, a proper detour shall be established as indicated on the plans or as directed by the Engineer. The Contractor shall erect suitable barricades and detour signs to adequately outline the direction of traffic. He shall erect suitable signs at the beginning and end of the detours to adequately warn the traveling public that the road is closed and indicate the direction of the detour. Such signs shall be illuminated and all intermediate detour signs shall be placed in such a position as to be legible at all times. This work shall be done at his own expense.

MANUFACTURED ARTICLES

In these specifications and the accompanying plans there are specified certain pieces of equipment which are deemed most suitable for the service required. It is, however, not the purpose of these specifications to eliminate other equipment and material equally as good and efficient. The Contractor will prepare their bid on the particular material and equipment specified and shall state the name of the manufacturer. But after the contract is awarded, if he decides that he would like to use some other make of machinery, equipment or material, he shall submit to the Engineer a formal request for such change.

To receive consideration, request for substitution must be accompanied by documentary proof of the actual difference in cost to the Contractor in the shape of certified copies of equipment, company's quotation to the Contractor, covering the original equipment and also equipment proposed for substitution or other proof satisfactory to the Engineer.

It is the intention that the Owner shall receive the full benefit of the saving in cost involved in any substitution, and shall be credited with such saving.

In all cases, the burden of proof that the equipment offered for substitution is equal or superior in construction and efficiency to that named in the contract shall rest on the Contractor, and unless the proof is satisfactory to the Engineer, the substitution will not be approved. Requests for substitution on the ground that better delivery can be obtained on the equipment proposed for substitution will not be approved, for it will be considered that the Contractor in his proposal has named equipment on which he has received a proposal from equipment manufacturer, giving a delivery time which will permit completion of the project within the contract time. Requests for substitution of equipment which the Contractor cannot prove to the satisfaction of the Engineer to be equal or superior in construction and efficiency to that named in the Contract, will not be approved. The determination as to whether or not such change will be permitted rests solely with the Engineer.

Should the Contractor offer and the Engineer accept any equipment or material other than that shown on the plans, or provided in these specifications, the Contractor shall prepare new design drawings to accommodate the material or equipment substituted and shall submit the same to the Engineer with complete design data for his approval.

All structural dimensions applying to equipment as shown on the plans are from preliminary drawings of the manufacturers. When equipment has been ordered by the Contractor and final certified drawings are received, any changes in dimensions or sizes shall be made by the Contractor without extra cost.

INSPECTION, REMOVAL AND REPLACEMENT OF UNSATISFACTORY WORK

Wherever and whenever the Village, by its Village Clerk, shall consider it necessary to remove any portion, part or parts of the work executed under contract for inspection or other purposes, no payment shall be made for such removal or for replacement of the work to satisfactory condition in case such inspection shows the work was not constructed in accordance with the terms of the contract; nor shall payment be made for the removal or replacement of any work adjacent to or surrounded by work that has been condemned, which may in itself be of satisfactory nature, but the removal of which is made necessary for the replacement of the work that has been condemned. Concrete foundation for pavement or cement concrete pavement rejected as a result of core tests shall be removed and replaced entirely at the expense of the Contractor.

PAYMENT FOR REMOVAL AND REPLACEMENT OF SATISFACTORY WORK

Where inspection shows that the work necessary to be removed was constructed in accordance with the terms of the contract, payment for removal shall be made at contract price for the removal of the specified items; if not so itemized under the contract, then the provisions of ARTICLE 4 of the contract shall apply. Replacement in such cases when ordered shall also be paid for at contract prices, except where salvage of some of the materials may warrant its reincorporation in the work, in which case a reduction in the itemized contract price for the quantity involved shall be agreed upon.

REJECTED MATERIAL

Any material which is rejected because of failure to meet the required tests or that has been damaged so as to cause rejection shall immediately be removed from the site of the work.

CLEANING UP

All work shall be neatly cleaned up on completion according to the Engineer's directions, and be left in a neat and orderly condition. All work shall be in a first class and satisfactory condition at the time of the acceptance of the contract.

EQUIVALENTS

The mention of apparatus, articles, or materials by trade name, and such specific description of same as is made, is intended to convey to the Contractor's understanding the degree of excellence required. An article of material which will conform substantially to the standard of excellence established and having an equivalent merit, strength, durability and appearance to perform the required functions, is deemed to be eligible for offer.

DATE OF COMPLETION AND CLOSING

All work under this contract is to be completed within the time indicated in the contract agreement or as extended by the Village. If in the meantime, it should become necessary, because of the lateness of the season or any other reason, to stop the work the Contractor shall at his own expense open proper drainage ditches, erect temporary structures where necessary, prepare the road so there will be minimum interference with traffic, set up and maintain a competent organization, as directed by the Village Clerk, to keep the highway in first-class condition for traffic and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

FINAL PAYMENT

Before final payment will be approved, the Contractor shall clean all construction areas free from accumulated debris. Final inspection shall reveal the premises or construction area to be in former condition. Application for final payment shall not be processed until the above requirements have been completed. Upon approval for final payment, the Contractor shall include with his final estimate a maintenance bond in the minimum sum of the work contracted for, for a period of one (1) year from the date of final approval. Maintenance and performance bonds combined will not be allowed.

**CONTRACT FOR
MAINTENANCE IMPROVEMENTS TO EXISTING VILLAGE OF SEA CLIFF PROMENADE RAILING
LOCATED IN THE VILLAGE OF SEA CLIFF
LONG ISLAND, NEW YORK**

CONTRACT NO. DPW-2020-006

General Specifications

1. Proposal

- A.** Where the proposal shows a minimum allowable bid price (**), the Contractor shall bid a price that is neither less than that price printed in the proposal nor more than 150% of that price printed in the proposal (i.e. where the minimum allowable price is indicated as \$100.00, the maximum allowable price is \$150.00).

Failure to comply with the above pricing requirements will result in the following action by the Village: Where the price bid is less than the minimum allowable, it will be corrected to the minimum allowable. Where the price bid exceeds the maximum allowable, it will be corrected to the maximum allowable. These corrected prices will be used for the computation of the total amount bid.

- B.** Where the proposal shows a contingency item (*), the Village reserves the right to increase or decrease and/or omit all or any part of the quantity. No adjustment in the contract unit price will be allowed by reason of such increase or decrease.
- C.** Where the proposal shows a fixed bid amount (***), the Contractor shall include that price as the amount bid. Failure to comply with this requirement will result in an adjustment of the Contractor's amount bid to reflect the fixed amount. This corrected price will be used for the computation of the total amount bid.

2. Standards of Workmanship and Materials

- A.** All work performed and materials supplied under this Contract shall equal or exceed the requirements of this specification and the following:
- 1)** CONTRACT SPECIFICATIONS: County of Nassau Department of Public Works 1964 Standard Specifications for the Construction of Highways and Bridges.
 - 2)** Ordinances of the Village of Sea Cliff.
 - 3)** Requirements of Utility Companies having jurisdiction.
 - 4)** The requirements of the Occupational Safety and Health Act of 1970 (OSHA).

It should be noted that certain pay items in the contract refer to other payment items for standards of workmanship, methods, quality of materials, etc. No additional payment will be

made by reason of such reference. The cost of the work or materials referred to shall be included in the prices bid.

3. Procedures

- A.** These specifications do not include all the necessary components for construction safety. It is the Contractor's responsibility to provide all construction safety measures at his own expense where not included as an integral part of a pay item.
- B.** The safety provisions in the specification are primarily to protect Village property and the public against unsafe acts of the Contractor. The Occupational Safety and Health Act of 1970 requires that the employer: (1) shall furnish to each of his employees employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees; (2) shall comply with the Occupational Safety and Health Standards promulgated under this Act...The regulations in the Act may be more stringent than are required by the plans and/or specifications. The Contractor, however, must conform to the O.S.H.A. regulations and such conformance shall not be reason to demand additional payment or claim extra work. Sheeting shall conform strictly to the requirements of the O.S.H.A. regulations for Construction Title 28 CFR, Part 1926, Subpart P, Excavation; Sections 1926.650, 1926.651, and 1926.652. Unless otherwise shown on the plans, and where conditions permit, a self-supporting movable shield of metal may be used and moved ahead as the excavation and construction progresses. The protection afforded by such a shield shall be equal in all respects to the sheeting and shoring set forth in Title 29 Code of Federal Regulations, Part 1926, Subpart P of the Occupational Safety and Health Administration (OSHA) Regulations for Construction, and Item 10A of the CONTRACT SPECIFICATIONS.
- C.** All work performed under this Contract shall comply with the requirements of the Industrial Code of the State of New York, Rule No. 23 and Rule No. 53, both as currently amended.
- D.** The Contractor shall be held responsible for any damage to, and shall exercise extreme caution while working near utilities. Utility companies will provide shoring and bracing of their aerial structures and appurtenances, except where a specific item is provided or specified in the contract.

4. Notice to Engineer

The Contractor will be required to give the Engineer at least forty-eight (48) hours notice before beginning construction.

5. Temporary Facilities

- A.** The Contractor shall provide and maintain in a neat sanitary condition such accommodations for the use of his employees, the Engineer and his representatives, as may be necessary to comply with the requirements and regulations of the State and County Boards of Health, the Department of Labor Industrial Code - Rule No. 23, or of other authorities having jurisdiction, and shall commit, or permit, no public nuisance. Such accommodations shall be provided before the start of any construction work, and shall be maintained until the completion of all construction work required by the contract.

- B. When the Contractor has completed all construction work required by the contract, he shall remove all temporary facilities and restore all areas used for such temporary facilities to their original condition. This must be done before the final estimate is approved for payment.
- C. All costs associated with furnishing, maintaining and removing all temporary facilities, including land rental and other fees and charges, are to be included in the prices bid for the various contract items.

6. Emergency Telephone Numbers

- A. In order to facilitate the contacting of the Contractor's personnel in the event of emergency calls during other than normal working hours, the Contractor shall submit to the Engineer the names and phone numbers of three (3) persons having authority to act for the Contractor. This submission shall be made prior to the commencement of any work under this contract.
- B. When the Contractor or any of the three (3) persons designated to act for him has been notified that an emergency condition exists, appropriate action shall immediately be taken by the Contractor to rectify said emergency condition. Failure of the Contractor to commence the work of rectifying said emergency condition within three (3) hours after being notified releases the Village to correct said emergency condition and charge the Contractor for whatever costs the Village incurs.

7. Photographs

Before starting work, it is recommended that the Contractor take photographs, in the presence of the Engineer, of the condition of all surrounding structures. The cost of such photographs and other incidentals shall be included in the prices bid for the items in the proposal. Should the Contractor not take the recommended photographs, he shall have no claim for extra work that is required due to apparent negligence on his part. Should photographs be taken prior to beginning the work, and the Contractor can prove that the damage existed prior to construction, the Contractor will not be held liable to repair the damage.

8. Material Invoices

All deliveries of materials to the job site shall be accompanied by an extra copy of the material delivery ticket, which shall be given to the Engineer as his copy. Refusal to yield such delivery ticket to the Engineer may result in rejection of the materials.

9. Excess Materials

All excess materials shall be legally disposed of by the Contractor at his own expense.

10. Concrete Demolition and Removal

The method used for the demolition and removal of concrete will be subject to the approval of the Engineer. All broken concrete shall be removed from within the contract limits the same day it is demolished.

11. Concrete

- A. All concrete for use on this contract shall meet all of the latest requirements of the Nassau County Department of Public Works 1964 Standard Specifications for the Construction of Highways and Bridges Part 3 General Specifications, Section A Portland Cement Concrete, Class A. Additionally each delivery ticket shall include the computer print-out for the specific batch or batches of concrete. The computer print-out shall include the moisture content of the aggregates provided.
- B. The Contractor shall submit the concrete mix design for the Engineer's review. This mix design shall be submitted on the form provided with the details.
- C. It shall be the Contractor's responsibility to notify the Laboratory before 3:00 PM each day prior to planned placement of concrete. Laboratory identification with telephone number and contact person will be supplied to the Contractor at the pre-construction meeting.
- D. All details, calling for specific concrete strengths, shall have those requirements met.
- E. All exposed concrete shall be cured with "Tri-Kote 18 Crect" as manufactured and distributed by TK Products, located in Hillsboro, Minnesota, or an approved equal. The compound shall meet the requirements of ASTM C-309 and shall be furnished and applied in strict accordance with the manufacturer's instructions. The rate of application shall be as recommended by the manufacturer.
- F. In the event the 28-day break cylinder does not meet the specifications, the Contractor will be provided an opportunity to core in-place samples at his expense. All costs, including engineering, will be borne by the Contractor whether the cores pass or fail.

12. Unsatisfactory Work

The Village reserves the right to accept work which is not within reasonably close conformance with the plans and specifications, providing a credit is given to the Village by the Contractor to fully compensate the Village for anticipated future damages which may result from acceptance of such substandard work. The amount of damages shall be determined by the Village Clerk, and his decision shall be final. This deduction shall be made in accordance with Article 19 of the Agreement. The Contractor may elect not to give the Village the credit as determined by the Village Clerk, in which case the substandard work shall be completely removed by the Contractor and replaced as required on Page 36 of the Contract Specifications under the paragraph entitled Inspection, Removal and Replacement of Unsatisfactory Work.

13. Sequence of Work

- A. The Contractor shall schedule his operations during the construction work on this project to conform to an approved progress schedule. Any variation from this sequence shall result in the Engineer withholding further construction grades or stopping all work until the Contractor resumes work in the required sequence. The Contractor shall have no claim for additional compensation due to lost time, etc., because of his failure to comply with this requirement.

Deviations from this sequence of work due to field conditions shall not be made without written approval of the Engineer.

- B.** Before starting work on this contract, the Contractor shall submit to the Engineer for approval, plans for the maintenance of traffic. This plan, after being approved, shall not be modified in any way without written approval of the Engineer.

14. Accuracy of Specifications

The specifications for the Contract have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The Contractor must realize, however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of plans and quantities of work involved. Work under all items in the Contract must be carried out to meet these field conditions to the satisfaction of the Engineer and in accordance with his instructions and the Contract specifications.

17. Scope of Work

The work to be performed under this Contract shall be as indicated on the Typical Section or Sections and the Details unless otherwise directed by the Engineer.

18. Contractor's Liability (Hold Harmless)

Hold Harmless: It is expressly understood that the Contractor shall defend, and save harmless the Village of Sea Cliff, the Engineer, their agents, and employees, from all claims, suits, actions, damages, and costs, of every name and description, arising out of the performance of this Contract or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under the Contract.

19. Insurance

The Contractor agrees to procure and maintain Workers' Compensation Insurance as required by the Laws of the State of New York, Comprehensive General Liability Insurance (with completed operations, plus X.C.U. when applicable), and Automobile Liability Insurance in the amount specified in the Agreement. Said policies shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the Village of Sea Cliff, the Engineer (and their employees, agents, and representatives) for any and all loss and/or damage arising out of the performance of this Contract. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (and its employees, agents, and representatives), except however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the Village of Sea Cliff or the Engineer.

The certificate of insurance shall be written to provide that the Village receive at least thirty (30) days prior written notice of any cancellations or of any restrictive amendments and shall not contain exculpatory language for failure to give such notice. Both policies and the certificate of insurance shall name both the Village and the Engineer as additional named insured on the policies.

**MAINTENANCE IMPROVEMENTS TO EXISTING
VILLAGE OF SEA CLIFF PROMENADE RAILING**

CONTRACT NO. DPW-2020-006

TECHNICAL SPECIFICATIONS

**SECTION 01 31 00
PROJECT MANAGEMENT AND COORDINATION**

PART 1 – GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 Summary

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. Administrative and supervisory personnel.
- B. Related Sections include the following:
1. Division 1 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
 2. Division 1 Section "Execution Requirements" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
 3. Division 1 Section "Closeout Procedures" for coordinating Contract closeout.

1.3 Coordination

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation
1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 3. Make adequate provisions to accommodate items scheduled for later installation.
 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair of all components, including mechanical and electrical.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid

conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:

1. Preparation of Contractor's Construction Schedule.
2. Preparation of the Schedule of Values.
3. Delivery and processing of submittals.
4. Progress meetings.
5. Preinstallation conferences.
6. Project closeout activities.
7. Project closeout activities.

D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as Owner's property.

1.4 Submittals

A. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times.

1.5 Administrative And Supervisory Personnel

A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 31 00

**SECTION 01 60 00
PRODUCT REQUIREMENTS**

PART 1 – GENERAL

1.1 Section Includes

- A. Manufacturers: Provide products from one manufacturer for each type or kind as applicable. Provide secondary materials as acceptable to manufacturers of primary materials.
- B. Product Selection: Provide products selected or equal approved by Architect. Products submitted for substitution shall be submitted with complete documentation, and include construction costs of substitution including related work.
- C. Substitutions: Request for substitution must be in writing. Conditions for substitution include:
 - 1. An 'or equal' phrase in the specifications.
 - 2. Specified material cannot be coordinated with other work.
 - 3. Specified material is not acceptable to authorities having jurisdiction.
 - 4. Substantial advantage is offered to the Owner in terms of cost, time, or other valuable consideration.
- D. Substitution Requests: Substitutions shall be submitted prior to award of contract, unless otherwise acceptable. Approval of shop drawings, product data, or samples containing substitutions is not an approval of a substitution unless an item is clearly presented as a substitution at the time of submittal.

PART 2 PRODUCTS - Not applicable to this Section

PART 3 EXECUTION - Not applicable to this Section

END OF SECTION 01 60 00

SECTION 01 77 00 CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 Summary

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Final cleaning.

1.3 Substantial Completion

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents
 - 3. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

PART 2 - PRODUCTS

2.1 Materials

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 – EXECUTION

3.1 Final Cleaning

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations

- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Remove tools, construction equipment, machinery, and surplus material from Project site.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 01 77 00

SECTION 02 05 00 DEMOLITION AND REMOVALS

PART 1 – GENERAL

1.1 Description

A. Scope:

1. Contractor shall furnish all labor, materials, equipment, and incidentals required for demolition, removals and disposal work shown, specified and required to complete the project.
2. Included, but not limited to, are the demolition and removals of existing materials necessary to remove existing metal railing and install the new galvanized railing as shown and specified.
3. Demolitions, removals and modifications which may be specified under other Sections shall conform to requirements of this Section.
4. Protection of site work and adjacent structures.

1.2 Submittals

A. Schedule: Submit for approval proposed methods, equipment, and operations sequence. Contractor to prepare site access/staging shop drawings for review / approval by owner.

B. Related Work Specified Elsewhere:

1. Section 02 20 00, Earthwork

1.3 Job Conditions

A. Protection:

1. Contractor shall execute the demolition and removal Work to prevent damage or injury to structures, existing building services, occupants thereof, and adjacent features which might result from falling debris or other causes, and so as not to interfere with the use, and free and safe passage to and from adjacent structures.
2. Closing or obstructing of roadways, sidewalks, and passageways adjacent to the Work by the placement of storage of materials will not be permitted, and all operations shall be conducted with a minimum interference to vehicular or pedestrian traffic.
3. Contractor shall repair any damages caused by his operation to facilities to remain, or to any property belonging to the owner, utilities, or neighboring properties.
4. Contractor shall design, erect, install, and maintain temporary partitions and enclosures required to eliminate dust, noise, and debris from adjacent buildings.
5. The Work shall comply with the applicable provisions and recommendation of ANSI AIO.2, Safety Code for Building Construction, all governing codes and as hereinafter specified.

6. Contractor shall exercise precautions for fire protection. Burning of debris shall not be permitted.
- B. Scheduling: Coordinate with owner / owner's representative.
- C. Notification: Coordinate with owner / owner's representative.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION

3.1 General

- A. Disposition of Materials:
 1. Contractor shall dispose of all demolition materials, debris, and all other items off the site and in conformance with all existing applicable laws and regulations.
 2. Do not use demolition debris as backfill.
- B. Pollution Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Comply with governing regulations pertaining to environmental protection.
 1. Do not use water when it may create hazardous or objectionable conditions such as ice, flooding, and pollution.
- C. Demolition and Removals:
 1. Demolish concrete and/or timber in small sections.
 2. Break up and remove timber stairs where shown.

3.2 Structural Removals

- A. Contractor shall remove concrete and structures to the lines and grades shown unless otherwise directed by the Engineer. The removal beyond these limits shown shall be at the Contractor's expense and these excess removals shall be reconstructed to the satisfaction of the Engineer with no additional compensation to the Contractor.
- B. All concrete, timber, and miscellaneous metals shall be removed and taken from the site, unless otherwise approved by the Engineer. Demolished items shall not be used in backfill.

END OF SECTION 02 05 00

SECTION 05 52 00
GALVANIZED PROMENADE RAILING

PART 1 - GENERAL

1.1 Related Documents

- A. Drawings and general provisions of the Contract, including General Conditions, Division 01 - General Requirements, and other applicable specification sections in the Project Manual apply to the work specified in this Section.

1.2 Summary

- A. Scope: This work shall consist of field measuring, preparing fabrication drawing, fabricate, galvanization, furnish, and erect full turnkey esplanade galvanized railing of the type and size, and at the locations shown on the plans or as directed by the Engineer. Construction of railing shall be done in accordance with the specifications and the plans, and in reasonably close conformity with the lines and grades shown on the plans or established by the Engineer.
- B. Contractor to provide all labor, material, equipment, related services, and supervision required, including, but not limited to, manufacturing, fabrication, hot dipped galvanization, and installation for galvanized railings as required for the complete performance of the work, and as shown on the Drawings and as herein specified.
- B. Section Includes: The work specified in this Section includes, but shall not be limited to, the following:
1. Galvanized Railings, Schedule 40 (.140" Wall Thickness)

1.3 References

- A. General: The publications listed below form a part of this Specification to the extent referenced. The publications are referred to in the text by the basic designation only. The edition/revision of the referenced publications shall be the latest date as of the date of the Contract Documents, unless otherwise specified.
- B. American Iron and Steel Institute (AISI):
1. AISI SG-673, Part I, "Specification for the Design of Cold-Formed Steel Structural Members."
- C. American Welding Society (AWS):
1. AWS D1.2, "Structural Welding Code – Steel."
- D. ASTM International (ASTM):
1. ASTM A123/A123M, for galvanizing steel and iron products

2. ASTM C1107, "Standard Specification for Packaged Dry, Hydraulic Cement Grout (Non-Shrink)."
3. ASTM E488, "Standard Test Methods for Strength of Anchors in Concrete and Masonry Elements."

1.4 Definitions

- A. See definitions in ASTM E985 for railing-related terms that apply to this Section.

1.5 Performance Requirements

- A. General: Railing System shall withstand structural loading as determined by allowable design working stresses of materials based on the following standards.
- B. Structural Performance: Provide handrails and railings capable of withstanding the following structural loads without exceeding allowable design working stress of materials for handrails, railings, anchors, and connections:
 1. Top Rail: Shall withstand the following loads:
 - a. Concentrated load of 200 lbf (890 N) applied at any point and in any direction.
 - b. Uniform load of 50 lbf per foot (730 N/m) applied horizontally or vertically downward.
 2. Guard Infill Area: Shall withstand the following loads:
 - a. Concentrated horizontal load of 50 lbf (222 N) applied to 1 square foot (0.09 m²) at any point in system, including panels, intermediate rails, balusters, or other elements composing infill area. Loads need not be assumed to act concurrently with loads on top rails in determining stress on guard.
- C. Thermal Movements: Handrails and railings shall allow for movements resulting from 120 degree F (49 degree C) changes in ambient and 180 degree F (82 degree C) surface temperatures.
- D. Corrosion Resistance: All components to be hot dipped galvanized.

1.6 Submittals

- A. General: Submit under provisions of Section 01 33 00 - Submittal Procedures.
- B. Product Data:
 1. Submit data sheets on each product to be used, including, but not limited to, the following:
 - a. Preparation instructions and recommendations.

- b. Storage and handling requirements and recommendations.
 - c. Installation methods.
- 2. Submit product data for manufacturer's product lines of railings assembled from standard components, including, but not limited to, the following:
 - a. Grout, anchoring cements and paint products.
- C. Shop Drawings: Submit shop drawings showing fabrication and installation of handrails and railings. Include plans, elevations, sections, details, and attachments to other work.
- D. Samples & Mock Up:
 - 1. Contractor to provide one section of proposed railing for Village review and approval prior to fabrication of project components.
- E. Quality Control Submittals:
 - 1. Qualification Data: Submit documentation demonstrating capability and experience in performing installations of the same type and scope as specified by this Section. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
 - 2. Certificates: Submit certification by the manufacturer that products supplied comply with local regulations controlling use of volatile organic compounds (VOC's).

1.7 Quality Assurance

- A. Qualifications:
 - 1. Manufacturer Qualifications: Manufacturer shall be a firm engaged in the manufacture of handrails and railings of types and sizes required, and whose products have been in satisfactory use in similar service for a minimum of 10 years with local project experience including transportation and park projects. Contractor to provide five (5) similar projects completed within the last five (5) years.
 - 2. Installer Qualifications: Installer shall be a firm that shall have a minimum of five years of successful installation experience with projects utilizing Galvanized handrails and railings similar in type and scope to that required for this Project.
- B. Regulatory Requirements: Comply with applicable requirements of the laws, codes, ordinances, and regulations of Federal, State, and local authorities having jurisdiction.
- C. Mock-Ups: Prior to installation of the work, fabricate and erect mock-ups for each type of finish and application required to verify selections made under sample submittals and to demonstrate aesthetic effects as well as qualities of materials and execution. Build mock-ups to comply with the following requirements, using materials indicated for final unit of work. Locate mock-ups on site in location and of size indicated or, if not indicated,

as directed by the Engineer. Demonstrate the proposed range of aesthetic effects and workmanship to be expected in the completed work. Obtain the Engineer's acceptance of mock-ups before start of final unit of work. Retain and maintain mock-ups during construction in undisturbed condition as a standard for judging completed unit of work.

1. When directed, demolish and remove mock-ups from the Project site.
 2. Accepted mock-ups in undisturbed condition at time of Substantial Completion may become part of completed unit of work.
- D. Single Source Responsibility: Obtain Galvanized railings from a single source with resources to produce products of consistent quality in appearance and physical properties without delaying the work.

1.8 Delivery, Storage, and Handling

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.9 Project Conditions

- A. Environmental Requirements: Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.10 Warranty

- A. General: See Section 01 77 00 - Closeout Procedures.
- B. Warranty: Provide manufacturer's standard form outlining the terms and conditions of their Standard Limited Warranty:
 1. Material Integrity Warranty: Five year limited warranty.
- C. Additional Owner Rights: The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 Manufacturers

- A. Basis of Design: Items specified are to establish a standard of quality for design, function, materials, and appearance.

2.2 Materials

A. Application/Scope of Work:

1. Galvanized Handrails and Railings: Hot-dip galvanize exterior steel and iron handrails and railings to comply with ASTM A 123. Hot-dip galvanize hardware for exterior steel and iron handrails and railings to comply with ASTM A 153/A 153M.

B. Railing Components:

1. Extruded Galvanized Components: Provide manufacturer's standard extruded Galvanized components as follows:
 - a. Reference detail on Plan C100.00.
2. Fasteners:
 - a. Handrail Anchors: Select fasteners of type, grade and class required to produce connections suitable for anchoring handrails and railings to other types of construction indicated and capable of withstanding design loads.
3. Handrail and Railing Component Anchors: Use fasteners fabricated from same galvanized metal, unless otherwise indicated. Do not use metals that are corrosive or incompatible with materials joined.
 - a. Provide concealed fasteners for interconnecting railing components and for attaching them to other work, unless exposed fasteners are unavoidable or are standard fastening method for handrail and railing indicated.
 - b. Provide tamper resistant machine screws for exposed fasteners, unless otherwise indicated.
4. Cast-in-Place and Post Installed Anchors: Provide anchors of type indicated below, fabricated from corrosion-resistant materials with capability to sustain, without failure, a load equal to six times the load imposed when installed in unit masonry and equal to four items the load imposed when installed in concrete, as determined by testing per ASTM E488 conducted by a qualified independent testing agency.
 - a. Cast-in-place anchors.
 - b. Expansion anchors.

F. Grout and Anchoring Cement:

1. Non-Shrink, Non-Metallic Grout: Provide factory-packaged, non-staining, non-corrosive, non-gaseous grout complying with ASTM C1107. Provide grout specifically recommended by manufacturer for interior and exterior applications.

2.3 Fabrication

- A. Assemble galvanized railings in shop to greatest extent possible to minimize field

splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.

- B. Form changes in direction of railing members as shown on the Drawings.
- C. Fabricate railings by connecting members with railing manufacturer's standard concealed mechanical fasteners and fittings, unless otherwise indicated. Fabricate members and fittings to produce flush, smooth, rigid, hairline joints.
- D. Provide pre-manufactured or shop fabricated post installed anchors from galvanized material, brackets, flanges, miscellaneous fittings, and anchors to connect handrail and railing members to other pre-existing construction. Two (2) types of 'existing' anchors exist; side mount anchor into existing timber bulkhead (rim joist) and flush concrete install.
- E. Provide inserts and other anchorage devices to connect handrails and railings to concrete or masonry. Fabricate anchorage devices capable of withstanding loads imposed by handrails and railings. Coordinate anchorage devices with supporting structure.
- F. Shear and punch metals cleanly and accurately. Remove burrs from exposed cut edges.
- G. Cut, reinforce, drill, and tap components as indicated on the Drawings to receive finish hardware, screws, and similar items.
- H. Close exposed ends of railing members with prefabricated end fittings.
- I. Provide mounted handrail wall returns at wall ends unless otherwise indicated. Close ends of returns, unless clearance between end of railing and wall is 1/4 inch (6 mm) or less.

2.4 Finishes

- A. Galvanized Handrails and Railings: Hot-dip galvanize exterior handrails and railings to comply with ASTM A 123.
- B. Galvanizing: Hot-dip galvanize items as indicated to comply with applicable standard listed below:
 - 1. ASTM A 123, for galvanizing steel and iron products.
 - 2. ASTM A 153/A 153M, for galvanizing steel and iron hardware.
- C. Fill vent and drain holes that will be exposed in finished Work, unless indicated to remain as weep holes, by plugging with zinc solder and filing off smooth.
- D. For galvanized handrails and railings, provide galvanized fittings, brackets, fasteners, sleeves, and other ferrous components.

PART 3 - EXECUTION

3.1 Examination

- A. Verification of Conditions: Examine areas and conditions under which the work is to be installed, and notify the Owner in writing, with a copy to the Engineer, of any conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected.
1. Examine substrates to receive anchors verifying that locations of concealed reinforcements have been clearly marked for the Installer. Locate reinforcements and mark locations if not already done.
 2. Beginning of the work shall indicate acceptance of the areas and conditions as satisfactory by the Installer.

3.2 Preparation

- A. Coordinate setting drawings, diagrams, templates, instructions, and directions for installing anchors, such as sleeves, concrete inserts, anchor bolts, and miscellaneous items having integral anchors that are to be embedded in concrete construction. Coordinate delivery of such items to the Project site.

3.3 Installation

- A. General:
1. Fitting: Fit exposed connections together to form tight, hairline joints.
 2. Cutting and Placement: Set handrails and railings accurately in location, alignment, and elevation measured from established lines and levels and free from rack.
 - a. Do not weld, cut, or abrade coated or finished surfaces of railing components that are intended for field connection by mechanical or other means without further cutting or fitting.
 - b. Align rails so variations from level or parallel alignment do not exceed 1/4 inch in 12 feet (1.6 mm per m).
 - c. Provide manufacturer's proprietary system to evacuate entrapped water in hollow sections of railing members that are exposed to exterior or to moisture from condensation or other sources, in order to prevent water from entering the concrete slab. In lieu of the manufacturer's proprietary system, if acceptable to the Engineer, provide another means to evacuate the entrapped water, i.e., a weep hole and epoxy fill system ("drill-and-fill").
 - d. Anchor posts in concrete with pipe sleeves preset and anchored into concrete. After posts have been inserted into sleeves, solidly fill annular space between post and sleeve with non-metallic, non-shrink grout, mixed and placed to comply

with anchoring material manufacturer's directions.

- e. Anchor posts in concrete by forming or core drilling holes not less than 5 inches (127 mm) deep and 3/4 inch (19 mm) greater than outside diameter of post. Clean holes of loose material, insert posts, and fill annular space between post and concrete with non-metallic, non-shrink grout, mixed and placed to comply with anchoring material manufacturer's directions.
 - 1) Cover anchorage joint with a round steel flange attached to post by set screws.
3. Corrosion Protection: Provide separation as recommended by manufacturer on concealed surfaces of Galvanized that will be in contact with grout, concrete, masonry, wood, or dissimilar metals.
4. Adjusting: Adjust handrails and railings before anchoring to ensure alignment at abutting joint's space posts at interval indicated, but not less than required to achieve structural loads.
5. Fastening to In-Place Construction: Use anchorage devices and fasteners where necessary for securing handrails and railings and for properly transferring loads to in-place construction.
- B. Non-Welded Railings Connections: Use mechanical joints for permanently connecting railing components. Use wood blocks and padding to prevent damage to railing members and fittings.
- C. Installing Glass Panels in Glass Handrails and Railings: Install assembly to comply with railing manufacturer's written instructions. Attach base channel to building structure, then insert and connect factory-fabricated and factory-assembled glass panels.
 1. Erect glass handrails and railings under direct supervision of manufacturer's authorized technical personnel.

3.4 Adjusting and Cleaning

- A. Touch-Up Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and appoint exposed areas with same material.
- B. Cleaning: Restore finishes damaged during installation and construction period so no evidence remains of correction work. Return items that cannot be refinished in field to shop; make required alterations and refinish entire unit, or provide new units.

3.5 Protection

- A. Provide final protection and maintain conditions in a manner acceptable to the Installer that shall ensure that the Galvanized handrails and railings shall be without damage at time of Substantial Completion.

- B. Protect finishes of handrails and railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at the time of Substantial Completion.

END OF SECTION 05 52 00