



architects + engineers

CONTRACT AND SPECIFICATIONS

**RIVERHEAD WATER DISTRICT
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK**



HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

Project No: RDWD 1701

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NOTICE TO BIDDERS

The Town Board of Riverhead will receive bids for:

HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

for the Riverhead Water District at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York 11901, by **2:10 PM Thursday, June 29, 2017**, at which time and place all bids will be publicly opened and read aloud for:

PROJECT NO.: RDWD 1701

HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

Contract and specifications may be examined and obtained on or after June 15, 2017 by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Bid Requests".

Each proposal must be accompanied by a bid bond in the amount of five percent (5%) of the total bid, or a certified check made payable to the TOWN OF RIVERHEAD as assurance that the bid is made in good faith.

The right is reserved to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

BY ORDER OF THE TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

ACTING AS THE GOVERNING BODY
OF THE RIVERHEAD WATER DISTRICT

DIANE WILHELM, TOWN CLERK

DATED: JUNE 15, 2017

INFORMATION FOR BIDDERS

BIDS FOR PROJECT

The Town of Riverhead, at the Town Clerk's office, will receive SEALED PROPOSALS for:

HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

TIME AND PLACE OF BID

Bids are to be submitted in sealed opaque envelopes, and will be received by the Town of Riverhead, at the Town Clerk's office, Town Hall, 200 Howell Avenue, Riverhead, New York, not later than **2:10 PM Thursday, June 29, 2017**, at which time and place the bids will be publicly opened and read aloud. Use of the mails shall be at the Bidder's own risk. The Bidder shall be responsible for physical delivery of the bid at the time and place set for delivery of bids.

BID ENVELOPE

All proposals and either the certified check or bid bond must be placed in a sealed opaque envelope bearing the Bidder's firm name and address and marked, "PROJECT NO.: RDWD 1701, HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE, FOR THE RIVERHEAD WATER DISTRICT, TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK", but otherwise unmarked. Bid package shall include Proposal sheets (002117, 004116, 004313, 004519), Qualifications of Bidder sheets (004550), Iranian Investment Activities Certification (004547), and the New York State Uniform Contracting Questionnaire.

PLANS AND SPECIFICATIONS

Contract and specifications may be examined and obtained on or after June 15, 2017 by visiting the Town of Riverhead website: <http://townofriverheadny.gov> and click on "Bid Requests".

VERBAL ANSWERS

The Town Board, its agents, servants or employees, or the Engineer, will not be responsible in any manner for verbal answers to any inquiries regarding the meaning of the contract drawings or Specifications given prior to the awarding of the contract.

EXAMINATION OF SITE

Bidders must satisfy themselves by personal examination of the location of the proposed work and of the actual conditions and requirements of the work and shall not, at any time after the submission of a proposal, dispute or complain of such estimate or assert that there was any misunderstanding in regard to the depth or character of excavation to be made or the nature of the work to be done.

Mechanical work will be performed at the Riverhead Water District well plant, water storage tank and booster plant sites. Bidders shall be generally familiar with conditions that may be encountered.

PROPOSAL

The Proposal contained herein shall be used in making out bids. Any proposal not in accordance with these instructions or containing bids not asked for may be rejected. While separate prices are required for various items under this contract, it is understood that the contract will be awarded as a whole.

INFORMATION FOR BIDDERS

As the estimates of quantities of items stated in the Proposal are approximate only, bidders are required to submit their proposal upon and in the following express conditions, which shall apply and become part of every proposal received.

Bids will be compared by total amounts, said total amount being the sum of the products of the quantities multiplied by the unit price bid for the various items, with due consideration being given to the lump sum prices bid for any contingent or optional items. Unbalanced bids will not be accepted.

Each bidder shall fill out in ink, in both words and figures, in the spaces provided, its unit or lump sum bid, as the case may be, for each item in said Proposal for which it is submitting a bid. If there is any discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices.

A bid may not be considered valid which does not include bids for all items in the Proposal.

If the contract is not awarded by the Town Board within forty-five (45) days after the receipt of bids, the obligation of the bidder under this Proposal may terminate at its option and it shall thereupon be entitled to a refund of its certified check or release of its bid bond furnished by it as security with its proposal.

BID BOND OR CERTIFIED CHECK

Each proposal from a Contractor shall be accompanied by a bid bond or certified check on a solvent bank of the STATE OF NEW YORK, in the amount of five percent (5%) of the total bid. Such check shall be made payable to TOWN OF RIVERHEAD, RIVERHEAD, NEW YORK, and the amount thereof shall be the measure of liquidated damages which the Town may sustain by failure, neglect or refusal of the bidder to execute and deliver the contract, should the contract be awarded to it. The checks of all unsuccessful bidders will be returned upon the rejection of bids and the awarding of the contract; also, the check of the successful bidder will be returned upon the execution of the contract and the furnishing of the required bond.

NAME OF BIDDER

Each bidder must state, in its proposal, its full name and business address, and the full name of every person, firm or corporation, interested in same, and the address of every person or firm, or president and secretary of every corporation, interested with it.

QUALIFICATIONS OF BIDDERS

- (1) The Town Board reserves the right to waive any informalities in, or reject any and all bids. The Board reserves the right to reject any and all bids which do not conform to the Proposal.
- (2) All bidders must prove to the satisfaction of the Town Board that they are reputable, reliable and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work.
- (3) In determining the qualifications of a bidder, the Town Board will consider its record in the performance of any contracts entered into by it for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to

INFORMATION FOR BIDDERS

perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Town Board may request.

- (4) The Town Board shall be the sole judge of the qualifications of the bidders and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contracts, payment of bills and meeting of obligations to subcontractors, materialmen or employees is not satisfactory to the Town Board, or if the evidence submitted by, or the investigation of, such bidders fails to satisfy the Town Board that it is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

MAINTENANCE BOND

~~The Contractor shall furnish a one (1) year Maintenance Bond in an amount equal to one hundred (100%) percent of the total yearly final contract price as security for its faithful performance of this contract, for the payment of all persons performing labor or furnishing materials in connection with this contract. Such bond shall also cover any penalties, interest charges and assessments levied by any governmental unit for failure to comply with laws and/or regulations governing public work. The Maintenance Bond shall be an assurance that all work and materials provided under this contract shall be maintained for a minimum period of one (1) year after the end of each year of the contract. The Maintenance Bond shall be furnished following each final annual completion, and annual final payment under the contract. The Contractor shall be required to furnish all guarantees and warranties of manufacturers of products in connection with this contract, but no manufacturer's limitation of time shall act to limit the responsibility of the contractor or its surety hereunder.~~

~~The surety must be licensed in the State of New York and have a BEST A rating, or the surety shall present information satisfactory to the TOWN/DISTRICT to permit the TOWN/DISTRICT to accept the bond.~~

~~At the time of submission of bonds or at any time thereafter, the TOWN/DISTRICT may evaluate the surety or sureties proposed, and demand a change of surety if it determines that the financial position of such surety does not provide for a proper protection of the interests of the TOWN/DISTRICT. The TOWN/DISTRICT shall be guided by its legal counsel, and insurance industry consultants in determining proper sureties for TOWN/DISTRICT public works contracts. If the TOWN/DISTRICT notifies the contractor in writing that a surety is unacceptable for any reason, then the contractor shall replace the surety and the bond in question within five (5) business days with a surety and bond deemed suitable by the said TOWN/DISTRICT. The premiums charged for all such bonds shall be a cost of the contractor and not the TOWN/DISTRICT. Upon notice to change surety being forwarded to a contractor, no further payments shall be made until a new bond in proper form naming an acceptable surety is provided.~~

SIGNATURE OF CONTRACTOR

The bidder to whom a contract may be awarded shall attend at the office of the Town Board, with the sureties offered by it, within seven (7) days, Saturdays and Sundays excepted, after date of notification of the acceptance of its proposal, and there sign the contract in quadripartite for the work and furnish approved security for its performance.

In case of failure to do so, the bidder shall be considered as having abandoned the same, and the check accompanying its proposal shall be forfeited to the Town Board, or the penalty of the bid bond shall be invoked.

INFORMATION FOR BIDDERS

CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until it has obtained and had approved by the Town all of the insurance specified and required by the Contract.

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the Town Board.

RESPONSIBILITY OF BIDDER

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after date of the Engineer's approval of the final payment request.

LABOR RATES

The Contractor shall pay not less than the minimum hourly wage rates on this contract as established in accordance with Section 220 of the Labor Law, as shown on the Wage Schedule and Prevailing Rate Schedule, either shown on the following pages or the current prevailing rates paid at the time of construction.

COMPLETION OF WORK

Work is required to be completed to the satisfaction of the Engineer, and in substantial accordance with the Specifications hereunto annexed and the Plans therein referred to and the Change Orders amended to the Contract.

RESPONSIBILITY OF CONTRACTOR

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss or damage that may happen to the work or any part thereof during its progress; and also whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months after its completion and acceptance. Any progress payments made by the Town during the completion of this contract by the Contractor shall not be a waiver of the foregoing provision.

TOWN BOARD
TOWN OF RIVERHEAD
SUFFOLK COUNTY, NEW YORK

PROPOSAL

RIVERHEAD WATER DISTRICT
HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE
H2M PROJECT NO.: RDWD 1701

TO THE TOWN COUNCIL

TOWN OF RIVERHEAD
RIVERHEAD, NEW YORK

For the furnishing and installing of materials for all work included under contract as follows:

Made this _____ day of _____, by

BIDDER'S DECLARATION:

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person and persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the contract and specifications and the drawings referred to; and has read the Information for Bidders hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said contract and specifications; and it will accept in full payment therefore the following sums to wit:

HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

PROJECT NO.: RDWD 1701

BID DATE: JUNE 29, 2017

SCOPE OF WORK AND PROPOSAL**I. Location of Work**

Riverhead Water District, Town of Riverhead, New York including all or a portion of the hamlets of Aquebogue, Baiting Hollow, Calverton, Jamesport, Manorville, Northville, Riverhead, South Jamesport and Wading River.

II. Scope of Work

Perform hydrant painting services, for the Riverhead Water District distribution system. Work shall be performed on the distribution system hydrants in accordance with the requirements stipulated herein and all prevailing federal, state, and local safety and labor regulations.

The work performed will be scheduled in advance. Each scheduled work order under this contract includes the following scope of work and requirements:

1. Personnel must don the proper personal protective and safety equipment as required under OSHA regulations, prior to performing any work under the contract.
2. Work with Water District personnel and coordinate daily schedules.
3. Provide Water District with a daily report of work performed.
4. Contractor shall furnish all available personnel, equipment, materials, and instrumentation necessary to complete the contract work in the time required.
5. Provide the Water District with a final report & summary of the work performed and its findings within 15 calendar days from completion of the project.
6. If the scheduled work requires it, the contractor is required to provide Maintenance & Protection of Traffic on State, County, Town & Local Roads in accordance with the latest edition of the Manual of Uniform Traffic Control Devices.

Work will be performed on an as-needed basis when authorized by the Water District in writing.

The contractor shall report to the site and begin work within ten (10) working days after notification from the Water District. Notification from the Water District will be via phone call and a fax transmission of the work order for the service requested. A copy of the work order form is included in Appendix A. Your company will be required to maintain the proper insurance as specified herein. Guarantee workmanship and materials for a period of one (1) year upon completion of the work on equipment repairs/replacement.

III. Specifications

This contract is for the provision of scheduled hydrant painting services for distribution system of the Riverhead Water District.

1. The contractor shall be required to demonstrate experience and specific knowledge of the type of work being requested to be performed including but not limited to: paint preparation, cleaning, painting of potable water appurtenances. Contractor shall include references of similar work performed in the past in Section 004550.

HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

PROJECT NO.: RDWD 1701

BID DATE: JUNE 29, 2017

2. The contractor shall have sufficient qualified personnel and equipment to provide scheduled service within ten (10) working days of notification. These services shall not be subcontracted out.
3. Scheduled service is expected to center around, the cleaning and painting of multiple hydrants within the Riverhead Water District. All scheduled service will require coordination with the District and proper notification of findings/work performed as per Section II above.
4. The Contractor shall be required to provide a summary of work performed on a daily basis detailing the work performed and number of hydrants on which work was completed. A typewritten summary for each work order issued shall be provided within seventy-two (72) hours of completion of said work order. Failure to provide this written account may subject the contractor not being reimbursed for a portion or all of the claimed time.
5. Invoices submitted to the District for payment must be itemized to show rate and total units work was performed on. **Invoice payment will not be made without this information.**
6. Invoices submitted to the District for payment must be itemized to show scheduled rate and number of units work was performed on. **Invoice payment will not be made without this information.**

IV. Duration of Contract

Date of Contract Execution through December 31, 2018 with options for two (2) successive one (1) year periods (January 1, 2019 through December 31, 2019 and January 1, 2020 through December 31, 2020).

V. Payment

The contractor, when authorized in writing by the Water District, will only be reimbursed for the actual work performed and reported on, equipment provided, and actual materials furnished and installed. Payment will be made in accordance with the unit pricing schedule established in Section VI of this document. Labor and equipment reimbursement (where hourly rates are applied) will be based on the actual time spent at the work location. Mobilization, lodging, fuel and travel expenses shall be included within the unit price quantities. Furnished materials and parts that are not specifically defined within the unit pricing schedule shall be reimbursed at cost plus 15% overhead and profit mark-up. The Water District reserves the right to provide parts and materials from its own stock to the contractor for installation, with no mark-up.

VI. Bidders' Proposal / Declaration

The party named as Bidder declares that the only person or persons interested in this bid or proposal as principal or principals is or are named herein; and that no other person than herein named has any interest in this proposal or in the contract proposed to be taken; that this bid or proposal is made without any connections with any other person or persons making a bid or proposal for the same purpose; that the bid or proposal is in all respects fair and without collusion or fraud; that it has examined the site of the work, the bid documents hereto attached; and it proposes and agrees, if this proposal is accepted, it will contract in the form as approved to perform all the work mentioned in said bid documents; and it will accept in full payment therefore the following sums to wit. The undersigned hereby proposes to furnish all labor, materials and equipment necessary to perform the work subject to the terms and conditions set forth in the bid documents.

HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

PROJECT NO.: RDWD 1701

BID DATE: JUNE 29, 2017

A. Bid Form:

Item No.	Description	Unit Prices		
		June 1, 2017 thru May 31, 2018	June 1, 2018 thru May 31, 2019	June 1, 2019 thru May 31, 2020
1A	Cost of Repainting Hydrant (one (1) hydrant) (Minimum work order: 50 units)	\$	\$	\$
1B	Cost of Repainting Hydrant Protector Post (one (1) post)	\$	\$	\$

Notes:

- ♦ The cost of the paint (colors as listed in Section 331219), primer, and cleaning of the hydrant shall be included in the bid item for Item 1A.

B. Bid Comparison:

Item No.	Description	Number of Units	Total Price		
			NTP thru Dec. 31, 2018	Jan. 1, 2019 thru Dec. 31, 2019	Jan. 1, 2020 thru Dec. 31, 2020
1	Repainting of Hydrant	50 hydrants	\$	\$	\$
1B	Repainting of Hydrant Protector Post	10 posts	\$	\$	\$
Bid Comparison Total:			\$	\$	\$

Notes:

- ♦ The purpose of the Bid Comparison table is for development of a contract amount only and does not define the actual scope of work to be performed.
- ♦ Quantities provided are estimates only and will vary. Actual scheduled work, and equipment and material cost will vary based on authorization by the Water District.
- ♦ Price provided under Item 1 shall be reflective of the cost required to perform said work for a single hydrant. The unit price shall include all incidentals including but not limited to mobilization, travel expenses, fuel, MPT, labor and equipment.

HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

PROJECT NO.: RDWD 1701

BID DATE: JUNE 29, 2017

- ◆ The Town of Riverhead reserves the right to extend the terms of this contract to other Town operated entities.
- ◆ The qualified bidder will be required to provide the appropriate references (5 minimum) and documentation of qualifications.
- ◆ The Town Board reserves the right to award work that serves in the best interest to the Riverhead Water District. **Unbalanced bids will be rejected.**
- ◆ The option to extend the contract an additional year (from January 1, 2019 through December 31, 2019) or two (from January 1, 2020 through December 31, 2020) can be exercised solely at the discretion of the Town Board. Should the Town Board decide to renew the contract for an additional period; written authorization will be provided by the Riverhead Water District prior to January 1 of the additional year.
- ◆ The Town/District reserves the right to reject any or all bids.
- ◆ Within ten (10) days (Weekends and legal holidays excepted) after acceptance of this bid by the Town/District, the bidder shall execute the contract. The bidder shall furnish the required insurances to the water district's attorney within the same time frame.
- ◆ The bidder represents herewith that he is aware of the working conditions, has carefully reviewed the proposal and specifications, has checked and certifies the accuracy of the bid.
- ◆ The contractor shall coordinate all work with the District to minimize disturbances to District operations.

C. Bidder Information and Certification:

FIRM NAME: _____

FIRM ADDRESS: _____

SIGNED BY: _____ TITLE: _____

PRINT NAME: _____ DATE: _____

PHONE: _____ FAX: _____

E-MAIL: _____

FEDERAL I.D. NO. OR
SOCIAL SECURITY NO.: _____

PROPOSAL

BID SECURITY

Enclosed is a certified check or bid bond for five percent (5%) of the total amount of the bid as required by the foregoing "Information for Bidders."

The Bidder hereby agrees to appear with its sureties at the office of the Town of Riverhead, Town Clerk's office within ten (10) days (Weekends and legal holidays excepted) after due notice from the Town Board that the contract has been awarded to it and is ready for signature; such notice to be given in writing within thirty (30) days of opening of the bids and, on the signing of such contract by the Bidder, to furnish the indemnifying bonds as provided in the General Conditions.

The Bidder hereby further agrees that in the event of its failure or refusal to enter into a contract in accordance with this bid within ten (10) days (Weekends and legal holidays excepted) after due notice from the Town Board that the contract has been awarded to it and is ready for signature, as given in accordance with the Information for Bidders and/or its failure to execute and deliver the bond for the full amount of the contract price, as provided in said Information for Bidders, the Bidder's check or bid bond which is herewith deposited with the Town Board shall (at the option of said Board) become due and payable as ascertained and liquidated damages for such default; otherwise, said check or bid bond will be returned to the undersigned.

The full names and residences of all persons and parties interested in the foregoing bid as principals are as follows:

NAME	ADDRESS
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

DATED AT: _____ THE _____ DAY OF _____, 20 ____.

1.0 - INDEMNITY

The Contractor and all subcontractors performing work in connection with this Contract shall HOLD HARMLESS, INDEMNIFY and DEFEND the Owner and Engineer, their consultants and each of their officers, agents and employees from any liability, claims, losses or damage including reasonable costs of defense arising out of or alleged to arise from the Contractor's or subcontractor's negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the Owner, the Engineer or their officers, agents and employees.

2.0 - LIMITATION OF LIABILITY

The Contractor and all subcontractors agree to limit the liability of the Owner and the Engineer due to the Engineer's professional negligent errors or omissions such that the total aggregate liability of the Engineer to those named shall not exceed Fifty Thousand Dollars (\$50,000) or five percent (5%) of the Contract award amount, whichever is greater.

3.0 - NO CLAIM FOR DELAY

The Contractor and all subcontractors agree to HOLD HARMLESS from any and all claims for loss or damages of any nature against the Owner or Engineer for delays in commencement, performance or completion of the Contract, regardless of whether said delays are, or may be, caused by the Owner, Engineer or any governmental agency.

NON-COLLUSIVE BIDDING CERTIFICATE

Pursuant to Section 103-D of the General Municipal Law, the Contractor makes the following statement under penalty of perjury, and by submission of this bid or proposal, the bidder certified that:

(a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of the bids or proposals for this project to any other bidder, competitor or potential competitor; (c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; (d) the person signing this bid or proposal certifies that he/she has fully informed him or herself regarding the accuracy of the statements contained in this certification and, under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; (e) that attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Resolve that _____ be authorized
NAME OF CORPORATION

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

HYDRANT PAINTING CONTRACT – SCHEDULED SERVICE

and to include in such bid or proposal the certificate as to non-collusion required by Section 103-D of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by

_____ at a meeting of its Board of Directors
held on the _____ day of _____, 20____.

(Seal of the Corporation)

Secretary: _____

RESPECTIVELY SUBMITTED:

Firm Name: _____

Address: _____

Signed By: _____

Title: _____

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

**INSTRUCTIONS FOR COMPLETING THE NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION**

Please Read Before Completing Questionnaire

- Complete all sections of the Questionnaire.
- Submit this form as required by the contracting agency after being announced the low bidder for any competitively bid contract, or when proposed for subcontract work. If you have submitted one within six (6) months of the bid date with any contracting agency, as long as the information remains unchanged and accurate, you may submit a complete certified copy of that form, together with an Affidavit of No Change, to the Agency with which you are bidding. A contracting agency may require additional information deemed necessary for its review. Whenever more space is needed to answer any question or you wish to give further explanation, complete by attaching extra pages. All questions must be answered.
- For each “Yes” answer in Sections IV, V, VI, VII, VII and IX, add additional explanatory material. For question 7.2, if your firm has OSHA citations, attach copies of each citation.
- A certified annual financial statement, including Accountant’s Review Report and Accompanying Notes, will be acceptable in lieu of completing the financial disclosure forms in the questionnaire.
- If you wish material in this Questionnaire to be held as confidential and exempt from disclosure under Freedom of Information, place an asterisk in front of all information you do not want disclosed to outside sources.
- This Questionnaire is generally valid for one calendar year, unless major changes have occurred (firm purchased by another business, bankruptcy, etc.), in which case re-submittal is required.
- Submit completed questionnaires marked “CONFIDENTIAL” to:

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT BUREAU
50 WOLF ROAD, 1st FLOOR, SUITE 1CM
ALBANY, NY 12232
(518) 457-1564

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name*</u>			<u>EIN</u>	
Complete Address of the <u>Principal Place of Business</u>			Phone Number	Fax Number
E-mail		Website		
Authorized Contact for this Questionnaire				
Name			Phone Number	Fax Number
Title			E-mail	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type (DBA, Trade Name, Other)	Name	EIN	State or County where filed	Status (ACTIVE OR INACTIVE)
SELECT				SELECT
SELECT				SELECT

I. BUSINESS CHARACTERISTICS		
1.0 <u>Business Entity</u> Type -		
a) ☐ <u>Corporation</u> (including <u>P.C.</u>)	Date of Incorporation	
b) ☐ <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized	
c) ☐ <u>Limited Liability Partnership</u>	Date of Registration	
d) ☐ <u>Limited Partnership</u>	Date Established	
e) ☐ <u>General Partnership</u>	Date Established	County (If formed in NYS)
f) ☐ <u>Sole Proprietor</u>	How many years in business?	
g) ☐ Other	Date Established	
If Other, explain:		
1.1 Was the <u>Business Entity</u> formed in New York State?	Yes ☐	No ☐
If "No" indicate jurisdiction where the <u>Business Entity</u> was formed:		
United States ☐ State		
Other ☐ Country		

*All under lined terms are defined in the "New York State Vendor Responsibility Definitions List", which can be found at:
<http://www.osc.state.ny.us/vendrep/documents/definitions.pdf>.

Note: These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. **By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" as it existed at the time of certifications.**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ? <i>Note: Select "Not Required" if the <u>Business Entity</u> is a <u>Sole Proprietor</u> or <u>General Partnership</u></i>			☐ Yes ☐ No ☐ Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			☐ Yes ☐ No
1.4 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State? <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the <u>Business Entity</u> a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) ☐ New York State certified <u>Women-Owned Business Enterprise</u> (WBE) ☐ <u>New York State Small Business</u> ☐ Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. <i>(Attach additional pages if necessary.)</i>			
Name	Title	Percentage Ownership <i>(Enter 0% if not applicable)</i>	Employment Status with the Firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?		☐ Yes ☐ No
Firm/Company Name	Firm/Company EIN <i>(If Available)</i>	Firm/Company's Primary Business Activity

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this <u>affiliate</u> ?		☐ Yes ☐ No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to 2.0 above?		☐ Yes ☐ No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		☐ Yes ☐ No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> <u>Joint Ventures</u> within the past three (3) years? <i>Attach additional pages if necessary.</i>		☐ Yes ☐ No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

III. CONTRACT HISTORY
3.0 List the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmenta.doc . If less than ten, include most recent subcontracts on projects up to that number.
3.1 List all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at http://www.osc.state.ny.us/vendrep/documents/attachmentb.doc .

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

IV. INTEGRITY – CONTRACT BIDDING	
Within the past five (5) years, has the Business Entity, an affiliate or any predecessor company or entity:	
4.5 Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ?	☐ Yes ☐ No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	☐ Yes ☐ No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

V. INTEGRITY – CONTRACT AWARD	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	☐ Yes ☐ No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ?	☐ Yes ☐ No
5.2 Had its surety called upon to complete any contract whether government or private sector?	☐ Yes ☐ No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity/owners</u> involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

VI. CERTIFICATIONS/LICENSES	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a <u>federal</u> certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	☐ Yes ☐ No
<i>For each “Yes,” provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

VII. LEGAL PROCEEDINGS	
Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No
7.1 Been the subject of:	
(i) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	☐ Yes ☐ No
(ii) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	☐ Yes ☐ No
7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT CONSTRUCTION (CCA-2)

EIN:

VII. LEGAL PROCEEDINGS Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:	
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	☐ Yes ☐ No
7.6 Other than previously disclosed, been the subject of any <u>citations, notices, violation orders</u> , pending administrative hearings or proceedings or determinations of a violation of: ▪ <u>Federal</u>, state or local health laws, rules or regulations; ▪ <u>Federal</u>, state or local environmental laws, rules or regulations; ▪ Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; ▪ Any labor law or regulation, which was deemed willful; ▪ Employee Retirement Income Security Act (ERISA); ▪ <u>Federal</u>, state or local human rights laws; ▪ <u>Federal</u>, state or local security laws?	☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No ☐ Yes ☐ No
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

VIII. LEADERSHIP INTEGRITY If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section. Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:	
8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No ☐ N/A
8.2 Misdemeanor or felony charge, indictment or conviction for: (i) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?	☐ Yes ☐ No ☐ N/A ☐ Yes ☐ No ☐ N/A
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	☐ Yes ☐ No ☐ N/A
<i>For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		☐ Yes ☐ No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		☐ Yes ☐ No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?		☐ Yes ☐ No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		☐ Yes ☐ No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project	b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at http://www.osc.state.ny.us/vendrep/documents/attachmentc.xls		

X. FREEDOM OF INFORMATION LAW (FOIL)	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>	☐ Yes ☐ No
<i>Indicate the question number(s) and explain the basis for the claim.</i>	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR PROFIT CONSTRUCTION (CCA-2)**

EIN:

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State contracting entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20____;

_____ Notary Public

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontractson projects up to that number.						
1.	Agency/Owner	Award Date		Amount	Date Completed	
	Contact Person	Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
2.	Agency/Owner	Award Date		Amount	Date Completed	
	Contact Person	Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
3.	Agency/Owner	Award Date		Amount	Date Completed	
	Contact Person	Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
4.	Agency/Owner	Award Date		Amount	Date Completed	
	Contact Person	Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
5.	Agency/Owner	Award Date		Amount	Date Completed	
	Contact Person	Telephone No.	Design Architect and/or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A - COMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number.						
6.	Agency/Owner	Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount	Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
7.	Agency/Owner			Award Date	Amount	Date Completed
Contact Person		Telephone No.	Design Architect and/or Design Engineer			
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
8.	Agency/Owner			Award Date	Amount	Date Completed
Contact Person		Telephone No.	Design Architect and/or Design Engineer			
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
9.	Agency/Owner			Award Date	Amount	Date Completed
Contact Person		Telephone No.	Design Architect and/or Design Engineer			
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			
10.	Agency/Owner			Award Date	Amount	Date Completed
Contact Person		Telephone No.	Design Architect and/or Design Engineer			
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	EIN of JV, if applicable			

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.							
1.	Agency/Owner		Award Date		Amount		Date Completed
	Contact Person	Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
	Agency/Owner		Award Date		Amount		Date Completed
2.	Contact Person	Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
	Agency/Owner		Award Date		Amount		Date Completed
	Contact Person	Telephone No.	Design Architect and/or Design Engineer				
3.	Contact Person	Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
	Agency/Owner		Award Date		Amount		Date Completed
	Contact Person	Telephone No.	Design Architect and/or Design Engineer				
4.	Contact Person	Telephone No.	Design Architect and/or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable		
			Total Contract Amount	Amount Sublet to Others	Uncompleted Amount		
	Agency/Owner		Award Date		Amount		Date Completed
	Contact Person	Telephone No.	Design Architect and/or Design Engineer				

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.						
5. Agency/Owner		Award Date		Amount		Date Completed
Contact Person	Telephone No.	Design Architect and/or Design Engineer				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to Others			Uncompleted Amount
6. Agency/Owner		Award Date		Amount		Date Completed
Contact Person	Telephone No.	Design Architect and/or Design Engineer				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to Others			Uncompleted Amount
7. Agency/Owner		Award Date		Amount		Date Completed
Contact Person	Telephone No.	Design Architect and/or Design Engineer				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to Others			Uncompleted Amount
8. Agency/Owner		Award Date		Amount		Date Completed
Contact Person	Telephone No.	Design Architect and/or Design Engineer				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to Others			Uncompleted Amount

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

EIN:

Question 3.1: List all current uncompleted construction contracts.							
9. Agency/Owner		Telephone No.	Design Architect and/or Design Engineer	Award Date	Amount		Date Completed
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to Others			Uncompleted Amount	
10. Agency/Owner				Award Date	Amount		Date Completed
Contact Person		Telephone No.	Design Architect and/or Design Engineer				
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
		Total Contract Amount	Amount Sublet to Others			Uncompleted Amount	
Grand Total All Uncompleted Contracts \$0.00							

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:
As of Date:

ASSETS

<u>Current Assets</u>		
1.	<u>Cash</u>	\$
2.	<u>Accounts receivable – less allowance for doubtful accounts</u>	\$
	Retainers included in accounts receivable	
	Claims included in accounts receivable not yet approved or in litigation	
	Total accounts receivable	0.00
3.	<u>Notes receivable – due within one year</u>	\$
4.	<u>Inventory – materials</u>	\$
5.	<u>Contract costs in excess of billings on uncompleted contracts</u>	\$
6.	<u>Accrued income receivable</u>	
	Interest	
	Other (list)	
	Total accrued income receivable	0.00
7.	<u>Deposits</u>	
	Bid and plan	
	Other (list)	
	Total deposits	0.00
8.	<u>Prepaid expenses</u>	
	Income Taxes	
	Insurance	
	Other (List)	
	Total prepaid expenses	0.00
9.	<u>Other current assets</u>	
	(List)	
	Total other current assets	0.00
10.	<u>Total current assets</u>	\$ 0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

11.	<u>Investments</u>		
	Listed securities present market value	\$	
	Unlisted securities present value		
	Total investments	\$	0.00
12.	<u>Fixed Assets</u>		
	Land		
	Building and improvements		
	Leasehold improvements		
	Machinery and equipment		
	Automotive equipment		
	Office furniture and fixtures		
	Other (list)		
	Total	\$	0.00
	Less: accumulated depreciation		
	Total fixed assets net	\$	0.00
13.	<u>Other Assets</u>		
	Loans receivable		
	officers		
	employees		
	shareholders		
	Cash surrender value of officers' life insurance		
	Organization expense – net of amortization		
	Notes receivable – due after one year		
	Other (list)		
14.	Total Other Assets	\$	0.00
	<u>TOTAL ASSETS</u>	\$	0.00

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION**

EIN:

LIABILITIES

<u>Current Liabilities</u>		
15. Accounts payable	\$	
16. Loans from shareholders – due within one year		
17. Notes payable – due within one year		
18. Mortgage payable – due within one year		
19. Other payables – due within one year (List)	\$	
20. Total other payables – due within one year		0.00
21. Billings in excess of costs and estimated earnings		
Accrued expenses payable		
Salaries and wages		
Employees' benefits		
Insurance		
Other		
Total accrued expenses payable		0.00
22. Dividends payable		
23. Income taxes payable		
State		
Federal		
Other		
Total income taxes payable		0.00
24. Total Current Liabilities	\$	0.00
25. Deferred Income Taxes		
Payable		
State		
Federal		
Other		
Total deferred income taxes	\$	0.00

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C – FINANCIAL INFORMATION

EIN:

26.	<u>Long Term Liabilities</u> Loans from shareholders – due after one year Notes payable – due after one year Mortgage – due after one year Other payables – due after one year (List)			
27.	Total long term liabilities <u>Other Liabilities</u> (List)	\$	0.00	
28.	Total other liabilities <u>TOTAL LIABILITIES</u>	\$	0.00	0.00
<u>NET WORTH</u>				
29.	Net Worth (if proprietorship or partnership)	\$		
30.	Stockholders' Equity Common stock issued and outstanding Preferred stock issued and outstanding Retained earnings Total Less: Treasury Stock			\$
31.	TOTAL STOCKHOLDERS EQUITY	\$	0.00	0.00
32.	TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	\$		0.00

IRANIAN INVESTMENT ACTIVITIES CERTIFICATION

IRANIAN INVESTMENT ACTIVITIES CERTIFICATION

(To be completed by the Bidder and submitted with the bid)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

Dated:_____2017

(Name of corporation or partnership)

(Individual)

(Officer stating title) (Partner)

QUALIFICATION OF BIDDERS

TOWN OF RIVERHEAD / RIVERHEAD WATER DISTRICT

SUFFOLK COUNTY

NEW YORK

The District may make such investigation as the District deems necessary to determine the responsibility of any Bidder or to determine the ability of any Bidder to perform the Work. Bidders shall furnish to the District all information and data required by the District, including complete financial data, within the time and in the form and manner required by the District. The District reserves the right to reject any bid if the evidence required by the District is not submitted as required or if the evidence submitted by or the investigation of any Bidder fails to satisfy the District that the Bidder is responsible, or is able or qualified to carry out the obligations of the Contract or to complete the Work as contemplated. At the discretion of the District, any bidder may be required to complete and submit the enclosed New York State Uniform Contracting Questionnaire to assist in determining the bidder's qualifications.

The following is a list showing the name of the Owner, Location, Date of Construction, General Description of Work, Amount of the Contract and Contract Period for projects of similar nature in size, construction method and construction procedure, which have been completed by the undersigned as the prime contractor, and which have been in operation for a period of not less than one year (minimum of five such projects).

Project No.1

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

QUALIFICATION OF BIDDERS

Project No.2

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

Project No.3

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

Project No.4

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

QUALIFICATION OF BIDDERS

Project No.5

Owner: _____

Contact Name and Phone Number: _____

Location: _____

General Description: _____

Contract Amount: _____

Contract Period: _____

The Riverhead Water District reserves the right to reject any and all bids which do not include a completed qualifications section and/or do not meet the necessary qualifications criteria, for both prime contractor and subcontractors, as described within this qualifications section, for construction work to be performed and completed as required by the contract documents.

BIDDER

FIRM NAME: _____

ADDRESS: _____

PREPARED BY: _____

SIGNED BY: _____

TITLE: _____

CONTRACTOR'S RESPONSIBILITY

It is the Contractor's responsibility to inform the District in advance when a situation arises that forces the Contractor to cancel work for a given day. For example, if the Contractor informs the District that he will be on the job on a certain day and then has to cancel the appointment because he cannot obtain certain materials or equipment, it is the Contractor's responsibility to inform the District of these latest developments and to let him know that construction observation services will not be needed for that day.

In the event that the District is not given ample warning of such a cancellation and, as a result, unnecessary time is spent sending field personnel out to the project site to observe the previously scheduled construction, sufficient funds will be deducted from monies due the Contractor to reimburse the Engineer for his wasted time.

By the same token, sufficient funds will be deducted from monies due the Contractor to reimburse the District for any services rendered in the field or in the office regarding work that had to be performed a second time due to substandard work on the part of the Contractor on the original work.

CONTRACT

CONTRACT IN QUADRUPLICATE FOR _____
AT TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK, dated _____, 20__, BY AND
BETWEEN THE TOWN BOARD OF THE TOWN OF RIVERHEAD, SUFFOLK COUNTY, NEW YORK,
acting for and in behalf of the RIVERHEAD WATER DISTRICT (herein called the TOWN DISTRICT), and
_____ (herein called the CONTRACTOR).

WITNESSETH, that the TOWN DISTRICT and the CONTRACTOR, in consideration of the
premises and of the mutual covenants, considerations and agreements herein contained, agree as
follows:

This Contract is here
by awarded to the CONTRACTOR for the work and material called for under his bid in the Proposal
section of the Contract and designated as Items: _____

and if required by the District Engineers, Items: _____

for the sum of: _____

_____ (\$ _____)

for the unit and/or lump sum price(s) as listed in the Proposal herein.

CONTRACT

1. CONTRACT DOCUMENTS AND DEFINITIONS

The Notice to Bidders, Information for Bidders, Proposal, General Conditions, Contract, Specifications and Plans, together with any Addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The titles, headings, headlines and marginal notes contained herein are solely to facilitate reference to the various provisions of the contract documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "contract documents" is used, it shall mean and include this Contract, the Plans, Specifications, any Addenda, and the Notice to Bidders, Information for Bidders, General Conditions and Proposal. In case of any conflict or inconsistency between the provisions of the Contract and those of the Specifications, the provisions of the Contract shall govern.

WORK: The term WORK, as used herein, refers to all of the work proposed to be accomplished at the site of the project and all such other work as is in any manner required to accomplish the completed project, and includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper for or incidental to the carrying out and completion of the terms of this Contract. The term WORK PERFORMED shall be construed to include material delivered to and suitably stored at the site of the project.

EXTRA WORK: The term EXTRA WORK, as used herein, refers to and includes all work required by the TOWN DISTRICT which, in the judgment of the Engineer, with the Town's approval, involves changes in or additions to work required by the Plans, Specifications and any Addenda in their present form.

SUBCONTRACTOR: The term SUBCONTRACTOR, as used herein, shall mean any person, firm or corporation applying labor and material for work at the site of the project, but not including the parties to this Contract.

ENGINEER: In the performance of the work, the TOWN DISTRICT shall be represented by its Consulting Engineer H2M architects + engineers (herein called the ENGINEER).

NOTICE: The term NOTICE, as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to, or at the last known business address of, the person, firm or corporation for whom intended or to his, their, or its duly authorized agents, representatives or officers, or when enclosed in a postage prepaid wrapper or envelope addressed to such person, firm, or corporation at his, their, or its last known business address and deposited in a United States Mail Box.

DIRECTED, REQUIRED, APPROVED, ACCEPTABLE: Whenever they refer to the work, or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation or prescription of the Engineer, and "approved", "satisfied", or "satisfactory", "in the judgment of", and words of like import, shall mean approved or acceptable to, or satisfactory to, in the judgment of the Engineer.

2. SCOPE OF THE WORK

The Contractor will furnish all plant, labor, material, supplies, equipment and other facilities and things necessary or proper for or incidental to, the work contemplated by this Contract as required by, and in strict accordance with, the applicable Plans, Specifications and Addenda prepared by the Engineer

CONTRACT

and/or required by and in strict accordance with, such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by the Contract.

3. COMPENSATION TO BE PAID TO THE CONTRACTOR

A. Agreed Prices: It is understood and agreed that the Contractor will accept as payment in full the summation of products, of the actual quantities in place upon the completion of the work, as determined by the Engineer's measurements by the unit prices bid, no allowance being made for anticipated profit or for reason of variations from the estimated quantities set forth in the Proposal.

B. Extra Work and/or Changes: The TOWN DISTRICT may, at any time, by a written order, and without notice to the sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as follows:

- (1) By such applicable unit prices, if any, as set forth in the contract; or
- (2) If no such unit prices are set forth, then by unit prices or by a lump sum mutually agreed upon by the TOWN DISTRICT and the Contractor; or
- (3) If no such unit prices are set forth, and if the parties cannot agree upon unit prices or a lump sum, then by actual net cost in money to the Contractor of the materials, permits, wages, or applied labor, premium for Workers' Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added 15 percent as full compensation for all other items of profit, costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workers' Compensation Insurance, material used in temporary structures, allowances made by the Contractor to subcontractors and the use of small tools.

4. TIME OF ESSENCE

Inasmuch as the provisions of this Contract relating to the time for performance and completion of the work are for the purpose of enabling the TOWN DISTRICT to proceed with the construction of a public improvement, in accordance with a predetermined program, such provisions are of the essence of this Contract.

5. COMMENCEMENT OF WORK

The Contractor agrees that he will commence work in accordance with contract periods described herein.

6. TIME FOR COMPLETION

The TOWN DISTRICT reserves the right to order the Contractor to suspend operations when, in the opinion of the District, improper weather conditions make such action advisable, and to order the Contractor to resume operations when weather and ground conditions permit.

CONTRACT

7. PENALTY FOR DELAY

The Contractor shall be penalized for not completing the work within the agreed to time frame set in the work order. Penalty may include overhead charges, services, inspector's wages, that the TOWN DISTRICT will suffer by reason of such delay, for each and every day during which the aforesaid work may be incomplete over and beyond the time herein stipulated for its completion, provided, however, that the TOWN DISTRICT shall have the right to extend the time for the completion of said work.

8. EXTENSIONS OF TIME - NO WAIVER

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to Acts of God or of any public enemy, acts or neglect of the TOWN DISTRICT, acts or neglect of any other Contractor, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotion or freight embargoes, the period herein above specified for completion of his work shall be extended by such time as shall be fixed by the TOWN DISTRICT.

No such extension of time shall be considered a waiver by the TOWN DISTRICT of its right to terminate the Contract for abandonment or delay by the Contractor as hereinafter provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

9. CONTRACT SECURITY

~~_____ A. _____ At the completion of each contract year, the Contractor shall deliver to the TOWN DISTRICT a Maintenance Bond equal to one hundred percent (100%) of the total value of work performed under this contract. This Maintenance Bond shall remain in full force and effect for a period of one (1) year after the date of the Engineer's approval of the annual final payment request and such bond, which shall be executed by the Contractor and issued by a reliable, solvent surety company authorized to do business in the State of New York shall guarantee to the TOWN DISTRICT that the Contractor shall promptly remedy any defects or faults that may occur within twelve (12) months after completion and acceptance of the work performed by the Contractor pursuant to this Contract.~~

B. Additional or Substitute Bond - If, at any time, the TOWN DISTRICT shall be or become dissatisfied with any surety or sureties, or if, for any other reason, such bond shall cease to be adequate security to the TOWN DISTRICT, the Contractor shall, within five (5) days after notice from the TOWN DISTRICT, substitute an acceptable bond in such form and sum, and signed by such other surety as may be satisfactory to the TOWN DISTRICT. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due, nor shall be made until the new surety shall have been qualified.

10. CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until he has obtained and had approved by the TOWN DISTRICT all of the insurance required under this Contract, as enumerated herein:

Compensation Insurance

Public Liability and Property Damage Insurance

CONTRACT

Contractor's Protective Liability and Property Damage Insurance

Owner's (TOWN DISTRICT) and Engineer's Protective Public Liability and Property Damage Insurance

Automobile Public Liability and Property Damage Insurance

The Contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance has been posted with, and approved by, the TOWN DISTRICT.

A. Compensation Insurance - The Contractor shall take out and maintain, during the life of this Contract, Workers' Compensation Insurance for all of his employees employed at the site of the project, and in any case of any of the work being sublet, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Contractor.

B. Commercial General Liability and Insurance - The Contractor shall take out and maintain during the life of this Contract such insurance as shall protect him and any subcontractor performing work covered by this Contract for claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

(1) Comprehensive General Liability Insurance in the amount not less than ONE MILLION DOLLARS (\$1,000,000.) each occurrence and TWO MILLION DOLLARS (\$2,000,000.) general aggregate.

(2) Umbrella Liability for bodily injury and property damage in an amount not less than FIVE MILLION DOLLARS (\$5,000,000.)

C. Commercial General Liability and Umbrella Liability - The above policies for commercial general liability and umbrella liability insurance must be so written as to include Contractor's Protective Liability Insurance to protect the contractor against claims arising from the operations of any subcontractor.

The above policies for Commercial General Liability insurance must name the Town of Riverhead, The Riverhead Water District, its employees, public officials, officers, agents, etc., as additional insureds on a primary and non-contributory basis for General Liability, Automobile Liability and/or Excess Umbrella Liability. That additional insured status must be evidenced by a copy of endorsement CG 20 10 10 01, "additional insured – owners, lessee or contractors – scheduled person or organization" endorsement (see attached sample) or its equivalent and copy of endorsement CG 20 37 10 01, "additional insured – owners, lessees or contractors - completed operations" endorsement (see attached sample), or its equivalent.

D. Blanket Waiver of Subrogation – The above policies for workers' compensation insurance as well as comprehensive general liability insurance, automobile insurance, and excess umbrella liability insurance shall include waiver of transfer of rights of recovery against the Town of Riverhead, The Riverhead Water District, and H2M architects + engineers. Such waiver of subrogation shall be evidenced by certificate of insurance or copy of endorsement to the appropriate policy.

CONTRACT

E. Owner's Protective Liability Insurance – (TOWN DISTRICT, and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER and H2M architects + engineers as engineer) – If the Town of Riverhead, Riverhead Water District deem necessary, the Contractor shall furnish to the TOWN DISTRICT with respect to the operations he or any of his subcontractors perform, a regular Owner's Protective Liability Insurance Policy for and in behalf of the TOWN DISTRICT and/or TOWN BOARD, TOWN OF RIVERHEAD as OWNER, providing for a limit of not less than ONE MILLION DOLLARS (\$1,000,000.) each occurrence, a total limit of TWO MILLION DOLLARS (\$2,000,000.) general aggregate for all damages arising out of bodily injuries to, or death of, two or more persons in any one accident; and regular Protective Property Damage Insurance providing for a limit of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000.) for all damages. The insurance must fully cover the legal liability of the TOWN DISTRICT, TOWN BOARD, TOWN OF RIVERHEAD as OWNER and H2M architects + engineers as ENGINEER. The coverage provided under this policy must not be affected if the TOWN DISTRICT performs work in connection with the project either for, or in cooperation with, the Contractor or as an aid thereto, whether the same be a part of the Contract or separate therefrom, by means of its own employees or agents, or if the TOWN DISTRICT directs or supervises the work to be performed by the Contractor.

F. Commercial Automobile Liability - The Contractor shall take out and maintain during the life of the Contract such automobile public liability insurance as shall protect him and any subcontractor performing work covered by this Contract from claims for damages for personal injury, including accidental death as well as from claims for property damage which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor, or by any one directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

- (1) Automobile Public Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000.) for bodily injuries, including wrongful death per occurrence.
- (2) Umbrella Liability for bodily injury and property damage in an amount of not less than FIVE MILLION DOLLARS (\$5,000,000.).

11. FUEL SURCHARGES

The Town/District will not pay any type of fuel surcharge. Any fuel surcharges added will be deleted from any payments made to the vendor.

12. PROOF OF CARRIAGE OF INSURANCE

The Contractor shall furnish the TOWN DISTRICT with certificates of each insurer insuring the Contractor or any subcontractor under this Contract, except with respect to subdivision D. of paragraph 10. In respect to this paragraph, the Contractor shall furnish the TOWN DISTRICT with the original insurance policy and a copy to the Engineer.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limit or limits of liability thereunder. Both the certificates and the policy shall be further endorsed to provide the TOWN DISTRICT and Engineer with any notice of cancellation at least ten (10) days prior to the actual date of such cancellation.

CONTRACT

13. COMPLIANCE WITH LABOR AND PENAL LAWS

The Contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this Contract. The Labor Laws, as amended, provide that no laborer, worker or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood, or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week, except in such emergency; that the wages to be paid for a legal day's work as hereinbefore defined, to laborers, workers, or mechanics upon the work called for under this Contract, or for any materials used upon or in connection therewith shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the State where such work is to be done and each laborer, worker, or mechanic employed by the Contractor, subcontractor, or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Laws which required the payment of the prevailing rate of wages and the eight (8) hour day.

Section 220A of the Labor Law, as amended by Chapter 472 of the Laws of 1932, provides that before payment is made by or on behalf of the State or any City, County, Town or Village or other civil division of the State, of any sums due on account of a contract for a public improvement, it is the duty of the Comptroller or the financial officer of the Municipal Corporation to require the Contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due each, respectively.

Section 220B of the Labor Law, as amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or subcontractor to the extent of the amount or amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if, for any other reason, it may be deemed advisable, the Comptroller of the State or other financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof the sum or sums admitted by any Contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any Contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220C of the Labor Law, as amended, provides the penalty for making of a false oath or verification.

Section 220D of the Labor Law provides that the advertised specifications for every Contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall contain the provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract, either by the Contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation

CONTRACT

that willfully pays after entering into such Contract less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and, upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollars (\$500.) or by imprisonment for not more than thirty (30) days, or by both fine and imprisonment for a second offense by a fine of One Thousand Dollars (\$1,000.) and, in addition thereto, the Contract on which the violation has occurred shall be forfeited; and no such person or corporation shall be entitled to receive any sum or nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this Section.

The minimum wage rates established by the Industrial Commissioner, State of New York, for this Contract, are as set forth in the INFORMATION FOR BIDDERS.

All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL Section 761.

14. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on this project under this Contract in full (less deductions made mandatory by law) in cash and not less often than once each week.

15. ESTIMATES AND PAYMENTS

A. Scheduled or Emergency Work: Upon completion of the work required under each work order, the Contractor shall submit to the District a payment request with the appropriate invoicing. In consideration of the work done and the materials furnished, the TOWN DISTRICT will pay or cause to be paid to the Contractor the amount due to him. The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the TOWN DISTRICT of any work so estimated and paid for. All payments are subject to correction in any subsequent payment.

~~C. Maintenance Bond: At the end of each contract period, the contractor shall submit to the Town a one year Maintenance Bond for the full value of the work performed during the contract period. The TOWN/DISTRICT will reimburse the Contractor for said bond based on a dollar for dollar value.~~

16. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the Contractor of the final payment shall be, and shall operate as a release to the TOWN DISTRICT from all claims and all liabilities to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the TOWN DISTRICT and other relating to, or arising out of, this work, excepting the Contractor's claims for interest upon the final payment, if these payments be improperly delayed. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract.

17. INSPECTION AND TESTS

All material and workmanship shall be subject to inspection, examination and test by other representatives of the TOWN DISTRICT at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on.

CONTRACT

Without additional charge, the Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make tests so required safe and convenient.

If, at any time, before final acceptance of the entire work, the DISTRICT considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall, upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the District, whether or not the same shall be defective, the Contractor shall be liable for the expenses of such examination and of satisfactory reconstruction.

If, however, such work is found to meet the requirements of this Contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of costs of extra work pursuant to a Change Order signed by the TOWN DISTRICT and the Contractor.

The selection of laboratories and/or agencies for the inspection and tests of supplies, materials or equipment shall be subject to the approval of the District. Satisfactory documentary evidence that the material has passed the required inspection and test must be furnished the District prior to the incorporation of the material in the work.

Any rejected work shall be removed from the site of the project completely at the expense of the Contractor.

18. CONTRACTOR'S TITLE TO MATERIALS

No material or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work.

19. SUPERINTENDENCE BY CONTRACTOR

Contractor shall designate a contact person to whom emergency calls and work orders shall be directed. At the site of the work the Contractor shall designate a mechanic who shall have full authority to act for the Contractor.

20. PROTECTION OF WORK, PERSONS AND PROPERTY

Precaution shall be exercised at all times for the proper protection of all persons, property and work. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The Contractor shall furnish entirely at his own expense any and all additional safety measures deemed necessary by the TOWN DISTRICT to adequately safeguard the traveling public. The Contractor shall give notice to the owners of all utilities which may serve the area and request their assistance in pre-determining the location and depth of the various pipes, conduits, manholes and other underground facilities.

CONTRACT

The Contractor shall, at all hours of the day, safely guard and protect his own work and adjacent property from any damage and shall replace or make good any such damage, loss or injury unless such be caused directly by errors contained in the contract documents, or by the TOWN DISTRICT or its duly authorized representatives.

The Contractor shall provide and maintain such watchers, barriers, lights, flares and other signals, at his own expense, as will effectively prevent any accident in consequence of his work for which the TOWN DISTRICT might be liable. The Contractor shall be liable for all injury or damage caused by his act or neglect, or that of his employees.

21. PATENT RIGHTS

As part of his obligation hereunder and without any additional compensation, the Contractor will pay for any patent fees or royalties required in respect to the work or any part thereof and will fully indemnify the TOWN DISTRICT for any loss on account of any infringement of any patent rights, unless prior to his use in the work of a particular process or a product of a particular manufacturer, he notifies the TOWN DISTRICT in writing that such process or product is an infringement of a patent.

22. REPRESENTATIONS OF CONTRACTOR

The Contractor represents and warrants:

A. That he is financially solvent and that he is experienced in and competent to perform the type of work involved under this Contract and able to furnish the plan, materials, supplies and/or equipment to be furnished for the work; and

B. That he is familiar with all Federal, State and Municipal Laws, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and

C. That such work required by these contract documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended and that such construction will not injure any person or damage any property; and

D. That he has carefully examined the Contract Documents, and the site of the work, and that from his own investigation he has satisfied himself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment, and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

23. SURVEYS

~~_____ The Contractor shall provide all layouts, measurements, lines, and grades necessary for the execution of the work, and will furnish the necessary stakes and spikes for laying out such lines and grades and the unskilled labor necessary to place same and/or assist in measuring.~~

24. CHANGES AND ALTERATIONS

The TOWN DISTRICT reserves the right to make alterations in the location, line, grade, plans, form or dimensions of the work, or any part thereof, either before or after the commencement of the

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construction. If such alterations diminish the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increase the amount of work, such increases shall be paid for according to the quantity of work actually done and at the unit prices for such work as contained in the schedule of prices.

If such alterations decrease the amount of work, such decreases shall be a credit to the TOWN DISTRICT based on the quantity of work not performed as agreed to by the TOWN DISTRICT and the Contractor and at the unit prices for such work as contained in the Schedule of Prices.

25. CORRECTION OF WORK

All work and all materials, whether incorporated into the work or not, all processes of manufacture and all methods of construction shall be, at all times and places, subject to the inspection of the District who shall be the final judge of quality, materials, processes of manufacture and methods of construction suitable for the purpose for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good and replaced and/or corrected as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site.

If, in the opinion of the District, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the contract documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the District, shall be equitable.

The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship, and agrees to correct any defects, settlements, or shrinkages which may appear within one (1) year following the date of the final payment request. Neither the acceptance of the completed work nor payment therefor shall operate to release the Contractor or his sureties from any obligations under or upon this Contract.

26. WEATHER CONDITIONS

The Contractor will and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If any work or materials shall have been damaged or injured by reason of the failure on the part of the Contractor or any of his subcontractors to protect his, or their work, such work and materials shall be removed and replaced at the expense of the Contractor.

27. THE TOWN DISTRICT'S RIGHT TO WITHHOLD PAYMENTS

The TOWN DISTRICT may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the TOWN DISTRICT, be necessary:

A. To assure the payment of just claims then due and unpaid of any persons supplying labor or materials for the work;

B. To protect the TOWN DISTRICT from loss due to defective work not remedied; or

C. To protect the TOWN DISTRICT from loss due to injury to persons or damage to the work or property of other contractors or subcontractors or others, caused by the act or neglect of the Contractor or any of his subcontractors. The TOWN DISTRICT shall have the right, as agent for the Contractor, to apply any such amount so withheld in such manner as the TOWN DISTRICT may deem

CONTRACT

proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

28. THE TOWN DISTRICT'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If:

A. The Contractor shall file for any form of bankruptcy relief or make an assignment for the benefit of creditors; or

B. A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said twenty (20) days; or

C. The Contractor shall violate any provision of this Contract; or

D. The Contractor shall fail or refuse to regard laws, ordinances, regulations, or the instructions of the Engineer and/or the TOWN DISTRICT;

then, and in any such event, the TOWN DISTRICT without prejudice to any other rights or remedy it may have, and after seven (7) days written notice to the Contractor and Contractor's Surety may terminate the employment of the Contractor and take possession of the premises and all material, tools and appliances therein, and complete the work by contract or otherwise, as the TOWN DISTRICT solely may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, engineering, administration, legal, testing and observation services and any damages for delay), such excess shall be paid to Contractor.

If the expense shall exceed the unpaid balance, the Contractor and his sureties shall be liable to the TOWN DISTRICT for such excess.

29. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work shall be stopped by order of the Court or any public authority, Federal or State agency, for a period of three (3) months through no act or fault of the Contractor or any of his agents, servants, employees, materialmen, or subcontractors, the Contractor may, upon ten (10) days notice to the TOWN DISTRICT, discontinue his performance of the work and/or terminate the Contract.

Upon termination by the Contractor the TOWN DISTRICT may take possession of the work and complete the work by Contract or otherwise, as the TOWN DISTRICT solely may deem expedient.

If the Contract is terminated by the Contractor, the liability of the TOWN DISTRICT to the Contractor shall be for all work executed and for any proven loss sustained upon any materials, equipment, tools, construction equipment, including reasonable profit and damages.

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30. RESPONSIBILITY OF WORK

The Contractor agrees to be responsible for the entire work embraced in this Contract until its completion and final acceptance, and that any unfaithful or imperfect work that may become damaged from any cause, either by act or commission or omission to properly guard and protect the work that may be discovered at any time before the completion and acceptance shall be removed and replaced by good and satisfactory work without any charge to the TOWN DISTRICT and that such removal and replacement will be performed immediately on the requirement of the District, notwithstanding the fact that it may have been overlooked by the proper inspector, and partial payment made thereon. It is fully understood by the Contractor that the inspection of the work shall not relieve him of any obligation to do sound and reliable work as herein prescribed, and that any omission to disapprove of any work by the District at or before the time of a partial payment or other estimate shall not be construed to be an acceptance of any defective work.

31. USES OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense:

- A. To take every precaution against injury to persons or damages to property;
- B. To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractors, or other contractors;
- C. To place upon any of the completed work only such superimposed loads as are consistent with the safety of that portion of the work;
- D. To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times the site of the work shall present a neat and orderly and workmanlike appearance;
- E. Before the District's approval of the Final Payment Request, to remove all surplus material, temporary structures, plants of any description and debris of any and every nature resulting from his operations and to put the site in a neat and orderly condition.

32. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury to property and/or safety to life, the Contractor will be permitted to act as he sees fit without previous instructions from the TOWN DISTRICT. He shall notify the TOWN DISTRICT thereof immediately thereafter and any compensation claimed by the Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the TOWN DISTRICT for approval and Change Order executed by the TOWN DISTRICT and the Contractor.

Where the Contractor has not taken action but has notified the District of an emergency indicating injury to persons or damage to adjoining property or to the work being accomplished under this Contract, then upon authorization from the District to prevent such threatened injury or damage, he shall act as instructed by the District. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra work and shall be incorporated into a Change Order executed by the TOWN DISTRICT and Contractor.

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33. SUITS AT LAW

The Contractor shall indemnify and save harmless the TOWN DISTRICT from and against all suits, claims, demands or actions for any injury sustained or alleged to be sustained by any party or parties in connection with the construction of the work or any part thereof, or any commission or omission of the Contractor, his employees or agents or any subcontractors and in case any such action shall be brought against the TOWN DISTRICT, the Contractor shall immediately take care of and defend the same at his own cost and expense.

34. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

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

35. SUBLETTING, SUCCESSOR AND ASSIGNS

The Contractor shall not sublet any part of the work under this Contract, nor assign any money due him hereunder without first obtaining the written consent of the TOWN DISTRICT. This Contract shall inure to the benefit of and shall be binding upon the parties hereunder and upon their respective successors and assigns, but neither party shall assign or transfer his interest herein in whole or in part without consent of the other.

CONTRACT

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

RIVERHEAD WATER DISTRICT

BY: _____
SEAN WALTER, SUPERVISOR

(TOWN SEAL)

CONTRACTOR
BY: _____

TITLE: _____

(SEAL)

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

On the ___ day of _____, 20__, before me personally came SEAN WALTER, to me known, who being by me duly sworn, did depose and say that he is the duly elected SUPERVISOR of the TOWN OF RIVERHEAD, COUNTY OF SUFFOLK, NEW YORK, and that at a meeting of the Town Board of the Town of Riverhead, duly held on the ___ day of _____, 20__, the said Board, also acting in its capacity as the Governing Body of the Riverhead Water District, authorized the said SUPERVISOR to execute all and any contracts on behalf of the Board; that he knows the seal of said Town, and that the said Water District seal is also the seal of the Town of Riverhead; that the seal affixed to the foregoing instrument is its corporate seal; that it was affixed thereto by order of the said Board, and that he signed his name thereto and executed the said instrument on behalf of the said Water District by like order and authority.

NOTARY PUBLIC

CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)
) ss:
COUNTY OF)

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

NOTARY PUBLIC

CONTRACT

ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF NEW YORK)
) ss:
COUNTY OF)

On this ____ day of _____, 20__, before me personally came and appeared _____,
to me known, and known to me to be one of the members of the firm of _____,
described in and who executed the foregoing instrument, and he acknowledged to me that he executed
the same as and for the act and deed of said form.

NOTARY PUBLIC

SECTION 007305 – GENERAL CONDITIONS**1. GENERAL CONDITIONS**

The "General Conditions" are hereby made a part of these specifications and are attached herein.

Where any article of the General Conditions is supplemented hereby, the provisions of such article shall remain in effect. All the supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided or superseded shall remain in effect.

Work, materials, plant, labor and other requirements of the General Conditions shall be furnished by the contractor. No direct payment shall be made for these General Conditions, and payment shall be deemed to be included in the Contract price or various items of the entire Contract.

2. CONTRACT DOCUMENTS

The Contract Documents include, but are not limited to, the General Conditions, General Specifications, Detailed Specifications, Plans, Proposal Form, Contract and other sections as either cited on the Index page(s) or actually included in the bound documents.

Each section of the Contract Documents is intended to be complementary to the other sections. It is intended that they include all items of labor and materials and everything required and necessary to complete the work, even though some items of work or materials may not be particularly mentioned in every section or may have been inadvertently omitted from the Drawings or Specifications or both.

3. ~~APPROVAL OF SUBCONTRACTORS AND MATERIALS~~

~~Prior to commencing any work under this Contract, the contractor shall submit to the Engineer for approval a list of all the subcontractors and material suppliers it proposes to use for this Contract. No subcontractor or material supplier will be permitted to deliver materials or perform any work on this Contract until it has been approved by the Engineer.~~

4. INTERPRETATION OF DRAWINGS, ETC.

In the event of discrepancies between the Drawings and the Specifications, the following order shall be given preference when making interpretations:

- a. Addenda (later dates to take precedence over earlier dates).
- b. ~~Drawings (schedules or notes to take precedence over other data shown on Drawings).~~
- c. Technical Specifications
- d. General Specifications
- e. General Conditions

On all Plans, Drawings, etc., the figure dimensions shall govern in the case of discrepancy between the scales and figures.

The contractor shall take no advantage of any error or omission in the Plans, or of any discrepancy between the Plans and Specifications, and the Engineer shall make such corrections and interpretations as may be deemed necessary for the fulfillment of the intent of the Specifications and of the Plans as construed by him, and his decision shall be final.

All work that may be called for in the Specifications and not shown on the Plans, or shown on the Plans and not called for in the Specifications, shall be furnished and executed by the contractor as if designated in both. Should any work or material be required which is not denoted in the Plans and Specifications, either directly or indirectly, but which is, nevertheless, necessary for the proper carrying out of the intent thereof, it is understood and agreed that the same is implied and required, and that the contractor shall perform such work and furnish such materials as if they were completely delineated and described.

5. ADDITIONAL WORK

Additional work, if required to be performed under this Contract, will be in accordance with the applicable paragraphs of the Contract. The Engineer shall be the sole judge as to whether such work was intended as part of the Contract or is in addition thereto.

6. SAFETY PROVISIONS

The contractor shall take every precaution and shall provide such equipment and facilities as are necessary or required for the safety of its employees. In case of an accident, first aid shall be administered to any who may be injured in the progress of the work. In addition, the contractor shall also be prepared for the removal to the hospital for treatment of any employee either seriously injured or ill.

7. SANITARY REGULATIONS

In addition to compliance with the Occupational Safety and Health Act, the contractor shall erect and maintain necessary sanitary conveniences for the use of employees on the work. Such conveniences shall be properly secluded from observation, and their use shall be strictly enforced. Such sanitary conveniences shall be constructed in compliance with all laws, ordinances or regulations governing these facilities. The contents of same shall be removed with sufficient frequency to prevent nuisance, and disposed of to the satisfaction of the Engineer.

The contractor shall obey and enforce such other sanitary regulations and orders and shall take such precautions against infectious diseases as may be deemed necessary. In case any infectious diseases occur among its employees, it shall arrange for the immediate removal of the patient from the work and his isolation from all persons connected with the work.

8. RESPONSIBILITY OF ENGINEER AND CONTRACTOR DURING CONSTRUCTION

By means of the on-site observations of the work in progress, the Engineer will endeavor to provide protection for the Owner against defects and deficiencies in the contractor's work, but the furnishing of such services shall not include construction review of the contractor's construction means, methods, techniques, sequences or procedures, or of any safety precautions and programs in connection with the work.

The contractor is responsible for complete conformance to the Plans and Specifications, proper construction procedures, coordination with subcontractors, other contractors and utilities, and safe working conditions for its employees.

9. LABOR

All contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State of New York and the various acts amendatory and supplementary thereto; and to all other laws, ordinances and legal requirements applicable thereto. All contractors and subcontractors shall submit original copies of certified payroll records for each period worked at the site. In addition all contractors and subcontractors shall provide a completed Affidavit of Labor Form 220 and Riverhead Town Wage Disclaimer Form for each payroll week prior to issuance of any partial or final payment.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only.

10. CLAIMS OR PROTESTS

If the contractor considers any work required of him to be outside the requirements of the Contract, or considers any record or ruling of the Engineers or Inspectors as unfair, he shall ask for written instructions or decisions immediately, and then file a written protest with the Owner against the same within five days thereafter, or be considered as having accepted the record or ruling.

11. NOTIFICATION, INTERFERENCE AND INJURY TO UTILITIES

The contractor shall cooperate in every way with the utility companies. All excavation shall be done in compliance with Article 36 of the General Business Law and notices given as provided by GBL, Section 761.

All conduits, water mains and gas mains encountered in the construction shall be properly and safely taken care of by the contractor, who shall, upon encountering same, notify the public corporation to whom they belong, in order that they may be changed in such a manner as not to interfere with the final construction.

In case any damage shall result to any service pipe for water or gas, or any private or public sewer or conduit by reason of negligence on the part of the contractor, he shall, without delay and at his own expense, repair same to the satisfaction of the Engineer, and in case such repairs are not made promptly or satisfactorily, the Owner may have the repairs made by another contractor or otherwise, and deduct the cost of same from any monies due or to become due the contractor.

12. INFRINGEMENT OF PATENTS

The contractor further agrees to hold himself responsible for any claims made against the Owner for any infringement of patents by the use of patented articles in any one phase of construction of the work and the completion of same, or any process connected with the work agreed to be performed under this Contract, or of any materials used upon said work and to save harmless and indemnify the Owner from all costs, expenses and damages which the Owner shall be obliged to pay by reason of any infringement or patents used in the construction and completion of the work.

13. DAMAGES

All damage, direct or indirect, of whatever nature resulting from either the performance of, or resulting to the work under, this Contract during its progress from whatever cause, shall be borne and sustained by the contractor, and all work shall be solely at his risk until the date of the final payment request.

14. GUARANTEE/WARRANTY

This contractor shall guarantee and warrant his work and that of his subcontractors against defects in workmanship and/or materials for a period of one (1) year from the date of final payment request by the Engineer, except as otherwise specified. Upon written notification from the Engineer, the contractor shall repair, replace or reconstruct such defects to the satisfaction of the Engineer at no cost to the Owner.

15. STANDARDIZATION

The general items specified with the Technical Specifications indicate specific manufacturers and/or catalog numbers etc., for the purpose of standardization within the District in order to minimize the stockpiling of replacement parts.

END OF SECTION 007305

SECTION 007306 – WATER MAIN & APPURTENANCES GENERAL SPECIFICATIONS**SCOPE**

The work under this Contract includes furnishing all materials, equipment, labor, etc., for the installation of cement-lined ductile iron water mains and appurtenances, as shown on the Plans and Specifications and as directed by, and to the approval of, the Engineer.

GENERAL SPECIFICATIONS

The General Specifications are hereby made a part of the contract.

Where any article of the General Specifications is supplemented hereby, the provision of such article shall remain in effect. The supplemental provisions shall be considered as added thereto. Where any such article is amended, voided or superseded thereby, the provisions of such article not so specifically amended, voided or superseded shall remain in effect.

NO DIRECT PAYMENT

No direct payment will be made for work done or for materials furnished under these General Specifications. Compensation shall be deemed to have been included in the contract price of the entire work.

WORKMANSHIP

It is the intent of these specifications to describe definitely and fully the character of materials and workmanship required with regard to ordinary features and to require first-class work and materials.

For any unexpected features arising during the progress of the work and not fully covered herein, the specifications shall be interpreted by the Engineer to require first-class work and materials, and such interpretation shall be accepted by the Contractor.

PROPER METHOD OF WORK AND PROPER MATERIALS

The Engineer shall have the authority to direct the order and sequence of the work, which shall be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

If at any time before the commencement or during the progress of the work, the materials and appliances used or to be used appear to the Engineer as insufficient or improper for assuring the quality of work required or the required rate of progress, he may order the Contractor to increase its efficiency or to improve the character of the materials and appliances. The failure of the Engineer to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.

During freezing or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout. Work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

CONSTRUCTION MONITORING

The Contractor shall, at all times, provide convenience of access and safe and proper facilities for the observation of all parts of the work. No work, except such shop work as may be so permitted, shall be done except in the presence of the Engineer or his assistants.

The Contractor shall notify the Engineer 24 hours in advance as to when he intends to start or resume the work.

No material of any kind shall be used upon the work until it has been monitored and accepted by the Engineer. Rejected materials shall be immediately removed from the work and not again offered for use.

Any materials or workmanship found at any time to be defective shall be remedied at once, regardless of previous monitoring. The observation of the work by the Engineer is intended to aid the Contractor in applying labor and materials in accordance with the contract, but such observation shall not operate to release the Contractor from any of its contract obligations.

COOPERATION

All contractors and subcontractors shall coordinate their work with adjacent work and with other trades so as to facilitate the general progress of the work. Each trade shall afford other trades every reasonable opportunity for the installation of their work and for the storage of their material.

PROTECTION OF WORK

The Contractor shall place a sufficiency of yellow, Type C steady burn lights on or near any work accessible to the public, and keep them burning sunset to sunrise. It shall erect suitable railings or barriers, and shall provide watchmen on the work by day or night, as required and deemed necessary for the safety of the work on public or adjoining property.

The District reserves the right to remedy any neglect on the part of the Contractor regarding the protection of the work which may come to its attention, after 24 hours notice in writing; except that in cases of emergency, it shall have the right to remedy any neglect without notice; and, in either case, to deduct the cost of such remedy from any money due the Contractor.

REPRESENTATIVE ALWAYS PRESENT

The Contractor, in case of its absence from the work, shall have a competent representative or foreman present, who shall follow, without delay, all instructions of the Engineer or his assistants in the prosecution and completion of the work in conformity with this Contract, and shall have full authority to supply labor and materials immediately. The Contractor shall also have a competent representative available to receive telephone messages and provide a reasonable reply as soon as possible, but not later than 24 hours.

SIGNS

No signs or advertisements will be allowed to be displayed unless a permit is obtained from the Town Building Department and the sign is approved by the Engineer.

PERMITS AND REGULATIONS

The Water Main Contractor shall obtain and pay for all permits necessary to conduct the work and complete this contract. Work shall be performed in strict accordance with the regulations and requirements of the various civil agencies having jurisdiction. Upon completion of the work provided for in

this Contract, and before final payment shall be made, the Contractor shall furnish the Engineer with any necessary certificates of approval issued by these various agencies.

LABOR

All contractors and subcontractors employed upon the work shall and will be required to conform to the Labor Laws of the State of New York and the various acts amendatory and supplementary thereto, and to all other laws, ordinances and legal requirements applicable thereto.

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. The standards of the work required throughout shall be of such grade as will bring results of the first class only.

TEMPORARY LIGHTS, WATER, ETC.

The Water Main Contractor shall provide its own temporary light, power and water supply. The Contractor shall pay for all current for temporary power and lighting. The District will not charge for water used.

GRADES, LINES, LEVELS AND SURVEYS

The Developer will establish the lines and grades for the water mains and appurtenances. All grades, lines, levels and bench marks shall be maintained by this Contractor, who shall be responsible for same.

The Contractor shall verify grades, lines, levels and dimensions shown on the plans, and he shall report any errors or inconsistencies in the above to the Engineer before commencing work.

BOUNDARIES OF WORK AND CONTIGUOUS WORK

The District will obtain from the Developer rights-of-way for the work specified in this Contract, and the Contractor shall not enter or occupy with men, tools or materials any private ground outside the easements and rights-of-way without the consent of the property owner and the approval of the Engineer. Other contractors of the District may, for all purposes required by their contracts, enter upon the work and premises used by the Contractor, and the Contractor shall give to other contractors of the District all reasonable facilities and assistance for the completion of adjoining work.

Where the work called for extends upon or through private property, the Developer shall procure all necessary rights and deeds for access to the property for the District. The Contractor shall not proceed with this part of the work until the Developer has completed its negotiations with the property holders and all necessary papers are in the hands of the District.

CLEANING AND FINAL INSPECTION

All pipelines and other structures shall be kept clean during construction. As work approaches completion, the Contractor shall systematically and thoroughly clean the site and structures and make any needed repairs.

The Contractor shall furnish, at its own expense, suitable tools and labor for cleaning out all dirt, mortar and foreign substances from the structures, and the water for cleaning by flushing. Any leakage of water into any structure exceeding the limits specified, or any deviation from the proper grade for alignment to the structure, or any other defect such as to make the work, in the opinion of the Engineer, fall short of first-class work, shall be properly corrected by the Contractor at its own expense.

Cleaning and repairs shall be arranged, so far as practicable, to be completed upon finishing the construction work. Notice to begin this cleaning and repairing, if such is needed, will be given in due season by the Engineer who, at the same time, will make his final inspection of the work.

The Engineer will not prepare the Contractor's final payment request until after the final inspection is made. During this final inspection, the Contractor, at its own expense, shall furnish suitable provisions as to needed drainage, workers and appliances.

CHANGE ORDERS

During the construction period of this Contract, the Engineer may order, in writing, changes in sizes of (prior to release of water mains and appurtenances from the manufacturer) and/or changes in locations of (prior to delivery of materials) and/or additional water mains and appurtenances. The prices as bid for the respective sizes installed shall also be applicable to any such changes or additions ordered by the Engineer. The total cost of additional water mains and appurtenances shall be limited to not more than 10 percent of the total bid (including alternate bids) of all items.

END OF SECTION 007306

SECTION 007343 - WAGE RATES

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

Riverhead Water District

Jessica Caccioppoli, Staff Engineer
538 Broad Hollow Road
4th Floor East
Melville NY 11747

Schedule Year 2016 through 2017
Date Requested 02/02/2017
PRC# 2017001131

Location Riverhead Water District
Project ID# RDWD1701
Project Type Leak detection and hydrant annual maintenance contracts

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: ____/____/____	☐ (01) General Construction	
Approximate Completion Date: ____/____/____	☐ (02) Heating/Ventilation	
	☐ (03) Electrical	
	☐ (04) Plumbing	
	☐ (05) Other : _____	

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

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry Fair Play Act

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

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

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

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

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



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

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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

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

Independent Contractors: If you are an independent contractor:

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

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

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

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

Employer Name:

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

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

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

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

2. OSHA Training Institute Education Centers:

Rochester Institute of Technology OSHA Education Center

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: dlwtpo@rit.edu

(866) 385-7470 Ext. 2919

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

Atlantic OSHA Training Center

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: crooksje@umdnj.edu

(732) 235-9455

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

Atlantic OSHA Training Center

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: mailto:japs@buffalo.edu

(716) 829-2125

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

Keene State College

Manchester, NH

Leslie Singleton

e-mail: lsingletin@keene.edu

(800) 449-6742

www.keene.edu/courses/print/courses_oshacfm

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

www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

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

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

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

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

AND

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

REMEMBER...

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

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure ...

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

Do not write in any additional Classifications or Counties.

Requestor Information:

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

Return Completed Form:

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

Bureau of Public Work
Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

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

Before completing Form PW30R check to be sure ...

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

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

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

Please Type or Print the Requested Information

When completed ...

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

-or-

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

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location
of Project: _____ County: _____

(If you are Subcontractor)

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 3 - 7)
*** Do not write in any additional Classifications or Counties***

Requestor Information

Name: _____

Title: _____ Date : _____

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	☐
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	☐
Electrician	910	10, 16, 17, 23, 25, 45		☐
Electrician Lineman	1049Line/Gas	30, 41, 52		☐
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249a West	60		☐
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		☐
Electrical Lineman	1249aWestLT	60		☐
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	☐
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		☐
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		☐
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		☐
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	☐
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		☐
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		☐
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		☐
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		☐
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		☐
Laborers- Tunnel	157	47	18, 29, 46	☐
Laborers- Heavy & Highway	157h/h	47	18, 29, 46	☐

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers- Heavy & Highway	1822/2h	10,16,57		☐
Laborers- Heavy & Highway	1822/2h(2)	17, 23, 25, 45		☐
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	☐
Laborers- Tunnel	190	1, 42, 58	11, 20, 46	☐
Laborers- Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	☐
Laborers- Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	☐
Laborers- Tunnel	35T	21, 22, 27, 33	18, 29	☐
Laborers- Heavy & Highway	633hON	34		☐
Laborers- Heavy & Highway	633hOS	38		☐
Laborers- Heavy & Highway	633h Cay	6		☐
Laborers- building	633 bON	34		☐
Laborers- building	633b Cay	6		☐
Laborers- building	633bOS	38		☐
Laborers- Heavy & Highway	785h	12, 55	49, 54	☐
Laborers - Building	785(7)	4	9, 13, 54	☐
Laborers - Building	785B-CS	8, 51	49	☐
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	☐
Laborers Heavy & Highway	785(7)	4	9, 13, 54	☐
Laborer - Heavy & Highway	785HH-CS	8, 51	49	☐
Laborer - Building	621b	2, 7	5	☐
Laborer - Residential	621r	2, 7	5	☐

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	☐
Mason-Building	2TS.3	6, 34, 38	27	☐
Mason-Building	2b-on	34		☐
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	☐
Mason-Building	2b.2	22, 33	25	☐
Mason-Building	2b.3	6, 34	27	☐
Mason-Building	2b.4	38		☐
Mason-Building	2b.5	23	25	☐
Mason-Building	2b.6	45		☐
Mason-Building	2b.8	10, 16, 17	57	☐
Mason-Building	2b.5	23	25	☐
Mason-Building	2b.6	45		☐
Mason-Building	2b.8	10, 16, 17	57	☐
Mason-Building	3b-Co-Z2	8, 49, 51	2	☐
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		☐
Mason-Building	3B-lth-Z2	12, 55		☐
				☐
				☐
				☐
				☐
				☐
				☐

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

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

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

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

Suffolk County General Construction

Asbestos Worker

02/01/2017

JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016

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

02/01/2017

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016

Boilermaker \$ 51.56
Repairs & Renovations \$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2016

Boilermaker 32% of hourly
Repairs & Renovations Wage Paid
+ \$25.19

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

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

OVERTIME PAY

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.
**Boilermaker gets 4 times the hourly wage rate for working on Labor Day.
***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

	07/01/2016
Apprentice(s)	32% of Hourly Wage Paid Plus Amount Below

1st Term	\$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

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

4-5

Carpenter

02/01/2017

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2016

Piledriver	\$ 51.63
Dockbuilder	\$ 51.63

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyworker	\$ 48.62
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OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1)on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

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

Supplemental benefits per hour:

Apprentices	\$ 32.49
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8-1556 Db

Carpenter**02/01/2017**

JOB DESCRIPTION Carpenter**DISTRICT 8****ENTIRE COUNTIES**

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

PARTIAL COUNTIES

Orange: The area lying on Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Per hour: 07/01/2016

Carpet/Resilient

Floor Coverer \$ 50.50

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

SUPPLEMENTAL BENEFITS

Per hour worked:

Floor Coverer \$ 45.85

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour is Percentage of Journeyworkers Wage

(1) year terms:

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

Supplemental benefits per hour:

\$ 31.11

8-2287

Carpenter**02/01/2017**

JOB DESCRIPTION Carpenter**DISTRICT 8****ENTIRE COUNTIES**

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

WAGES

Per Hour: 07/01/2016

Marine Construction:

Marine Diver \$ 65.38

Marine Tender 46.44

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyman \$ 48.62

OVERTIME PAY

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

HOLIDAY

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

8-1456MC

Carpenter**02/01/2017****JOB DESCRIPTION** Carpenter**DISTRICT 8****ENTIRE COUNTIES**

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

WAGES

Per hour: 07/01/2016

Building

Millwright \$ 51.50

SUPPLEMENTAL BENEFITS

Per hour worked:

Millwright \$ 52.38

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

* must show up to work

REGISTERED APPRENTICES

Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

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

Supplemental benefits per hour paid:

(1) year terms:

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

8-740.1

Carpenter**02/01/2017****JOB DESCRIPTION** Carpenter**DISTRICT 8****ENTIRE COUNTIES**

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

WAGES

Per Hour: 07/01/2016

Timberman \$ 46.99

SUPPLEMENTAL BENEFITS

Per Hour Worked: 07/01/2016

\$ 48.23

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour:

(1) year terms:

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

Supplemental benefits per hour:

\$ 32.30

8-1556 Tm

Carpenter

02/01/2017

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: 07/01/2016 10/17/2016

Core Drilling:

Driller \$ 37.82 \$ 38.82

Driller Helper 30.17 30.96

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:

Helper 1st year \$ 21.12

Helper 2nd year 24.14

Helper 3rd year 27.15

Helper 4th year 30.17

Note: Hazardous Waste Pay Differential:

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2016 10/17/2016

Driller and \$ 24.00 \$ 24.66

All Helpers

OVERTIME PAY

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

HOLIDAY

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

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

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

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

02/01/2017

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Suffolk

PARTIAL COUNTIES

Nassau: Work performed "North of Southern State Parkway and East of Seaford Creek"

WAGES

Per Hour: 07/01/2016

Carpenter (Building)	\$ 48.28
Carpenter (Heavy Highway)	\$ 48.28

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

SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter Categories	\$ 31.21
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the following:

Per Hour:

1st	2nd	3rd	4th
\$ 23.12	\$ 25.16	\$ 29.22	\$ 33.29

Supplemental Benefits

Per Hour:

All Terms: \$ 17.65

4-Reg.Council Nass/Suff

Electrician

02/01/2017

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2016
Telephone and
Intergrated Tele-Data
System Electrician \$ 36.78

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)228-3915 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data
Electrician 16% of
Hourly Wage
Paid + \$17.33

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

02/01/2017

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2016

Electrician

Electrical Maintenance \$ 42.20

"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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R 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 + \$ 16.83

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

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits:

	Apprentices Hired Prior to 04/26/2014	Apprentices Hired After 04/26/2014
	07/01/2016	07/01/2016
1st	12% + \$9.90	3% + \$3.50
2nd	12% + \$10.79	8% + \$4.04
3rd	12% + \$11.70	9% + \$5.06
4th	12% + \$12.59	10% + \$6.81
5th	12% + \$13.48	11% + \$10.76
6th	12% + \$13.66	DNA

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician

02/01/2017

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2016	05/01/2017
Electrician		
Pump & Tank	\$ 40.45	\$ 41.05

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician		
Pump & Tank	65.25% of *Wage	65.25% of *Wage

Paid 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	\$ 12.02	\$ 12.32
2nd Term	\$ 16.02	\$ 14.37
3rd Term	\$ 20.02	\$ 16.42
4th Term	\$ 24.03	\$ 18.47
5th Term	\$ 28.04	\$ 24.63
6th Term	\$ 34.04	\$ 28.74

SUPPLEMENTAL BENEFITS

Per Hour:

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

4-25 Pump & Tank

Electrician

02/01/2017

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2016	04/29/2017
Electrician/Wireman	\$ 51.00	\$ 51.50
HVAC Controls	51.00	51.50
Fire Alarms	51.00	51.50

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2016	04/29/2017
Electrician/Wireman (all catagories)	16% of Hourly Wage Paid + \$24.09	16% of Hourly Wage Paid + \$24.96

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits Per Hour:

07/01/2016

04/29/2017

1st	3% + \$2.71	3% + \$2.87
2nd	8% + \$4.08	8% + \$4.84
3rd	9% + \$4.95	9% + \$6.04
4th	10% + \$ 6.99	10% + \$8.19
5th	13% + \$10.64	13% + \$11.03
6th	14% + \$17.05	14% + \$17.29

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

Electrician	02/01/2017
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JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2016	04/02/2017
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Tree Trimmer/Remover

Line Clearance Specialist	\$ 31.77	\$32.72
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Ground Man

(Not to Exceed 20% of Work Force)	\$19.06	\$19.63
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These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

All tree removal for heavy highway or building construction contracts MUST use Heavy Highway Laborer and Operating Engineer classifications.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2016	04/04/2017
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Tree Trimmer/Remover

Line Clearance Specialist and Ground Man	19.50% of Hourly Wage Paid + \$9.41	19.75% of Hourly Wage Paid + \$9.82
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) paid

OVERTIME PAY

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

HOLIDAY

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

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

4-1049/Tree

Electrician Lineman	02/01/2017
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JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2016	04/02/2017
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Lineman/Splicer	\$ 52.28	\$ 53.85
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Material Man	45.48	46.85
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Heavy Equip. Operator	41.82	43.08
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Groundman	31.37	32.31
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Flagman	23.53	24.23
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For Natural Gasline Construction:

Per Hour:	07/01/2016	
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Journeyman U.G.Mech.	\$ 44.08	
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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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R 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:

	07/01/2016	04/02/2017
All Classifications	31.5% of Hourly Wage Paid + \$ 11.70	32.0% of Hourly Wage Paid + \$ 11.93

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

Natural Gasline Construction:

Per Hour:

07/01/2016

Journeyman U.G.Mech.

26% of Hourly
Wage Paid +
\$11.96

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES

1000 hour Terms at the following Percentage of Journeyman's Wage.

(Lineman Only)

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

SUPPLEMENTAL BENEFIT:	07/01/2016	04/02/2017
All Terms	31% of Hourly Wage Paid + \$11.70	31% of Hourly Wage Paid + \$11.93

4-1049 Line/Gas

Elevator Constructor

02/01/2017

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:

	07/01/2016	03/17/2017
Elevator Constructor	\$ 60.96	\$ 62.64
Modernization & Service/Repair	47.91	49.14

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 36.86	\$ 38.57
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Modernization & Service/Repair	35.87	37.55
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OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

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

Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

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

SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 30.44	\$ 31.96
2nd Term	31.27	32.82
3rd Term	32.51	34.10
4th Term	33.75	35.37

Modernization & Service/Repair

1st Term	\$ 30.37	\$ 31.89
2nd Term	30.73	32.26
3rd Term	31.87	33.43
4th Term	33.02	34.61

4-1

Glazier

02/01/2017

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2016	11/01/2016 + additional \$.85
Glazier	\$ 53.55	
Scaffolding	\$ 54.55	

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

Repair & Maintenance \$ 26.88

Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$121,550

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2016	11/01/2016
Journeyworker	\$ 28.94	\$ 28.94
Repair & Maintenance	17.26	17.26

OVERTIME PAY

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

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

For Repair & Maintenance see (B,B2, F, P) on overtime page.

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	07/01/2016	11/01/2016
1st term	\$ 18.20	\$ 18.20
2nd term	26.44	26.44
3rd term	31.89	31.89
4th term	42.69	42.69

Supplemental Benefits:

(Per hour worked)

1st term	\$ 14.24	\$ 14.24
2nd term	19.67	19.67
3rd term	21.58	21.58
4th term	25.12	25.12

8-1281 (DC9 NYC)

Insulator - Heat & Frost

02/01/2017

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2016	12/26/2016 Additional
Insulators Heat & Frost	\$ 64.76	\$1.20/Hr.

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	\$ 32.46
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OVERTIME PAY

See (A, D, O, V) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

1 year terms at the following percentage of Journeymans Wage.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	\$ 12.98
2nd	19.48
3rd	22.72
4th	25.97

4-12

Ironworker

02/01/2017

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: 07/01/2016

Reinforcing &
Metal Lathing \$ 54.53

SUPPLEMENTAL BENEFITS

Per hour paid:

Reinforcing &
Metal Lathing \$ 33.05

OVERTIME PAY

See (B, B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

Wages Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 26.63	\$ 30.63	\$ 33.63	\$ 36.63

SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 11.09	\$ 13.09	\$ 17.05	\$ 18.05

4-46Reinf

Ironworker

02/01/2017

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016 01/01/2017

IRONWORKER:

Ironworker Rigger \$ 58.34 An Additional \$ 1.36

Ironworker Stone
Derrickman \$ 58.34 \$ 1.36

SUPPLEMENTAL BENEFITS

Ironworker: \$ 38.85

OVERTIME PAY

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

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

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wage per hour:

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

	1st	2nd	3rd	4th	5th	6th
07/01/2016	\$29.17	\$29.17	\$41.44	\$46.07	\$50.71	\$50.71

Supplemental benefits:

Per hour paid: \$19.43 \$19.43 \$29.15 \$29.15 \$29.15 \$29.15

9-197D/R

Ironworker

02/01/2017

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2016	01/01/2017	07/01/2017
Ornamental	\$ 43.65	\$ 43.90	Additional
Chain Link Fence	43.65	43.90	\$ 1.20/Hr.
Guide Rail Installation	43.65	43.90	To be allocated

SUPPLEMENTAL BENEFITS

Per hour paid:		
Journeyworker:	\$ 50.16	\$ 51.16

OVERTIME PAY

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

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

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour paid:

1st Term	\$ 38.49	\$ 38.74
2nd Term	39.65	39.93
3rd Term	40.82	41.12
4th Term	43.16	43.51
5th Term	45.49	45.89

4-580-Or

Ironworker

02/01/2017

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:	07/01/2016	01/01/2017	07/01/2017
Ironworker:			Additional
Structural	\$ 49.50	\$ 49.75	\$ 1.73/hr.
Bridges			to be allocated
Machinery			

SUPPLEMENTAL BENEFITS

PER HOUR:		
Journeyman	\$ 70.23	\$ 71.60

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	\$ 25.85	\$ 25.97
2nd	26.45	26.57
3rd - 6th	27.05	27.17

Supplemental Benefits

PER HOUR:

All Terms	48.84	49.76
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4-40/361-Str

Laborer - Building

02/01/2017

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

WAGES

Per Hour: 07/01/2016 07/01/2017

Building Laborer \$ 38.65 Additional
 \$ 1.40/Hr

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

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer \$ 28.91
 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	\$ 17.40
2nd Term	20.35
3rd Term	24.83
4th Term	29.66

Benifits per hour

1st Term	\$ 19.15
2nd Term	21.69
3rd Term	21.94
4th Term	21.94

4-66

Laborer - Heavy&Highway

02/01/2017

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:

	07/01/2016	06/01/2017
GROUP # 1		
Total Wage Paid	\$ 48.32	Additional
"Base Wage"	42.37	\$ 2.31
GROUP # 2		
Total Wage Paid	\$ 47.08	Additional
"Base Wage"	41.13	\$ 2.27
GROUP # 3		
Total Wage Paid	\$ 43.30	Additional
"Base Wage"	37.35	\$ 2.16

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$5.95 is difference between "Base" and "Total"

SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS \$ 28.29

After Forty (40)paid hours in a work week

OVERTIME PAY \$ 17.66

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: \$37.35 X Time and One Half = \$56.02 + \$5.95 = \$61.97

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 Basic 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	\$ 28.29
After Forty(40) paid hours in a work Week	\$ 17.66

4-1298

Mason

02/01/2017

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016

Brick/Blocklayer \$ 57.98

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 26.80

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 \$ 16.53

4-1Brk

Mason - Building

02/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2016 12/05/2016

Building: An Additional
Tile Finisher \$ 42.89 \$ 0.82

SUPPLEMENTAL BENEFITS

Per Hour:

Journey worker \$ 20.22* per hour paid
plus \$ 8.42 per hour worked

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

Mason - Building

02/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building: 07/01/2016 01/01/2017

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 51.82 An additional \$1.15

Mosaic & Terrazzo Finisher 50.21 An additional \$1.15

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

(900 hour) terms at the following per cent of journeyman's wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2016	70%	80%	90%	100%

Supplemental Benefits Per Hour:

07/01/2016	\$ 22.78	\$ 23.50	\$ 24.21	\$ 24.92
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9-7/24-MP

Mason - Building

02/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages:	07/01/2016	01/01/2017
Marble Cutters & Setters	\$ 57.32	\$ 57.74

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 33.08	\$ 34.11
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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
07/01/2016									
\$22.93	\$25.79	\$28.66	\$31.53	\$34.39	\$37.26	\$40.12	\$42.99	\$48.72	\$54.45

01/01/2017: Apprentices will receive an increase per the journeyman's wage increase.

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2016									
\$23.52	\$24.27	\$25.08	\$25.84	\$26.60	\$27.37	\$28.13	\$28.91	\$30.43	\$31.96
									9-7/4

9-7/4

Mason - Building

02/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2016 01/01/2017

Marble, Stone, etc.

Maintenance Finishers: \$ 21.96 \$ 22.18

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: \$ 12.65 \$ 12.87

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

(750 hour)terms at the 07/01/2016
following percentage
of journeyman's wage
rate:

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

Supplemental Benefits:

Per hour paid

1st term	\$ 12.55
2nd term	13.85
3rd term	13.93
4th term	13.98
5th term	14.07
6th term	14.19

9-7/24M-MF

Mason - Building

02/01/2017

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2016 12/05/2016
Additional

Building:

Tile Setters \$ 55.38 \$ 1.13

SUPPLEMENTAL BENEFITS

Per Hour:

Journey Worker \$23.34* per hour paid
Plus \$8.57 per hour worked

OVERTIME PAY

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

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251
	750	1500	2250	3000	3750	4500	5250	6000
	\$28.49	\$31.86	\$35.62	\$39.40	\$42.97	\$46.35	\$49.46	\$53.11

Supplemental Benefits per hour:

1st term	\$14.95* plus \$0.74	6th term	\$18.35* plus \$1.56
2nd term	\$15.95* plus \$0.79	7th term	\$15.60* plus \$5.61
3rd term	\$16.25* plus \$1.14	8th term	\$20.35* plus \$6.05
4th term	\$16.85* plus \$1.18		
5th term	\$17.35* plus \$1.52		

9-7/52A

Mason - Building / Heavy&Highway

02/01/2017

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

WAGES

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

Per Hour:

07/01/2016

Stone Setter \$ 63.38

Stone Tender \$ 41.11

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 29.10

Stone Tender \$ 18.37

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 \$ 18.81

4-1Stn

Mason - Building / Heavy&Highway

02/01/2017

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2016 01/01/2017

Marble-Finisher \$ 45.66 \$ 1.08

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour paid

Marble- Finisher \$ 31.80

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

02/01/2017

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016

Cement Mason \$ 47.72

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

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 PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 31.96

Overtime Rate \$ 39.70

OVERTIME PAY

See (*B1, E2, **Q, ***V) on OVERTIME PAGE

* Applies to 9th and 10th hours on Saturday

** "Holidays" only for Building Construction

*** Overtime Rate as Indicated

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	\$ 15.98/OT Rate \$ 19.85
2nd Term	\$ 19.18/OT Rate \$ 23.82
3rd Term	\$ 22.37/OT Rate \$ 27.79

4-780

Mason - Heavy&Highway**02/01/2017**

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016

Pointer, Caulkers &
Cleaners \$ 50.04

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners &
Caulkers \$ 26.35

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
\$ 26.52	\$ 27.89	\$ 33.98	\$ 40.80

Apprentices Supplemental Benefits:
(per hour paid)

\$ 12.10	\$ 16.00	\$ 18.75	\$ 19.60
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4-1PCC

Operating Engineer - Building**02/01/2017**

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS " AA "CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

CLASS "A":

Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator (360 upto & over 150,000lbs), Boiler, Boring Machine, Cherry Picker (over 70 tons), Concrete Pump, Gradall, Grader, Hoist, Loading Machine (10 yds. or more), Milling Machine, Power Winch-Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scraper in Tandem, Steam Shovel, Sideboom Tractor, Stone Spreader (selfpropelled), Tank Work, Tower Crane Engineer.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Dinkey Locomotive, Fork Lift, Hoist (2 Drum), Loading Machine & Front Loader, Mulch Machine(Machine Fed), Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Saw/Cutter/Breaker, Curb Machine(asphalt & Concrete), Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi Mixer, Pumps(all), Roller(dirt), Vac-All(Truck), Jet Pump(Truck), Interior Hoist, Concrete Finish Machine, Concrete Spreader, Hoist (one drum).

CLASS "D":

Breaker, Conveyor, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump (double action diaphragm), Ridge Cutter, Robotic Unit Operator, Shot Blaster.

CLASS "E":

Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump(gypsum), Pump (single action diaphragm), Stump Chipper, Track Tamper, Tractor(caterpillar or wheel), Vibrator, Deckhand on Work Boat, Inspection/Safety Boat, Trenching Machine (Hand).

	07/01/2016	06/01/2017 Additional
Class "AA"	\$ 72.62	\$ 3.03/Hr
Cranes: Boom length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	\$ 60.43	Additional \$ 2.80/Hr
Add \$3.50 for Hazardous Waste Work		
Class "B"	\$ 57.35	\$ 2.68/Hr
Add \$2.50 for Hazardous Waste Work		
Class "C"	\$ 55.29	\$ 2.62/Hr
Add \$1.50 for Hazardous Waste Work		
Class "D"	\$ 46.28	\$ 0.00
Add \$1.00 for Hazardous Waste Work		
Class "E"	\$ 44.33	\$ 0.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes	\$ 34.65
Overtime Rate	26.35

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 20.84
2nd Term	21.67
3rd Term	22.33

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway

02/01/2017

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2016 08/01/2016

Well Driller	\$ 35.19	\$ 35.75
Well Driller Helper	\$ 30.80	\$ 31.22
Hazardous Waste Differential Added to Hourly Wage:		
Level A	\$ 3.00	
Level B	2.00	
Level C	1.00	

Monitoring Well Work Add to Hourly Wage:		
Level A	\$ 3.00	
Level B	2.00	

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2016

Well Driller & Helper	\$ 10% of straight time rate plus \$ 10.90
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Additional \$ 3.50 for Premium Time

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2015
1st Term	\$ 20.84
2nd Term	\$ 21.67
3rd Term	\$ 22.33

SUPPLEMENTAL BENIFITS

Per Hour:

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

BENEFITS AT PREMIUM TIME

Per Hour:

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

4-138well

Operating Engineer - Heavy&Highway

02/01/2017

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:	07/01/2016	07/01/2017
Heavy Highway/Building		Additional

Party Chief	\$ 65.67	\$ 2.73
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Instrument Man	50.00	2.30
Rodman	42.84	2.10

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building \$ 33.59

Premium*:
Heavy Highway/Building \$ 50.38

Premium**:
Heavy Highway/Building \$ 67.18

* 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, 8, 11, 12, 15, 25) on HOLIDAY PAGE

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

4-15D-N/S co.

Operating Engineer - Heavy&Highway

02/01/2017

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":

Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator (360 up to & over 150,000lbs), Barrier Machine, Cherry picker (over 70 tons), Concrete Pump, Grader, Gradall, Hoist, Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":

Backhoe (other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveyor-Multi, Post Hole-Auger, Fork Lift, Hoist (2 drum), Loading Machine & Front Loader, Mulch Machine (machine fed), Power Wincher (all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scrapper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Saw/Cutter/Breaker, Curb Machine (Asphalt & Concrete), Maintenance Engineer (Small Equip. & Well Point), Field Mechanic, Milling Machine (Small), Pulvi Mixer, Pumps (Hydraulic & 4in or over), Roller (Dirt), Vac-All (Truck), Jet Pump (Truck), Power Winch (Truck Mounted), Compressor (Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Fireman, Hoist (One Drum), Welding Machine (Structural Steel & Pile Work).

CLASS "D":

Compressor (Pile, Crane, Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift (Walk Behind, Power Operated), Generator (Pile Work), Hydra Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pump (Single) Action (1 to 3 Inches/Gypsum/Double Action Diaphragm), Welding Machine, Robotic Units, Hand Line Striper, Boiler (Thermoplastic), Ridge Cutter, Shot Blaster, Conveyor, Curing Machine.

CLASS "E":

Batching Plant (On Job Site), Compressor, Generator, Grinder, Mixer, Mulching Machine (Hand Feed), Oiler, Pumps (Single action up to 3 In.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Trenching Machine (Hand, walk behind), Track Tamper, Tractor, Vibrator, Deckhand on Work Boat, Inspection/Safety Boat.

07/01/2016

06/01/2017
Additional

Class "AA"	\$ 71.93	\$3.03
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	\$ 63.70*	Additional \$ 2.80
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	\$ 59.54*	\$ 2.68
*Add \$2.50 for Hazardous Waste Work.		
Class "C"	\$ 57.43*	\$ 2.62
*Add \$1.50 for Hazardous Waste Work		
Class "D"	\$ 48.18	\$ 0.00
*Add \$1.00 for Hazardous Waste Work		
Class "E"	\$ 46.22	\$ 0.00

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

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES	\$ 34.90
Note: OVERTIME AMOUNT	\$ 26.35

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 20.84
2nd Term	21.67
3rd Term	22.33

SUPPLEMENTAL BENEFITS:

APPRENTICES	\$ 15.64
Note: Overtime Amount	\$ 5.60

4-138

Operating Engineer - Marine Dredging

02/01/2017

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:

DREDGING OPERATIONS	07/01/2016
CLASS A	
Operator, Leverman,	\$ 35.63

Lead Dredgeman

CLASS A1
Dozer, Front Loader
Operator

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

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

\$ 30.81

Certified Welder,
Boat Operator(licensed)

\$ 29.01

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

\$ 28.22

Welder (please add)\$ 0.06

Boat Operator

\$ 27.30

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

\$ 22.68

Oiler(please add)\$ 0.09

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B

07/01/2016
\$ 9.99 plus 8%
of straight time
wage, Overtime hours
add \$ 0.63

All Class C

\$ 9.69 plus 8%
of straight time
wage, Overtime hours
add \$ 0.48

All Class D

\$ 9.39 plus 8%
of straight time
wage, Overtime hours
add \$ 0.33

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

02/01/2017

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: 07/01/2016
Survey Classifications

Party Chief	\$ 38.18
Instrument Man	31.47
Rodman	27.24

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 20.20

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

02/01/2017

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:	07/01/2016 (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

02/01/2017

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2016
Brush	\$ 46.85
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	46.85

Spray & Scaffold	49.85
Fire Escape	49.85
Decorator	49.85
Paperhanger/Wall Coverer	48.72

SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2016

Paperhanger	\$ 25.79
All others	22.47
Premium*	24.97*

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

	07/01/2016
Appr 1st term...	\$ 17.85
Appr 2nd term...	23.26
Appr 3rd term...	28.14
Appr 4th term...	37.52

Supplemental benefits:

(per Hour worked)

Appr 1st term...	\$ 11.73
Appr 2nd term...	14.42
Appr 3rd term...	16.70
Appr 4th term...	21.20

8-NYDC9-B/S

Painter

02/01/2017

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: 07/01/2016

Drywall Taper	\$ 46.85
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SUPPLEMENTAL BENEFITS

Per hour worked: 07/01/2016
Journeyman \$ 22.47

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages(per Hour) 07/01/2016

1500 hour terms at the following wage rate:

1st term	\$ 17.85
2nd term	\$ 23.26
3rd term	\$ 28.14
4th term	\$ 37.52

Supplemental Benefits per hour:

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

1st year	\$ 11.73
2nd year	\$ 14.42
3rd year	\$ 16.70
4th year	\$ 21.20

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

02/01/2017

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour Worked:

STEEL:

Bridge Painting: 07/01/2016

From May 1st to Nov. 15th -

\$ 49.00
+ 6.13*

From Nov. 16th to April 30th -

\$ 49.00
+ 6.13*

*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$48.00 or \$49.00 per hour only.

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour Worked:

Journeyworker: 07/01/2016

From May 1st to Nov. 15th -

Hourly Rate up to 40 hours \$ 29.95
Hourly Rate after 40 hours 7.50

From Nov. 16th to April 30th -

Hourly Rate up to 50 hours 29.70
Hourly Rate after 50 hours 7.50

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

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2016
1st 90 days	\$ 22.05
1st year after 90 days	22.05
2nd year	33.08
3rd year	44.10

Supplemental Benefits per hour worked:

	07/01/2016
1st 90 days	\$ 9.23
1st year after 90 days	11.98
2nd year	17.97
3rd year	23.96

8-DC-9/806/155-BrSS

Painter - Line Striping

02/01/2017

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):	07/01/2016
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

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

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

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2016
Journeyworker:	

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

OVERTIME PAY

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

HOLIDAY

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

8-1456-LS

Painter - Metal Polisher

02/01/2017

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

07/01/2016	06/01/2017
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Metal Polisher	\$ 28.88	\$ 29.73
Metal Polisher**	29.83	30.68
Metal Polisher***	32.38	33.23

**Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2016 06/01/2017

Journeyworker:

All classification \$ 9.26 \$ 9.41

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2016

1st year	\$ 11.75
2nd year	13.00
3rd year	15.75

Supplemental benefits:

Per hour paid:

1st year	\$ 6.26
2nd year	6.37
3rd year	6.51

8-8A/28A-MP

Plumber

02/01/2017

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2016 05/10/2017

Plumber/ PUMP & TANK	\$ 43.99	\$ 44.24
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 24.23	\$ 25.23
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OVERTIME PAY

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

(V) For Sundays & Holidays if Worked Only

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the Following

Percentage of Journeymans wage:

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

5th Term	70%
6th Term	85%

Supplemental Benifits Per Hour:

1st Term	\$12.72	\$13.31
2nd Term	\$13.36	\$13.95
3rd Term	\$13.77	\$14.77
4th Term	\$14.15	\$15.15
5th Term	\$17.38	\$18.38

4-200 Pump & Tank

Plumber	02/01/2017
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2016 11/01/2016

Plumber	\$ 50.48	\$ 50.98
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 36.97	\$ 37.47
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OVERTIME PAY

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

CODE "V" is only for SUNDAYS and HOLIDAYS 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:

	07/01/2016	11/01/2016
1st Term	\$ 23.45	\$ 23.95
2nd Term	25.76	26.26
3rd Term	27.13	27.63
4th Term	28.62	29.12
5th Term	30.20	30.70

4-200

Plumber	02/01/2017
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

07/01/2016

Plumber	
MAINTENANCE ONLY	\$ 30.30

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

SUPPLEMENTAL BENEFITS

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	
Maintenance	\$ 15.15

OVERTIME PAY

See (B, J) on OVERTIME PAGE

HOLIDAY

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

4-200 Maintance

Roofer**02/01/2017****JOB DESCRIPTION** Roofer**DISTRICT 4****ENTIRE COUNTIES**

Nassau, Suffolk

WAGES

Per Hour 07/01/2016

ROOFER/Waterproofer

Total Wage \$ 43.75
to be Paid

"Base" Wage 39.75**

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofer \$ 27.86

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: \$39.75 x time and one half = \$59.63 + \$4.00 = \$63.63)

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:

07/01/2016

1st Term \$ 7.68

2nd Term 9.60

3rd Term 19.50

4th Term 22.29

4-154

Sheetmetal Worker**02/01/2017****JOB DESCRIPTION** Sheetmetal Worker**DISTRICT 4****ENTIRE COUNTIES**

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

WAGES

Per Hour: 07/01/2016

Sign Erector \$ 46.85

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2016

Sign Erector \$ 42.34

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$11.78	\$13.35	\$14.93	\$16.49	\$23.12	\$25.13	\$27.87	\$29.95	\$32.04	\$34.11

4-137-SE

Sheetmetal Worker

02/01/2017

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016 08/01/2016

Sheetmetal Worker	\$ 51.85	\$ 53.22
Temporary Operation or Maintenance of Fans	42.46	42.58

SUPPLEMENTAL BENEFITS

Per Hour:

Sheetmetal Worker	\$ 43.54	45.04
Maintenance Worker	43.54	45.04

OVERTIME PAY

See (A, 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	\$ 17.83	\$ 18.67
3rd & 4th Term	22.91	23.98
5th & 6th Term	28.00	29.29
7th Term	35.64	37.28
8th Term	38.18	39.83
9th Term	40.73	42.59

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 15.76	\$ 16.49
3rd & 4th Term	21.80	22.75
5th & 6th Term	25.58	26.79
7th Term	31.27	32.84
8th Term	33.17	34.88
9th Term	35.07	36.84

Steamfitter

02/01/2017

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016 01/01/2017

AC Service/Heat Service \$ 39.50 \$ 39.50
Steamfitter Maintenance

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service \$ 12.00 \$ 12.75
Steamfitter Maintenance

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

4-638B-StmFtrRef

Steamfitter

02/01/2017

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2016

Steam/Sprinkler \$ 61.06
Fitter

Temporary \$ 46.42
Heat & AC

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS

Per Hour:

Steam/Sprinkler \$ 47.27
Fitter

Temporary \$ 38.78
Heat & AC

OVERTIME PAY

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

(*D) On all HVAC and Mechanical contracts that do not exceed \$15,000,000. and on all fire protection/sprinklet contracts that do not exceed \$1,500,000.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term 2nd Term 3rd Term 4th Term 5th Term

\$ 24.46 \$ 30.56 \$ 39.71 \$ 48.86 \$ 51.91

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 19.30	\$ 23.92	\$ 30.81	\$ 37.72	\$ 40.02

4-638A-StmSpFtr

Teamster - Asphalt Delivery**02/01/2017**

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

07/01/2016

Asphalt Delivery

\$ 35.535

Light Construction Work:

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

TRUCK DRIVER

07/01/2016

Asphalt Delivery

\$ 29.94

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

TRUCK DRIVER

07/01/2016

Asphalt Delivery

\$ 41.76

Light Construction Work

TRUCK DRIVER

07/01/2016

Asphalt Delivery

\$ 11.55

OVERTIME PAY

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

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

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

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

Teamster - Building**02/01/2017**

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2016
Trailers \$ 32.13
Straight Jobs \$ 32.43

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

07/01/2016
\$ 31.34

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

02/01/2017

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, improvment 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 07/01/2016
\$ 37.895

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 07/01/2016
\$ 34.945

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work 07/01/2016
Concrete Delivery \$ 38.275

Light Construction Work 07/01/2016
Concrete Delivery \$ 11.525

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

02/01/2017

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.

	07/01/2016
Site Excavating (Chauffeurs)	\$ 35.535

Light Construction Work:

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

	07/01/2016
Site Excavating (Chauffeurs)	\$ 29.94

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2016
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Heavy Construction Work Chauffeurs	\$ 41.7625
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Light Construction Work Chauffers	\$ 11.55
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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

02/01/2017

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour	07/01/2016
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Welder: To be paid the same rate of the mechanic performing the work.*

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays, if worked
- (U) Four times the hourly rate for Holidays, if worked
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

PART 1 - GENERAL**1.01 - BRIEF PURPOSE OF PROJECT - GENERAL**

- A. The purpose of this project is to provide painting for hydrants of the Riverhead Water District.
- B. All work shown and specified in the Contract Documents shall be work of this Contract.
- C. This Section provides an abbreviated summary of the work for the Contract.

1.02 - NOMENCLATURE

- A. Where the terms "Engineer/Architect" or "Architect/Engineer" are used throughout these Contract Documents, they shall mean the firm of H2M architects + engineers as may be abbreviated by H2M or H2M Group.
- B. The terms "Contractor" and/or "Prime Contractor" where used shall refer to the individual or company who has entered into an agreement with the Owner to perform the work contained within these Contract Documents. The lack of word capitalization shall be incidental.
- C. The CONTRACTOR may be referred to as the "Mechanical Contractor", "Prime Contractor" or similar wording. The lack of word capitalization shall be incidental.
- D. Routine maintenance and repair shall refer to work deemed by the District that is not of an urgent nature. Routine maintenance and repair may include the following: testing of mechanical components, calibration of mechanical components, mechanical work not considered to be of an urgent nature, etc. This work shall be scheduled at least 48 hours prior to the start of the work.
- E. The term "crew", where used, shall refer to a two-man team of a journeyman and an apprentice or laborer. The crew shall only be required when the work entails effort that the journeyman cannot exercise on his own.

1.03 - ABBREVIATED SUMMARY OF WORK

- A. Furnish all labor, equipment, materials, tools, means, methods, and incidentals necessary to complete the Work as required by the Contract Documents for this Contract.
- B. This following abbreviated summary is provided in order to briefly describe the work covered by the Contract Documents for this Contract. It is not all inclusive of the work under the Contract.

- C. The work includes, but is not limited to, all labor, equipment and material costs necessary to complete the work in accordance with the Contract and Specifications.
- D. All other work shown and specified within the Contract Documents.

1.04 - PARTIAL LISTING OF SPECIFIC CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
 - 1. Guidelines and requirements of the New York State Department of Environmental Conservation (NYSDEC).
 - 2. Local laws and ordinances of the County of Suffolk, Town of Riverhead and Riverhead Water District.

1.05 - PARTIAL LISTING OF OVERALL CONTRACT REQUIREMENTS

- A. The Contract Documents detail the work included in the Contract. Related requirements and conditions covered by the Contract Documents include, but is not limited to, the following:
 - 1. Debris removal and daily and final cleaning up.
 - 2. Coordination with the District is necessary to schedule utility mark-out services and in the event of damage to existing facilities; their subsequent repair.
 - 3. Site safety in accordance with all applicable federal, state, and local regulations.

1.06 - OWNER SUPPLIED PRODUCTS AND UTILITIES

- A. The Owner will not be supplying equipment, labor, or tools for the project.

1.07 - EXISTING CONDITIONS

- A. When possible the Owner will provide plans for proposed work locations. These plans may or may not show certain information that has been obtained by the Owner and various utilities regarding the location of various pipelines, utilities, and structures that exist at the location of the project both below and above grade.
- B. The Owner and the Engineer/Architect expressly disclaims all responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing facilities.

C. In the case where the Contractor discovers a conflict not indicated on the Drawings or not described via specification reference, then the Contractor shall immediately notify the Engineer/Architect of the conflicts' existence.

D. The Engineer/Architect will determine if the conflict is to be relocated or removed.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 - GENERAL**1.01 - SECTION INCLUDES**

- A. Site access and control of areas outside of site.
- B. Work hours, employee conduct and miscellaneous employee requirements.
- C. Contract requirements related to maintaining Owner's current operations and excess inspection required.

1.02 – SITE ACCESS AND CONTROL

- A. The Contractor shall not close any road for any period in time unless approved ahead of time by appropriate road agency. The Contractor shall take whatever measures are necessary to not cause any inconvenience to the area's residents.
- B. The Contractor is responsible to employ methods to prevent construction materials and/or debris from leaving the work areas. The Contractor is responsible to routinely monitor the areas surrounding the site during the day as well as at the end of the work-day and to immediately clean-up any area to its previous condition.
- C. The Contractor shall employ methods to prevent the transmission of dirt from vehicles driving on exposed areas of the work area from reaching the surrounding roadways. The Contractor will be responsible to immediately clean the roadway, should the measures being taken by the Contractor not satisfactorily control the transmission of any dirt to the roadway.
- D. Any damages to areas outside the site, spills of soil, liquid, or any other material shall immediately be repaired, cleaned and restored to its previous condition.
- E. The Contractor shall comply with all state and local requirements for allowable weight limits of vehicles on all roads.
- F. The Owner reserves the right to back charge the Contractor for all costs associated with maintaining areas outside the work area, which may be disturbed by the Contractor should the Contractor fail to maintain or repair the aforementioned in a condition acceptable to the Owner.
- G. The Contractor shall maintain the premises in a safe condition throughout the construction period. Compliance with OSHA regulations and site safety shall be the responsibility of the

Contractor as it relates to work of the Contract. The posting of all applicable OSHA safety signs shall be the responsibility of the Contractor.

- H. Contractor shall be responsible for protecting private property. All existing buildings, structures, shrubs, trees, lawn fixtures, sculptures and misc. equipment shall be protected at all times. Any removals or relocation of said objects, if allowed shall be as directed by the Engineer or District. Contractor shall protect all of the physical structures, property and improvements from damage by their Work and shall immediately repair or replace damage caused by construction operations, employees or equipment employed by the Contractor. All labor, materials and equipment and outside contractors that are employed by the Owner to repair damage caused by the Contractor shall be billed to the Contractor directly or withheld from money due the Contractor for work already completed.
- I. Keep all existing driveways, roads, and parking areas free and clear of materials and equipment. Do not unreasonably encumber the work area with materials and equipment.
- J. Immediately remove excess excavated material or relocate to areas on the site requiring placement of fill. Do not stockpile excess material.
- K. The Contractor is responsible for cleaning up the work area. Failure to maintain a clean work site daily, will result in others performing the work and the contractor being back charged for the cleaning cost plus construction administration fees.
- L. Do not discard or dispose of any waste on-site.
- M. The Contractor shall be responsible for managing dust.

1.03 – WORK HOURS, EMPLOYEE CONDUCT AND EMPLOYEE REQUIREMENTS

- A. The Contractor will be permitted to schedule working days and hours as specified in the Contract, if no times are specified therein then the work hours for scheduled maintenance shall be **Monday – Saturday 7:00 am to 4:30 pm** unless otherwise noted on the contract plans or applicable permits. Emergency maintenance or repairs will be performed on an as-needed basis.
- B. Employees are to act in a professional manner. Any employee using inappropriate language or who is disruptive to the work environment will be banned from the site. Proper work attire is required. Shirts are to be worn at all times and no short pants are permitted.
- C. Any employee found under the influence of any drug or alcohol will be banned from the site.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

PART 1 – GENERAL**1.01 – DESCRIPTION**

- A. Work under this Section specifies the procedures used to process payments.

1.02 - APPLICATIONS FOR PAYMENT

- A. The form of application for payment shall be AIA Document G702, application and certificate for payment supported by AIA Document G703, Continuation Sheet.
- B. Submit one (1) copy of each payment application, completed, signed and notarized.
- C. Submit certified payroll receipts for all works and subcontractors. Payroll receipts shall be submitted with every application for payment. All payroll receipts shall be certified correct and notarized by a Notary in the State of New York. Application for Payment will not be processed unless all payroll receipts are received.
- D. The District will not pay for any stored materials and equipment that is not installed.
- E. Contractor shall pay all workers the prevailing New York State Dept. of Labor wage rates.
- F. The District may conduct on-site interviews with all workers to verify payment of prevailing wage rates is enforced.
- G. The Contractor may submit payment requests as the specific work order is completed.

1.03 – TERMS OF PAYMENT

- A. Crew:
 - 1. Payment will be made based upon the unit prices indicated in the proposal.
- B. Materials/Equipment:
 - 1. Payment for materials and equipment incorporated into the project shall be at Contractor's cost, less all taxes, plus 15% (not to exceed) mark up for handling, overhead and profit.
 - 2. The Owner reserves the right to provide parts and materials from its own stock to the Contractor for installation, with no mark up.

C. Contractor's Tools & Equipment:

1. No payment will be made for any small tools or power equipment necessary for the Contractor to perform the work.
2. No payment will be made for any expendable tools, fuel or lubricants (i.e., saw blades, drill bits, etc.).

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 331419 - WATER UTILITY DISTRIBUTION FIRE HYDRANTS**PART 1 - GENERAL****1.1 SECTION INCLUDES**

- A. Fire Hydrant Assembly Paint

1.2 REFERENCES

- A. ANSI/AWWA C502 - Dry Barrel Fire Hydrants.

PART 2 - PRODUCTS**2.1 FIRE HYDRANT ASSEMBLIES**

- A. Hydrant protector posts shall be painted with two coats of reflective yellow exterior paint.
- B. Finish: Primer and two coats of enamel to barrel and top section. All dirt, grease, rust or other contaminants shall be removed from the hydrant surface prior to painting. Colors shall be as follows:
 - 1. Top Section and Hose and Steamer Caps: Sherwin Williams Controls Rust Chrome Aluminum
 - 2. Barrel: Rustoleum Fire Hydrant Enamel Orange (NY Plumbing Bronx)

PART 3 - EXECUTION**3.1 HYDRANTS**

- A. Trim excess vegetation from base of hydrant and around hydrant prior to painting.
- B. Power tool clean or wire brush areas of excessive corrosion.
- C. Thoroughly clean all area to be painted with solvent cleaner.
- D. Protect area surrounding hydrants, incl. roads, sidewalk, curb, fencing, landscaping etc. from excess paint splatter. Immediately clean all items with overspray to pre-existing conditions.
- E. Protect hydrant threads from paint.
- F. Remove hydrant flag and bracket prior to painting operations. Re-install upon completion.

3.2 FIELD QUALITY CONTROL

- A. After activation of water main and hydrant, each hydrant shall be operated with the main valve fully opened and closed to ensure proper drainage and operation.
- B. Field inspection and testing will be performed in accordance with District requirements.

END OF SECTION

APPENDIX A

WORK ORDER FORM

WORK ORDER FAX

To: _____

W.O. # _____

Fax No.: _____

Date: _____

Address: _____

Time: _____

**Re: Riverhead Water District
Hydrant Painting Contract – Scheduled Service**

Dear [*Contractor*]:

This will confirm that your firm has been assigned the following work under the above referenced contract:

☐ - Non-Emergency Status (Time stipulation below)

Commence On or After: _____

Complete Work by: _____

Work Description: _____

Please sign below to confirm that you have received and accepted this assignment and that you agree to complete the work in accordance with the above schedule. Fax completed form back to the District at 631.369.4608.

Very truly yours,

Riverhead Water District

Mark Conklin,
Superintendent

AGREED AND CONSENTED:

Contractor

P.O. # _____

Date