



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

Map of Country Trails

Subdivision Roadway Improvements Project

RG Project No. 3522

June 2021

Prepared for:

Town Board
Town of Riverhead
200 Howell Avenue
Riverhead, New York 11901
(631) 727-3200, Extension 216

Prepared by:

The Raynor Group, P.E. & L.S. PLLC
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TOWN OF RIVERHEAD

MAP OF COUNTRY TRAILS

SUBDIVISION ROADWAY IMPROVEMENTS PROJECT

RG PROJECT NO. 3522

SUFFOLK COUNTY, NEW YORK

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TOWN OF RIVERHEAD

NOTICE TO BIDDERS

Sealed bids for **MAP of COUNTRY TRAILS SUBDIVISION ROADWAY IMPROVEMENTS PROJECT** will be received by the Town Clerk of the Town of Riverhead at Town Hall, 200 Howell Avenue, Riverhead, New York until **11:00 am on June 29, 2021** at which time all bids received shall be opened and read aloud.

Bid specifications and/or plans may be obtained by visiting the Town of Riverhead website at www.townofriverheadny.gov on or after **June 10, 2021**. Click on “Bid Requests” and follow the instructions to register.

All bids are to be submitted in a sealed envelope bearing the designation **MAP of COUNTRY TRAILS SUBDIVISION ROADWAY IMPROVEMENTS PROJECT**. All bids must be submitted on the bid form provided. Any and all exceptions to the Specifications must be listed on a separate sheet of paper, bearing the designation “**EXCEPTIONS TO THE SPECIFICATIONS**” and be attached to the bid form.

Note: Bid responses must be delivered to Office of the Town Clerk at 200 Howell Avenue, Riverhead, New York, 11901 on or before June 29, 2021 at 11:00 a.m. The Town may decline to accept, deem untimely and/or reject any bid response/proposal that is not delivered to the Office of the Town Clerk.

The Town Board reserves the right and responsibility to reject any or all bids or to waive any informality in the bids and accept the bid, which is deemed most favorable in the interest of the Town of Riverhead. The Town Board will use its discretion and judgment in determining the lowest qualified bidder.

**BY ORDER OF THE TOWN BOARD
OF THE TOWN OF RIVERHEAD**

DIANE M. WILHELM, TOWN CLERK

INSTRUCTIONS TO BIDDERS

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INSTRUCTIONS TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

Pursuant to Town Board Resolution, the Town of Riverhead invites bids on the forms herein provided for the **Map of Country Trails Subdivision Roadway Improvements Project** in accordance with the time, date and place indicated in the Notice to Bidders.

2. FORM, PREPARATION AND PRESENTATION OF PROPOSAL

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the Contract Form. In no case is the Contract Form to be filled in or signed by the bidder. The complete bid for this work and one photocopy of same shall be enclosed in a sealed envelope properly endorsed. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the total or gross sum for which the bid is made. Bids that contain any omission, erasure, alteration, addition or items not called for in the itemized bid form or that contract irregularities of any kind may be rejected. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern.

3. BID SECURITY

- (A) The bid must be accompanied by a certified check on the solvent bank or trust company with its principal place of business in New York State, or an acceptable bid bond, in an amount equal to not less than five percent (5%) of the total bid, made payable to the Town of Riverhead (herein identified as the Town), as assurance that the bid is made in good faith. The certified checks or bid bonds will be returned after execution of the contract between the Town and the successful bidder; the certified check or bid bond of the successful bidder will be retained until filing and approval of the Performance Bond and until the completion of ten percent (10%) of the work under the contract.
- (B) The successful bidder, upon his failure or refusal to execute and deliver the contract insurance and bonds required within fourteen (14) days after the date of notice of the acceptance of his bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with his bid.
- (C) Each proposal must also be accompanied by a Letter of Intent from a surety company acceptable to the Town, which letter shall assure the Town that the bidder, if awarded the Contract, will be able to secure from the surety the required bonds in the required amounts.

4. QUALIFICATIONS OF BIDDERS

- (A) Forms or qualifications of bidders, giving evidence of sufficient facilities, equipment, experience and financial ability to insure completion of the work will be provided, and the three lowest bidders shall be prepared to file at the option of the Town said form, properly filled in and sworn to in the Office of the Town Clerk within seven (7) days after the opening of bids.

At the minimum, the Request for Qualification Statement and Response must include the following information:

- Firm name, address, phone number, fax number, and e-mail address.
 - Type of organization (partnership, limited partnership, corporation, etc.), town and state where firm is headquartered, and location of office providing primary services for this project.
 - Resumes of the firm's principals.
 - Resumes of relevant experience of key personnel to be assigned to the project.
 - List of previous projects showing related experience in constructing multipurpose sports and recreation facilities.
 - Information that addresses the selection criteria described herein.
- (B) Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission. If a financial statement is already on file with the Town Clerk, a new one need not be submitted provided the information contained therein is not more than thirty (30) days old at the time of the opening of bids and provided the contractor has not materially changed since submission of said statement.
- (C) The Town of Riverhead reserves the right to award the contract generated from this Notice to Bidders and Bid Specifications to the Contractor who presents a proposal that best meets the specifications as listed herein and represents the most beneficial procurement as determined by the Town of Riverhead. The Town shall evaluate all proposals and the award shall be based upon completeness, clarity/accuracy of the information requested, technical approach, cost, references, knowledge and, experience and successful past performance in the construction of comparable public or private projects that involved the construction of roadways and associated improvements including asphalt paving and fencing. Consideration will be given to firms (including the individuals assigned to the project) demonstrating strong capabilities, experience and reputation in undertakings similar to those described in the bid specifications.

REJECTION OF BIDS

- (A) The Town Board reserves the right to reject any bid if the evidence submitted in the qualifications statement of an investigation of such bidder fails to satisfy the Town Board that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
- (B) The Town Board reserves the right to reject any and all bids, in whole or in part, to waive any information in any or all bids, and to accept the bid or part thereof which it deems most favorable to the Town after all bids have been examined and/or checked. No bid shall be withdrawn for a period of forty-five (45) days after being publicly opened and read.
- (C) The Town Board reserves the right to reject any bids, in whole by a low bidder in which the owner of the low bidder has violated Prevailing Wage and Supplemental Payment Requirements of the Labor Law, and any other labor provisions, including but not limited to child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five (5) years. An owner is defined in this paragraph as an individual who owns more than 50% of a past or present company.

6. WITHDRAWAL OF BID

- A. Any bid may be withdrawn prior to the Bid Opening Date and Time specified above or authorized postponement.
- B. Bids may not be withdrawn before forty five (45) days after the Bid Opening Date and Time, unless a clerical mistake or error is claimed by the Bidder.
- C. If a Bidder claims to have made a clerical mistake or error in his Bid, he shall notify the Owner within the time limitations set forth in General Municipal Law Section 103 (11) (a) together with all documentary evidence in support of the Bidder's claim of a bid mistake or error.

7. BIDDER'S RESPONSIBILITY

- (A) The Bidder shall include the complete cost of furnishing all materials, labor and equipment necessary to complete the work in accordance with the plans and specifications, including all other expenses incidental thereto.
- (B) Bidders must examine the plans and specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the contract documents.

- (C) The contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Town.
- (D) No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this contract, as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the requirements of the contract documents, or will be accepted as a basis for any claims whatsoever for extra compensation or for extension of time.

8. CONSTRUCTION TERMS AND CONDITIONS

The successful bidder is warned that the work specified in the Conditions of Contract, together with the Information to Bidders, Form of Bid, Plans and Specifications and Instruction of the Town Engineer, or his duly authorized representative, will be strictly enforced.

9. SECURITY FOR FAITHFUL PERFORMANCE AND MAINTENANCE

The successful bidder will be required to execute a Performance Bond at the signing of this contract. The cost of associated bonding, shall be included in the cost of the lump sum and unit price items. At the point where the Town Engineer determines that the construction is substantially complete, a letter will be issued to the contract declaring substantial completion, at that time, the Contractor shall begin the process of obtaining a Maintenance Bond dated to be valid for one year beyond the date of Substantial Completion. Bidders should include the cost of bonding in their bids.

10. FOREIGN CONTRACTORS

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

11. LIEN LAW

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and 25B of the Lien Law, as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such contractor to be applied first to the payment of certain claims. Pursuant to Section 220-a of the Labor Law all contractors and subcontractors and subcontractors to subcontractors shall file an affidavit attesting to the payment to employees.

12. SUBCONTRACTORS AND SUPPLIERS

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

13. PENAL LAW

Attention is called to Section 1918 of the Penal Law as follows:

Construction or blasting near pipe conveying combustible gas

No person shall discharge explosives in the ground, nor shall any person other than a state or county employee regularly engaged in the maintenance and repair thereof excavate in any then existing street, highway, or public place, unless notice thereof in writing shall have been given at least seventy-two (72) hours in advance to the person, corporation or municipality engaged in the distribution of gas in such territory. The person having direction or control of such work shall give such notice, and further he shall ascertain whether there is within one hundred (100) feet in such street, highway or public place, or in the case of a proposed discharge of explosives within a radius of two hundred (200) feet of such discharge, any pipe of any other person, corporation or municipality conveying combustible gas, and if thereby any such pipe, he shall also give such notice to any other such person, corporation or municipality. Provided, however, that in any emergency involving danger to life, health, or property it shall be lawful to excavate without using explosives if the notices prescribed herein are given as soon as reasonably possible, and to discharge explosives to protect a person or persons from an immediate and substantial danger of death or serious personal injury if such notices are given before any such discharge is undertaken. Any such work shall be performed in such manner as to avoid danger to any pipe conveying combustible gas. Any violation of the provisions of this section shall be a misdemeanor.

14. REFUSAL TO WAIVE IMMUNITY

Pursuant to the provisions of Section 103-A of the General Municipal Law, in the event that the bidder or any members, partner, director or officer of the bidder, should refuse when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State, of any political subdivision thereof or of an authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract, such person, and any firm, partnership or corporation of which he is a member, partner, firm director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work or services, for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, by, such person and any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

15. ADDENDA AND INTERPRETATIONS

Every request for information or interpretation of the Contract Documents or Drawings must be addressed in writing to the Town's engineering consultant, The Raynor Group P.E. & L.S. PLLC, Civil Engineers & Land Surveyors, P.O. Box 720, Water Mill, New York, 11976, and to be given any consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. Written requests can also be emailed to Vincent A. Gaudiello, P.E. at gaudiello@raynorgroup.net. Any such interpretations or supplemental instructions will be in the form of written addenda, and will be mailed to all prospective bidders. The failure of any bidder to receive any such addenda will not relieve the bidders of any obligations under his bid as submitted. Any addenda so issued shall become part of the Contract Documents.

16. LIQUIDATED DAMAGES

Liquidated damages in the amount of Five Hundred Dollars and 00 Cents (\$500.00) will be assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents.

17. EXEMPTION FROM SALES AND USE TAXES

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending Section 1115(a) of the tax law, specifically paragraphs 15 and 16, political subdivisions, as described in subdivision (a) paragraph (L) of Section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax law 115 (a) (15) and (16).

- (15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting structure or building of an organization described in subdivision (a) of Section 116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.
- (16) Tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, or land of an organization described in subdivision (a) of Section 116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

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

18. METHOD OF AWARD

All bids will be compared based on the lowest bid price(s) submitted for the work to be done in addition to the qualifications of the bidder. Bidder may be requested to submit additional information such as references.

19. TIME FOR COMMENCEMENT OF WORK

The bidder, when submitting his bid, must be prepared to commence work not later than ten (10) days after receiving Notice to Proceed and the scope of work from the Town Engineer or his representative unless the Town Engineer shall authorize a different commencement time.

Work shall commence as stipulated in the construction schedule provided by the Town of Riverhead or alternate schedule provided by the Contractor which alternate schedule is acceptable to the Town Engineer and shall meet the stipulations of this contract. The entire work must be satisfactorily completed and the project improvements available for use within the completion time stipulated. For additional information see Conditions of Contract, Section 5, Time of Completion.

20. PAYMENTS

Upon completion of the work under this contract, the contractor shall notify the Town Engineer of his completion. The Town Engineer will then make a final inspection and submit to the contractor a “punch list” if required. Upon final acceptance of the work by the Town Engineer, the contractor shall be paid one lump sum payment equal to the final progress payment and the amount retained from previous progress payments. The Contractor shall submit monthly progress payments based on items unit price bid quantities or percentage complete for lump sum items as confirmed by the Town Engineer. The Contractor shall review proposed quantities/percentages with site inspector prior to submittal for confirmation of accuracy. Contractor shall submit a Receipt on company letterhead in the amount billed, a signed Town of Riverhead Voucher, Certified Payroll Records, Wage Disclaimer and the No Lien Affidavit attesting to the payment of employees. Payment shall not be processed until all necessary paperwork is received.

21. PRE-BID CONFERENCE

All prospective bidders are invited and encouraged to attend a Pre-Bid Conference to review the project, which shall be conducted on Tuesday, June 22, 2021 starting at 3:00 p.m., in the Town Hall Board Room, 200 Howell Avenue, Riverhead, New York.

22. NYS LABOR LAW

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

23. INSURANCE REQUIRED BY THE TOWN OF RIVERHEAD

The successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions of the Conditions of Contract:

- (A) Workers' Compensation Insurance.
- (B) Public Liability and Property Damage.
- (C) Contractor's Liability and Contractor's Property Damage.
- (D) Owner's Protective Public Liability and Property Damage.

Insurance documents meeting the requirements of Conditions of Contract, Section 38, Contractor's Insurance, shall be submitted within 14 calendar days from the date of award. Failure to provide acceptable insurance certificate(s) within this time frame shall result in the termination of Primary Contractor status.

24. CERTIFIED PAYROLL RECORDS

State of New York Department of Labor

On September 10, 1997, Governor Pataki signed into law Assembly Bill 6394-B amending Article 8, Section 220, of the NYS labor Law to include the following language:

Every contractor and sub-contractor shall submit to the department of jurisdiction within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under penalties of perjury. The DEPARTMENT OF JURISDICTION shall be required to receive and maintain such payroll records.

The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.

This law took effect on November 9, 1997.

Form PW12 is included in this package for contractor's convenience and must be completed, for the current payment request period, including all payroll information for all employees and subcontractor employees including but not limited to laborers, mechanics, foremen, supervisors, etc.

25. PERSONAL PERFORMANCE INSTRUCTIONS AND FORMS

1. Prime contractors or subcontractors who perform the work are required to submit in lieu of weekly statements of compliance and payrolls with respect to the payment of wages pursuant to the Copeland Anti-kickbacks regulations, a certified statement clearly showing (1) their contractual relationship, (2) the scope and dates of work performed (3) that they received no wages; and (4) that no mechanics or laborers were employed in the prosecution of the work. The aforementioned sample form sets forth the wording described for such certified statements.
2. Prime contractors are responsible for the submission of the certified statements of subcontractors. Subcontractors' statement should be forwarded to the prime contractor for transmission to the Government contracting officer or his designated representative. Statements of prime contractors and subcontractors should be submitted as soon as possible after the last date on which work was performed at the site.
3. To facilitate identification of the project involved, prime contractors should provide their subcontractors with the Government contract number (if exists) or project name as called for on statement form.
4. Prime contractors should furnish their subcontractors with copies of the sample statement form so as to facilitate submission of the necessary information.

PERSONAL PERFORMANCE FORM
STATEMENT TO BE SUBMITTED WHEN WORK IS PERFORMED PERSONALLY
(SECTION 10001, TITLE 18, US CODE)

I, _____, hereby certify that I am the

_____ of _____
Title Name of Firm Submitting Statement

_____ for _____
Prime Contractor or Subcontractor Nature of Work

at _____, located in _____
Name of Building work being done City and State

under contract number _____
Government Contract No. (See No. 3 Below)

that _____
State All Work or List the Specific Classes of Work

was done personally by _____
Names of Person(s) Performing Work & Their Connection w/ Firm

that no wages were received for the labor performed; that no mechanics or laborers were employed in the prosecution thereof; and that the work was done during the following periods: __

_____ to _____
Beginning Date Ending Date

Last date on which work was performed at the site was _____, _____

Signature

Title

Section 10001 of Title 18 of the United State Code (Criminal Code and Criminal Procedures) shall apply to such statements – 72 Stat 887, 18 U.S.C., among other things, provides that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of the United State, shall be fined not more than \$10,000 or imprisoned not more than five years, or both.

26. NO LIEN AFFIDAVIT & TOWN OF RIVERHEAD WAGE DISCLAIMER

Pursuant to Section 220-a of the New York State Labor Law all contractors, subcontractors and subcontractors to subcontractors must file an affidavit pertaining to the payment of all laborers and mechanics, exclusive of supervisory employees.

Affidavit Form 220 and Town of Riverhead Wage Disclaimer Form is included in this package for contractor's convenience. Unless given at later date, leave project number blank.

MUNICIPAL CORPORATION

TOWN OF RIVERHEAD
200 HOWELL AVENUE
RIVERHEAD, NY 11901

CONTRACT NAME: _____ PROJECT No.: _____

AFFIDAVIT

Pursuant to Section 220-a of the Labor Law and Town of Riverhead Requirements

Note: All contractors, subcontractors, and subcontractors of subcontractors must file this statement for each payment period requested.

I, _____, _____
Name Title

of _____ Contractor
Name of Firm Subcontractor

Project No.: _____ With: _____
Contractor Name

for _____
Indicate Nature of Work

at _____ hereby certify that all laborers have been paid in full for period ended _____, 20_____, and that there is now due and owing from it/me to any and all laborers (laborers include all laborers, mechanics, foremen and supervisory employees) for daily or weekly wages or supplements on account of labor performed upon the work under said contract, the following amounts to the persons whose names are set forth below opposite such amounts. (If none, so state.)

\$ _____	due and owing to _____
\$ _____	due and owing to _____
\$ _____	due and owing to _____
\$ _____	due and owing to _____

Use additional sheet if necessary.

I further certify that I have contracted with the firms listed below as subcontractors, for labor to be performed upon the work under said contract for the current pay period requested. (If none, so state.)

Names and Address of Subcontractors	Type of Work
_____	_____
_____	_____
_____	_____

Use additional sheet if necessary

Signature

STATE OF NEW YORK

SS:

COUNTY OF: _____

On this _____ day of _____, 20_____, personally appeared before me _____
to me known and known to me who being by me duly sworn said that he is _____
(Officer)

of _____ the _____
(Contractor or Subcontractor) (Corporation or Partnership)

for which he executed the foregoing statement, for and in behalf of the said _____ contractor; that he has read the said statement so signed by him and known to be the seal thereof and that the same is true and to his own knowledge.

Notary Public

Dated: _____

Section 220-c Labor Law. Any Contractor or subcontractor who shall upon his oath verify any statement required to be filed under this act which is known by him to be false, shall be guilty of perjury and punishable as provided by Section One Thousand Six Hundred and Thirty Three of the Penal Law.

TOWN OF RIVERHEAD

WAGE DISCLAIMER

All contractors, subcontractors, and subcontractor of subcontractors must file this statement for each payment period request.

DATE: _____

TO: TOWN OF RIVERHEAD

FROM: _____
(Contractor)

PROJECT: _____

To our knowledge, the laborers listed on the attached certified payrolls have been paid the prevailing wage rates as established by the Department of Labor.

Signature

Title

27. NYS WAGE RATES

The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law, which are to be paid on this project, are set forth herein immediately following. Due to the federal funding of this project the highest of either the Federal Wage Rates or the New York Wage Rates must be used for this construction project:



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Riverhead

Richard Wesnofske
860 Montauk Highway
P.O. Box 720
Water Mill NY 11976

Schedule Year 2020 through 2021
Date Requested 06/03/2021
PRC# 2021005590

Location Kerry Court and Laura Lane
Project ID#
Project Type Subdivision Roadway Improvements for Country Trails on Kerry Court and Laura Lane

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen 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 journeyman's wage rate for the classification of work the employee is actually performing.

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Riverhead

Richard Wesnofske
860 Montauk Highway
P.O. Box 720
Water Mill NY 11976

Schedule Year 2020 through 2021
Date Requested 06/03/2021
PRC# 2021005590

Location Kerry Court and Laura Lane
Project ID#
Project Type Subdivision Roadway Improvements for Country Trails on Kerry Court and Laura Lane

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Suffolk County General Construction

Asbestos Worker	06/01/2021
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JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Asbestos Worker \$ 44.00
Removal & Abatement Only*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$ 8.70
Removal & Abatement Only

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Apprentice Removal & Abatement Only:

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

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

SUPPLEMENTAL BENEFIT

Per Hour:

Apprentice
Removal & Abatement \$ 8.70

4-12a - Removal Only

Boilermaker	06/01/2021
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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: 07/01/2020 01/01/2021

Boilermaker	\$ 61.24	\$63.38
Repairs & Renovations	61.24	63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 01/01/2021

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

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

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

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2020 32% of Hourly Wage Paid Plus Amount Below	01/01/2021 32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.38	\$ TBA
2nd Term	20.24	TBA
3rd Term	21.08	TBA
4th Term	21.94	TBA
5th Term	22.79	TBA
6th Term	23.65	TBA
7th Term	24.48	TBA

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

4-5

Carpenter

06/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Piledriver	\$ 55.93
Dockbuilder	\$ 55.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 52.44
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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
\$22.37	\$27.97	\$36.35	\$44.74

Supplemental benefits per hour:

All Terms:	\$ 34.34
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8-1556 Db

Carpenter

06/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 54.00

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

SUPPLEMENTAL BENEFITS

Per hour: \$ 46.99

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$24.20	\$27.20	\$31.45	\$39.33

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$16.06	\$17.56	\$21.16	\$23.16

8-2287

Carpenter

06/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Marine Construction:

Marine Diver \$ 70.80

Marine Tender 50.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 52.34

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 22.37
2nd year	27.97
3rd year	36.35
4th year	44.74

Supplemental Benefits
Per Hour:

All terms \$ 34.34

8-1456MC

Carpenter

06/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Building

Millwright \$ 55.70

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.16

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.99	\$35.44	\$40.89	\$51.79

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.79	\$38.49	\$42.84	\$49.60

8-740.1

Carpenter

06/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2020

Timberman \$ 51.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020

\$ 51.79

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$20.42	\$25.53	\$33.18	\$40.84

Supplemental benefits per hour:

All terms \$ 34.07

8-1556 Tm

Carpenter

06/01/2021

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, Tompkins Corner, 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: 07/01/2020 10/18/2020

Core Drilling:

Driller \$ 41.19 \$ 41.74

Driller Helper 32.62 32.92

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:

Driller and Helper \$ 27.95

OVERTIME PAY

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

HOLIDAY

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

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

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

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

06/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020

Carpenter
(Building) \$ 49.89

Carpenter
(Heavy Highway) \$ 49.89

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter
Categories \$ 33.10

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the following:

Per Hour:

1st	2nd	3rd	4th	5th
\$ 23.85	\$ 28.00	\$ 30.08	\$ 32.16	\$ 36.32

Supplemental Benefits

Per Hour:

All Terms: \$ 18.45

4-Reg.Council Nass/Suff

Electrician

06/01/2021

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2020	09/26/2020
Electrician		
Electrical Maintenance	\$ 44.12	\$ 44.54
Traffic Signal	\$ 45.05	\$ 45.50

"PLEASE NOTE"

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician	12% of Hourly Wage Paid + \$18.60	12% of Hourly Wage Paid + \$19.50
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits:

	07/01/2020	09/26/2020
1st	3% + \$3.65	3% + \$3.65
2nd	8% + \$4.19	8% + \$4.19
3rd	9% + \$5.20	9% + \$5.20
4th	10% + \$ 6.96	10% + \$ 6.96
5th	11% + \$10.91	11% + \$10.91
6th	12% + \$14.01	12% + \$14.01

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician

06/01/2021

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2020	3/28/2021
Tree Trimmer/Remover		
Line Clearance Specialist	\$ 35.75	\$ 36.82
Groundman*	\$21.45	\$ 22.09

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

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

* Note: Groundman Classification not to exceed 20% of the company(s) workforce on Project. Please contact local office for clarification.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020	3/28/2021
Tree Trimmer	20.50% of Hourly	20.50% of Hourly
Line Clearance Specialist	Wage Paid +	Wage Paid +
and Groundman	\$11.07	\$11.57

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

OVERTIME PAY

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

HOLIDAY

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

4-1049/Tree

Electrician

06/01/2021

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2020	04/25/2021
Electrician/Wireman	\$ 54.00	\$ 55.00
HVAC Controls	54.00	55.00
Fire Alarms	54.00	55.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020	04/25/2021
Electrician/Wireman	16% of Hourly	16% of Hourly

(all categories)	Wage Paid + \$ 29.16	Wage Paid + \$ 30.86
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NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th	5th	6th
35%	35%	40%	45%	60%	75%
Starting 4/25/2021:					
35%	35%	37.5%	40%	60%	75%

Supplemental Benefits Per Hour:

	07/01/2020	04/25/2021
1st	3% + \$5.15	3% + \$5.15
2nd	8% + \$6.32	8% + \$6.32
3rd	9% + \$7.45	9% + \$7.45
4th	10% + \$8.74	10% + \$8.74
5th	13% + \$10.97	13% + \$10.97
6th	14% + \$17.23	14% + \$17.23

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

Electrician

06/01/2021

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020

Electrician

Pump & Tank \$ 42.65

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician

Pump & Tank 16% of *Wage
paid + \$22.35

*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	2nd	3rd	4th	5th	6th
\$15.90	\$16.90	\$17.90	\$18.90	\$25.59	\$29.86

SUPPLEMENTAL BENEFITS

Per Hour:

1st	13% of *Wage paid + \$5.40
2nd	16% of *Wage paid + \$5.90
3rd	16% of *Wage paid + \$6.15
4th	16% of *Wage paid + \$6.50
5th	16% of *Wage paid + \$18.22
6th	16% of *Wage paid + \$19.16

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician**06/01/2021**

JOB DESCRIPTION Electrician**DISTRICT 4****ENTIRE COUNTIES**

Nassau, Suffolk

WAGES

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

OVERTIME PAY

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

HOLIDAY

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

4-25tela

Electrician Lineman**06/01/2021**

JOB DESCRIPTION Electrician Lineman**DISTRICT 4****ENTIRE COUNTIES**

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2020
Lineman/Splicer	\$ 57.41
Material Man	49.95
Heavy Equip. Operator	45.93
Groundman	34.45
Flagman	25.83

For Natural Gasline Construction:

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

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Utility Distribution & Transmission Line Construction:

07/01/2020

All Classifications

32% of Hourly
Wage Paid +
\$ 13.09

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

Natural Gasline Construction:

Per Hour:

07/01/2020

Journeyman U.G.Mech.

28% of Hourly
Wage Paid +
\$14.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Same as Above for Natural Gas Mechanic.

REGISTERED APPRENTICES

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

(Lineman Only)

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

SUPPLEMENTAL BENEFIT:

07/01/2020

All Terms

31% of Hourly
Wage Paid +
\$13.09

4-1049 Line/Gas

Elevator Constructor

06/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

Per hour:

	07/01/2019	03/17/2021
Elevator Constructor	\$ 69.56	\$ 72.29
Modernization & Service/Repair	\$ 54.56	\$ 56.77

Elevator Constructor

\$ 69.56

\$ 72.29

Modernization &
Service/Repair

\$ 54.56

\$ 56.77

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor

\$ 41.92

\$ 42.92

Modernization &
Service/Repairs

\$ 40.86

\$ 41.82

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note:1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

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

SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 33.38	\$ 34.05
2nd Term	34.20	34.91
3rd Term	35.55	36.30
4th Term	36.89	37.70

Modernization &
Service/Repair

1st Term	\$ 33.33	\$ 34.00
2nd Term	33.82	34.50
3rd Term	35.09	35.83
4th Term	36.36	37.15

4-1

Glazier

06/01/2021

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2020	5/01/2021
Glazier	\$ 57.55	\$ 58.60
*Scaffolding	58.55	59.55
Glass Tinting & Window Film	29.17	29.60
**Repair & Maintenance	29.17	29.60

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

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

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2020	5/01/2021
Journeyworker	\$ 34.59	\$ 36.04
Glass tinting & Window Film	20.29	21.19
Repair & Maintenance	20.29	21.19

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2020	5/01/2021
1st term	\$ 20.14	\$ 20.72
2nd term	28.21	28.66
3rd term	34.10	34.67
4th term	45.80	46.62

Supplemental Benefits:

(Per hour)

1st term	\$ 16.16	\$ 16.58
2nd term	22.76	23.57
3rd term	25.16	26.09
4th term	29.73	30.91

8-1087 (DC9 NYC)

Insulator - Heat & Frost

06/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Insulators	
Heat & Frost	\$ 69.01

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators	\$ 34.16
Heat & Frost	

OVERTIME PAY

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

* 8th Hour paid at time and one half

** Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms Per Hour:

Hired prior to 8/21/2017

	1st	2nd	3rd	4th
7/1/2020	\$27.14	\$33.93	\$41.40	\$51.76

Hired after 8/21/2017

7/1/2020	\$24.16	\$31.06	\$37.95	\$44.85
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Supplemental Benefits:

Hired prior to 8/21/2017

7/1/2020	\$13.62	\$17.03	\$20.54	\$25.62
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Hired after 8/21/2017

7/1/2020	\$11.96	\$15.37	\$18.79	\$22.24
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4-12

Ironworker

06/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2020	01/01/2021
Ironworker Rigger	\$ 67.13	\$ 67.99

Ironworker Stone Derrickman	\$ 67.13	\$ 67.99
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SUPPLEMENTAL BENEFITS

Per hour:	\$ 40.94	\$ 41.44
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OVERTIME PAY

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

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

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid:	See (18) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 25) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

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

	1st	2nd	3rd	4th
07/01/2020	\$33.12	\$47.19	\$52.50	\$57.82
01/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:				
07/01/2020	\$20.93	\$31.23	\$31.23	\$31.23
01/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

Ironworker

06/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2020	01/01/2021
Ornamental	\$ 45.65	\$ 45.90
Chain Link Fence	45.65	45.90
Guide Rail	45.65	45.90

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker:	\$ 58.05	\$ 59.05

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:

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

5th Term	80%
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Supplemental Benefits per hour:		
5th Term	52.38	53.48

Apprentices Hired after 9/1/18:

1 year terms		
1st Term	\$ 21.13	\$ 21.13
2nd Term	24.77	24.77
3rd Term	36.32	28.40
4th Term	TBD	32.06

Supplemental Benefits per hour:

1st Term	\$ 17.61	\$ 17.89
2nd Term	18.86	19.14
3rd Term	52.58	20.40
4th Term	TBD	21.66

4-580-Or

Ironworker

06/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2020 01/01/2021

Ironworker:

Structural	\$ 52.70	\$ 53.45
Bridges		
Machinery		

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 81.35	\$ 82.35
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OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

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	\$27.45	\$27.83
2nd	\$28.05	\$28.43
3rd - 6th	\$28.66	\$29.04

Supplemental Benefits

PER HOUR PAID:

All Terms	\$56.15	\$56.90
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4-40/361-Str

Ironworker

06/01/2021

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: 07/01/2020

Reinforcing & Metal Lathing	\$ 56.25
"Base" Wage	\$ 54.70 plus \$ 1.55

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

SUPPLEMENTAL BENEFITS

Per hour:

Reinforcing & Metal Lathing \$ 38.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 45.08
Double Time \$ 51.33

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

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

SUPPLEMENTAL BENIFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

Laborer - Building

06/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020

Building Laborer \$ 40.80

Asbestos Abatement Workers 38.05
(Re-Roofing Removal see Roofer)

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer \$ 30.40
Asbestos Abatement Worker 17.75

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	\$ 17.75
2nd Term	21.75
3rd Term	26.80
4th Term	31.40

Benifits per hour

1st Term	\$ 20.75
2nd Term	22.69
3rd Term	22.69
4th Term	22.69

4-66

Laborer - Heavy&Highway

06/01/2021

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:

	07/01/2020	06/01/2021
GROUP # 1		
Total Wage Paid	\$ 54.66	Additional
"Base Wage"	47.06	\$ 3.50
GROUP # 2		
Total Wage Paid	\$ 53.25	Additional
"Base Wage"	45.65	\$ 3.44
GROUP # 3		
Total Wage Paid	\$ 48.95	Additional
"Base Wage"	41.35	\$ 3.27

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$7.60 is difference between "Base" and "Total".
Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage.

SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS \$ 32.45

After Forty (40)paid hours in a work week

OVERTIME PAY \$ 20.30

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: \$41.35 X Time and One Half = \$62.02 + \$7.60 = \$69.62

HOLIDAY

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%

3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES	\$ 32.45
After Forty(40) paid hours in a work Week	\$ 20.30

4-1298

Mason**06/01/2021**

JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Brick/Blocklayer \$ 62.29

Base Wage for OT Calculation \$ 52.56

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 28.55

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 9.73/hr.

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 "Base Wage" plus \$ 5.83/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 19.70

4-1Brk

Mason - Building**06/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2020 12/07/2020

Tile Setters \$ 60.09 \$ 60.86

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 24.81*	\$ 24.91*
+ \$9.72	+ \$9.73

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

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2020	\$20.35	\$25.11	\$32.09	\$36.83	\$40.25	\$43.50	\$46.95	\$51.69	\$54.34	\$58.19

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55* +\$.66	\$12.55* +\$.70	\$15.06* +\$.80	\$15.06* +\$.85	\$16.06* +\$1.23	\$17.56* +\$1.27	\$18.56* +\$1.62	\$18.56* +\$1.67	\$16.56* +\$5.82	\$21.81* +\$6.31

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

9-7/52A

Mason - Building

06/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

	07/01/2020	01/01/2021
Wages per hour:		
Mosaic & Terrazzo Mechanic	\$57.42	\$ 57.92
Mosaic & Terrazzo Finisher	\$55.82	\$ 56.32

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 25.61* + \$11.47	\$ 25.81* + \$11.72
Mosaic & Terrazzo Finisher	\$ 25.61* + \$11.45	\$ 25.81* + \$ 11.70

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.60 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2020	\$25.40	\$27.94	\$30.49	\$33.03	\$35.57	\$38.11	\$43.20	\$48.28
01/01/2021	\$25.65	\$28.22	\$30.79	\$33.36	\$35.92	\$38.48	\$43.62	\$48.95

Supplemental benefits per hour:

07/01/2020	\$12.81*	\$14.09*	\$15.37*	\$16.65*	\$17.93*	\$19.21*	\$21.77*	\$24.33*
	+\$9.04	+\$9.94	+\$10.84	+\$11.75	+\$12.65	+\$13.55	+\$15.36	+\$17.16
01/01/2021	\$12.91*	\$14.20*	\$15.49*	\$16.78*	\$18.07*	\$19.36*	\$21.94*	\$24.52*
	+\$9.16	+\$10.08	+\$11.00	+\$11.90	+\$12.82	+\$13.74	+\$15.58	+\$17.40

Apprentices hired after 07/01/2017:
Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2020	\$22.20	\$22.88	\$30.49	\$35.57	\$40.65	\$45.73
01/01/2021	\$22.44	\$28.85	\$30.79	\$35.92	\$41.05	\$46.18

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2020	\$4.55*	\$11.52*	\$15.37*	\$17.93*	\$20.49*	\$23.05*
	+\$6.32	+\$8.13	+\$10.84	+\$12.65	+\$14.46	+\$16.22
01/01/2021	\$4.55*	\$5.85*	\$15.49*	\$18.07*	\$20.65*	\$23.23*
	+\$6.42	+\$8.24	+\$11.00	+\$12.82	+\$14.66	+\$16.48

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

9-7/3

Mason - Building

06/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020 01/01/2021

Building-Marble Restoration:

Marble, Stone & \$ 44.66 \$ 45.37
Terrazzo Polisher, etc

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker:

Building-Marble Restoration:

Marble, Stone & \$ 28.41 \$ 28.80
Polisher

OVERTIME PAY

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

*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2020	\$31.19	\$35.68	\$40.16	\$44.66
01/01/2021	\$31.74	\$36.30	\$40.82	\$45.37

Supplemental Benefits Per Hour:

07/01/2020	\$25.78	\$26.66	\$27.54	\$28.41
01/01/2021	\$26.10	\$26.99	\$27.91	\$28.80

9-7/24-MP

Mason - Building

06/01/2021

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: 07/01/2020 01/14/2021

Marble Cutters & Setters \$ 60.35 \$ 60.89

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.24 \$ 37.65

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
07/01/2020	\$24.15	\$27.15	\$30.16	\$33.19	\$36.20	\$39.20	\$42.15	\$45.26	\$51.28
01/14/2021	\$24.36	\$27.38	\$30.43	\$33.48	\$36.53	\$39.56	\$42.61	\$45.66	\$51.74

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2020									
\$20.14	\$21.58	\$23.02	\$24.42	\$25.85	\$27.29	\$28.72	\$30.12	\$32.98	\$35.81
01/14/2021									
\$20.31	\$21.77	\$23.22	\$24.66	\$26.09	\$27.55	\$28.99	\$30.44	\$33.33	\$36.22
									9-7/4

9-7/4

Mason - Building

06/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour: 07/01/2020 12/07/2020

Tile Finisher \$ 46.21 \$ 46.69

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.56* \$ 21.91
+ \$9.65 + \$9.55

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

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

Mason - Building

06/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020 01/01/2021

Marble, Stone, etc.

Maintenance Finishers: \$ 25.53 \$ 26.10

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc

Maintenance Finishers: \$ 13.85 \$ 13.96

OVERTIME PAY

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

*Double hourly rate after 8 hours on Saturday

HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour: 07/01/2020 01/01/2021

0-750	\$17.87	\$20.99
751-1500	\$18.89	\$21.67
1501-2250	\$19.92	\$22.36
2251-3000	\$20.93	\$23.03
3001-3750	\$22.47	\$24.06
3751-4500	\$24.51	\$25.42
4501+	\$25.53	\$26.10

Supplemental Benefits:

Per hour:

0-750	\$ 13.73	\$11.12
751-1500	\$ 13.75	\$11.50
1501-2250	\$ 13.76	\$11.87
2251-3000	\$ 13.78	\$12.26
3001-3750	\$ 13.80	\$12.82
3751-4500	\$ 13.83	\$13.58
4501+	\$ 13.85	\$13.96

9-7/24M-MF

Mason - Building / Heavy&Highway

06/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020 01/14/2021

Marble-Finisher \$ 47.92 \$ 48.27

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher \$ 34.99 \$ 35.25

OVERTIME PAY

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

HOLIDAY

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

* Work beyond 8 hours on a Saturday shall be paid at double the rate.

** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway

06/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Cement Mason \$ 51.97

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 33.71

Overtime Rate* \$ 54.42

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1st Term 50%

2nd Term 60%

3rd Term 70%

Supplement Benefits per hour paid:

1st Term \$ 16.86 OT Rate \$ 27.22

2nd Term \$ 20.23 OT Rate \$ 32.66

3rd Term \$ 23.60 OT Rate \$ 38.10

4-780

Mason - Building / Heavy&Highway

06/01/2021

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:

07/01/2020

Stone Setter \$ 64.42

Stone Tender \$ 44.89

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 33.30

Stone Tender \$ 19.40

OVERTIME PAY

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

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

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

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

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

Paid: *Must work first 1/2.

REGISTERED APPRENTICES

Per Hour:

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

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

Supplemental Benefits:

All Apprentices \$ 20.44

4-1Stn

Mason - Heavy&Highway

06/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Pointer, Caulkers & Cleaners \$ 53.67

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & Caulkers \$ 27.14

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Apprentices Supplemental Benefits:

(per hour paid)

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

Operating Engineer - Building

06/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS "AA" "CRANES:

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

CLASS "A":

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

CLASS "B":

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

CLASS "C":

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

CLASS "D":

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

CLASS "E":

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

	07/01/2020	6/01/2021 Additional
Class "AA"	\$ 81.82	\$ 3.50
Cranes: Boom length over 100 feet add \$ 1.00		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	68.17	3.10
Add \$3.50 for Hazardous Waste Work		
Class "B"	64.71	2.99
Add \$2.50 for Hazardous Waste Work		
Class "C"	62.41	2.93
Add \$1.50 for Hazardous Waste Work		
Class "D"	47.44	2.50
Add \$1.00 for Hazardous Waste Work		
Class "E"	45.39	2.44
SUPPLEMENTAL BENEFITS		
Per Hour:		
All Classes	\$ 38.20	

Overtime Rate 32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	\$ 28.00	\$1.13
2nd Term	29.00	1.15
3rd Term	30.00	1.17

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway

06/01/2021

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 08/01/2020

Well Driller \$ 38.40 \$ 39.30

Well Driller
Helper 33.42 34.17

Hazardous Waste Differential
Added to Hourly Wage:

Level A	\$ 3.00	\$3.00
Level B	2.00	2.00
Level C	1.00	1.00

Monitoring Well Work

Add to Hourly Wage:

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 08/01/2020

Well Driller 10% of straight 10% of straight
& Helper time rate plus \$ 12.50 time rate plus \$ 12.50

Additional \$ 4.00 for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour: 07/01/2020 08/01/2020

1st Term	\$ 21.94	\$ 28.00
2nd Term	22.80	29.00
3rd Term	23.48	30.00

SUPPLEMENTAL BENEFITS

Per Hour:

1st Term	10% of Wage + \$ 12.50
2nd Term	10% of Wage + \$ 12.50
3rd Term	10% of Wage + \$ 12.50

Additional \$4.00/Hr. on all Overtime Hours.

4-138well

Operating Engineer - Heavy&Highway

06/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

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

CLASS "A":

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

CLASS "B":

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

CLASS "C":

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

CLASS "D":

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

CLASS "E":

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

	07/01/2020	6/01/2021 Additional
Class "AA"	\$ 81.07	\$ 3.48
Cranes: Boom Length over 100 feet add \$ 1.00 per hour		
" " " 150 " " \$ 1.50 " "		
" " " 250 " " \$ 2.00 " "		
" " " 350 " " \$ 3.00 " "		
Class "A"	71.86*	3.22
*Add \$3.50 for Hazardous Waste Work.		
Class "B"	67.20*	3.07
*Add \$2.50 for Hazardous Waste Work.		

Class "C"	64.83*	3.01
*Add \$1.50 for Hazardous Waste Work		
Class "D"	49.48*	2.56
*Add \$1.00 for Hazardous Waste Work		
Class "E"	47.40	2.50

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

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES \$ 38.45

Note: OVERTIME AMOUNT 32.60

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

		Additional
1st Term	\$ 28.00	\$ 1.31
2nd Term	29.00	1.34
3rd Term	30.00	1.37

SUPPLEMENTAL BENEFITS:

APPRENTICES 15.64

Note: Overtime Amount 5.60

4-138

Operating Engineer - Heavy&Highway

06/01/2021

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: 07/01/2020

Heavy Highway/Building

Party Chief \$ 67.76

Instrument Man 51.66

Rodman 44.30

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building \$ 34.23

Premium*:

Heavy Highway/Building \$ 43.40

Premium**:

Heavy Highway/Building \$ 52.56

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY

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

* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

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

4-15D-N/S co.

Operating Engineer - Marine Dredging

06/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

07/01/2020

10/01/2020

All Classes A & B	\$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	\$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

06/01/2021

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: 07/01/2020
Survey Classifications

Party Chief \$ 45.32
Instrument Man 37.85
Rodman 33.14

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 19.50

OVERTIME PAY

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

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab

06/01/2021

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:
07/01/2020

(SEE)

Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(class D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethylene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter

06/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2020

Brush \$ 49.20*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. 49.20*

Spray & Scaffold \$ 52.20*

Fire Escape 52.20*

Decorator 52.20*

Paperhanger/Wall Coverer 51.96*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2020

Paperhanger \$ 30.70

All others 28.81

Premium 32.10**

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

Per hour: 07/01/2020

Appr 1st term... \$ 19.12*

Appr 2nd term... 24.52*

Appr 3rd term... 29.72*

Appr 4th term... 39.75*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour: 07/01/2020

Appr 1st term... \$ 14.32

Appr 2nd term... 17.78

Appr 3rd term... 20.50

Appr 4th term... 25.89

8-NYDC9-B/S

Painter

06/01/2021

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: 07/01/2020
Drywall Taper \$ 49.20*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2020
Journeyman \$ 28.81

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: 07/01/2020

1500 hour terms at the following wage rate:

1st term	\$ 19.12*
2nd term	24.52*
3rd term	29.72*
4th term	39.75*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 14.32
2nd year	17.78
3rd year	20.40
4th year	25.89

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

06/01/2021

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:			
STEEL:			
Bridge Painting:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

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

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

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

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

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10 + 3.15*	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.15 + 4.73*	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 40.20 + 6.30*	\$ 41.20 + 6.90*	\$ 42.40 + 7.71*
Supplemental Benefits - Per hour:			
1st year	\$.25 + 11.86*	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

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

8-DC-9/806/155-BrSS

Painter - Line Striping

06/01/2021

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):	07/01/2020	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 38.34

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

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

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

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2020	07/01/2021	07/01/2022
Journeyworker:			
Striping Machine Operator:	\$ 9.16	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	\$ 9.16	\$ 10.03	\$ 10.03

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03

8-1456-LS

Painter - Metal Polisher

06/01/2021

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

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:

All classification \$ 9.94

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2020

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54

1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

Plasterer

06/01/2021

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2020

Building:	
Plasterer/Traditional &	\$ 50.73*
Spraying Fireproofing	

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 22.37
---------------	----------

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages:

(per hour)

800 hours term:

07/01/2020

1st term	\$28.04
2nd term	\$30.59
3rd term	\$35.69
4th term	\$38.23

Supplemental Benefits:
(per hour):
(800) hours term:

	07/01/2020
1st term	\$ 14.27
2nd term	\$ 15.14
3rd term	\$ 16.89
4th term	\$ 17.76

9-262

Plumber	06/01/2021
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2020 5/01/2021

Plumber/ PUMP & TANK	\$ 45.49	\$45.74
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 30.64	\$ 31.89
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OVERTIME PAY

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

(V) For Sundays & Holidays if Worked Only

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

One(1) Year Terms at the Following

Percentage of Journeymans wage:

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

Supplemental Benifits Per Hour:

1st Term	\$18.72	\$19.97
2nd Term	\$19.36	\$20.61
3rd Term	\$20.18	\$21.43
4th Term	\$20.56	\$21.81
5th Term	\$23.79	\$25.04

4-200 Pump & Tank

Plumber	06/01/2021
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

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

Plumber	\$ 52.48	\$ 53.48
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SUPPLEMENTAL BENEFITS

Per Hour:

Plumber	\$ 43.98	\$ 45.98
---------	----------	----------

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

	07/01/2020	11/01/2020
1st Term	\$ 31.96	\$ 32.46
2nd Term	34.27	34.77
3rd Term	35.64	36.14
4th Term	37.13	37.63
5th Term	38.71	39.21

4-200

Plumber 06/01/2021

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2020	5/01/2021
Plumber		
MAINTENANCE ONLY	\$ 34.74	\$ 33.05

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	\$ 22.36	\$ 19.30

OVERTIME PAY

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

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

4-200 Maintenance

Roofer 06/01/2021

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour	07/01/2020	05/01/2021
ROOFER/Waterproofing		
Total Wage to be Paid	\$ 49.25	Additional \$2.50/Hr.
"Base" Wage	\$ 44.25**	

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofing	\$ 33.86
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OVERTIME PAY

Per Hour:

NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
NOTE:** Overtime Pay to be calculated on "BASE" Wage then add \$5.00.
(Example: \$44.25 x time and one half = \$66.37 + \$5.00 = \$71.37)

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:

07/01/2020

1st Term	\$ 9.48
2nd Term	11.71
3rd Term	23.87
4th Term	31.20

4-154

Sheetmetal Worker

06/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2020	8/01/2020
Sign Erector	\$ 50.79	\$ 52.29

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2020	8/01/2020
Sign Erector	\$ 49.82	\$ 51.26

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:

07/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.96	\$ 15.81	\$ 17.68	\$ 19.56	\$ 27.26	\$ 29.65	\$ 32.80	\$ 35.26	\$ 37.71	\$ 40.15

8/01/2020

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29

4-137-SE

Sheetmetal Worker

06/01/2021

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

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

SUPPLEMENTAL BENEFITS

Per Hour:
Sheetmetal Worker
\$ 47.90
Maintenance Worker
47.90

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Per Hour:Wages

Six(6) Month Terms As Follows:

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

Per Hour: Supplemental Benifits

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

4-28

Steamfitter

06/01/2021

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 01/01/2021
AC Service/Heat Service \$ 42.85 Additional
\$0.75/Hr.

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

SUPPLEMENTAL BENEFITS

Per Hour

AC Service/Heat Service \$ 17.96

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 20.75
2nd Term	25.04
3rd Term	29.17
4th Term	35.22

Benefits per hour:

1st Term	\$ 12.55
2nd Term	13.73
3rd Term	14.97
4th Term	16.65

4-638B-StmFtrRef

Steamfitter

06/01/2021

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020

Sprinkler/Steam Fitter \$ 65.01

Temporary Heat & AC Fitter \$ 49.42

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

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam Fitter \$ 50.98

Temporary Heat & AC Fitter 41.83

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

OVERTIME PAY

All overtime which is defined as work after 7 hours a day plus Saturday, Sunday and Holidays are subject to the amounts below*:

*Note: The posted overtime rates are applicable after 8 hours plus Saturday, Sunday and Holidays for Temporary Heat & AC Fitter on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00:

Sprinkler/Steam	Wages \$ 129.96	Benefit \$ 108.08
Temp Heat/AC	Wages \$ 98.78	Benefit \$ 82.78

HOLIDAY

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

REGISTERED APPRENTICES

1 year Terms at the Following:

WAGES per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 26.04	\$ 32.54	\$ 42.28	\$ 52.02	\$ 55.27
Enrolled After 07/01/2017		\$ 39.03	\$ 45.53	\$ 52.02

SUPPLEMENTAL BENEFIT per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 20.92	\$ 25.95	\$ 33.45	\$ 40.96	\$ 43.47

Enrolled After 07/01/2017	\$ 30.94	\$ 35.97	\$ 40.96
Premium Time Amounts:			
\$ 40.96	\$ 51.02	\$ 66.02	\$ 81.04
Enrolled After 07/01/2017	\$ 61.00	\$ 71.06	\$ 86.06
			\$ 81.04

4-638A-StmSpFtr

Teamster - Asphalt Delivery

06/01/2021

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

07/01/2020

Asphalt Delivery

\$ 37.545

Light Construction Work:

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

TRUCK DRIVER

07/01/2020

Asphalt Delivery

\$ 32.16

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

TRUCK DRIVER

07/01/2020

Asphalt Delivery

\$ 46.6825

Light Construction Work

TRUCK DRIVER

07/01/2020

Asphalt Delivery

\$ 13.05

OVERTIME PAY

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

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

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

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

Teamster - Building

06/01/2021

JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2020

Trailers \$ 34.61
Straight Jobs \$ 34.31

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

07/01/2020
\$ 34.34

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

06/01/2021

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

07/01/2020
\$ 40.005

Concrete Delivery

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

07/01/2020
\$ 36.815

Concrete Delivery

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work 07/01/2020
Concrete Delivery \$ 45.475

Light Construction Work 07/01/2020
Concrete Delivery \$ 15.355

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway

06/01/2021

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.

07/01/2020

Site Excavating
(Chauffeurs)

\$ 37.545

Light Construction Work:

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

Site Excavating
(Chauffeurs)

32.16

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2020

Heavy Construction Work
Chauffeurs

\$ 46.6825

Light Construction Work
Chauffeurs

13.05

OVERTIME PAY

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

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

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

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature

PROPOSAL FORM

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

PROPOSAL FOR

MAP OF COUNTRY TRAILS

SUBDIVISION ROADWAY IMPROVEMENTS PROJECT

PROJECT NO. 3522

**TOWN OF RIVERHEAD
200 HOWELL AVENUE
RIVERHEAD, NEW YORK 11901**

Town of Riverhead
Riverhead, NY

Gentlemen:

The undersigned bidder has carefully examined the Contract Documents for the proposed construction and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said Contract Documents in the manner prescribed therein and in said contract, and in accordance with the requirements of the Town Engineer, or his representative, at the following unit and/or lump sum prices:

PROPOSAL FORM

The undersigned hereby acknowledges receipt of the following Addenda (if any):

Addendum No.

Dated

Signature of person, firm or corporation making this proposal:

(Contractor)

(Title)

P.O. Address: _____

Telephone No.: _____ Dated: _____

The full names and address of all persons or principals interested in the proposal are as follows:

Name

Address

The Town Board reserves the right to award this contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Town. In awarding this contract, the Town is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated not is a guarantee made to the total bid or alternate total bid. Such total bid or alternate total bid is for the purpose of guidance in awarding the contract only. Payment shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds themselves to enter into written contract with the Town not later than ten (10) days after the date of notice of the acceptance of his bid and to furnish the required security for faithful performance of the terms of said contract and the insurance as required by the Conditions of Contract, and to process the work diligently so as to substantially complete the work required under this contract.

ITEMIZED PROPOSAL FORM

TOWN OF RIVERHEAD
MAP OF COUNTRY TRAILS
SUBDIVISION ROADWAY IMPROVEMENTS PROJECT

BIDDER'S NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEMS (FILL IN UNIT PRICES WRITTEN IN WORDS)	UNIT PRICE BID		EXTENDED TOTAL AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
100	LUMP SUM	GENERAL REQUIREMENTS, MOBILIZATION, MAINTENANCE AND DEMOBILIZATION FOR: _____/LS DOLLARS CENTS	-----	-----		
129	LUMP SUM	MAINTENANCE & PROTECTION OF TRAFFIC FOR: _____/LS DOLLARS CENTS	-----	-----		
150	LUMP SUM	DRAINAGE STRUCTURE, ASPHALT PAVEMENT AND SHOULDER AREA PREPARATION CLEANING AND MAINTENANCE FOR: _____/LS DOLLARS CENTS	-----	-----		
201	50 CY	DEMOLITION AND REMOVAL OF ASPHALT PAVEMENT FOR: _____/CY DOLLARS CENTS				
203	200 CY	UNCLASSIFIED EXCAVATION INCLUDING RECHARGE BASIN AREA AND UNSUITABLE SUBGRADE SOILS FOR PAVEMENT FOR: _____/CY DOLLARS CENTS				
205	100 LF	SAWCUT ROADWAY PAVEMENT FOR: _____/LF DOLLARS CENTS				
SUBTOTAL (THIS PAGE):						

ITEMIZED PROPOSAL FORM

TOWN OF RIVERHEAD
MAP OF COUNTRY TRAILS
SUBDIVISION ROADWAY IMPROVEMENTS PROJECT

BIDDER'S NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEMS (FILL IN UNIT PRICES WRITTEN IN WORDS)	UNIT PRICE BID		EXTENDED TOTAL AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
300	60 CY	DENSE GRADED AGGREGATE BASE MATERIAL (RCA) FOR: _____/CY DOLLARS CENTS				
402A	100 TONS	ASPHALT CONCRETE – TYPE 3 BINDER COURSE (NYSDOT 403.13) FOR: _____/TON DOLLARS CENTS				
402B	700 TONS	ASPHALT CONCRETE – TYPE 6F TOP COURSE (NYSDOT 403.16) FOR: _____/TON DOLLARS CENTS				
490	170 SY	MILLING OF ASPHALTIC CONCRETE PAVEMENT FOR: _____/SY DOLLARS CENTS				
600	100 LF	COBBLESTONE CURB REPAIRS AND RECONSTRUCTION FOR: _____/LF DOLLARS CENTS				
607	2000 LF	SPLIT RAIL FENCE (TWO RAILS) FOR: _____/LF DOLLARS CENTS				
SUBTOTAL (THIS PAGE):						

ITEMIZED PROPOSAL FORM

TOWN OF RIVERHEAD
MAP OF COUNTRY TRAILS
SUBDIVISION ROADWAY IMPROVEMENTS PROJECT

BIDDER'S NAME: _____

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEMS (FILL IN UNIT PRICES WRITTEN IN WORDS)	UNIT PRICE BID		EXTENDED TOTAL AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
611	100 SY	GRADING AND SPREAD TOPSOIL AND SEED FOR: _____/SY DOLLARS CENTS				
620	12 TON	RIP RAP (RECHARGE BASIN OUTFALL AREA) FOR: _____/TON DOLLARS CENTS				
630	2 EACH	ADJUST EXISTING RECTANGULAR CURB INLET TYPE FRAME AND GRATES FOR: _____/EA DOLLARS CENTS				
SUBTOTAL (THIS PAGE):						

TOTAL BID AMOUNT

TOTAL BID (ADD ALL ITEMS)	WRITTEN IN WORDS FOR TOTAL: _____ DOLLARS CENTS	DOLLARS	CENTS

NOTE 1: The Town of Riverhead Town Board reserves the right to increase, decrease or eliminate, in its entirety, any or all items of the bid prior to or after award of bid.

NOTE 2: If there is any discrepancy in the Contractor's bid prices between the written amount in words and the written number values, the written number values shall govern and be used to determine the Total Bid Amount.

STATEMENT OF NON-COLLUSION

As per Chapter 751 of the Laws of 1965, an amendment to the General Municipal Law sponsored by the New York State Department of Law, all bids, proposals and contracts awarded or accepted by a municipality must contain a statement of non-collusion. By submission of this bid or proposal, the bidder certifies 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 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 has fully informed himself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof such penalties being applicable to the bidder as well as to the person signing in its behalf;
- (E) That attached hereto (if corporation bidder) is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal in behalf of the corporate bidder.

SIGNED: _____

NAME and TITLE: _____

FIRM: _____

DATE: _____

Resolved that _____ be authorized
(Name of Corporation)

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

MAP OF COUNTRY TRAILS SUBDIVISION ROADWAY IMPROVEMENTS

and to submit in such bid or proposal the certificate as to non-collusion required by Section One Hundred Three D (103-D) of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificates, this corporate bidder shall be liable under the penalties of perjury.

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

Corporation at a meeting of its Board of Directors on the _____ day of _____, 2021.

(Seal of Corporation)

Secretary

Legal name of person, firm or corporation making this Bid:

Dated: _____

(Bidder's Seal)

NOTES:

- (1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately thereunder as _____, Partner.
- (2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- (3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgement that follow.
- (4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the "Questionnaire" which follows as part of the bid.
- (5) In case of any discrepancy in the bidder's extensions or total, the Town Engineer's computation of extensions and totals will govern.

FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

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

Subscribed and sworn to before me this _____ day of _____, 2021.

PF-5

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

(Signature of person who signed bid)

this _____ day of _____, 2021.

(Notary Public)

PROPOSAL FORM

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

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

_____ being duly sworn, deposes and says: I am the
_____ of _____ the above
named corporation, whose name is subscribed to and which executed the foregoing bid. I reside
at _____, State of
_____. I have knowledge of the several matters therein stated and they are
in all respects true.

(Signature of person who signed bid)

Subscribed and sworn to before me this _____

day of _____, 2021.

(Notary Public)

PROPOSAL FORM

BIDDER MUST SIGN THIS FORM BEFORE A NOTARY PUBLIC

Bid or Contract Number _____

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

That in connection with the above bid or contract of _____ I
_____ the *(applicable herein), (an officer or agent of the
corporate applicant, namely its _____), swears or affirms under
the penalties of perjury, that no other person will have any direct or indirect interest in this proposal
except _____ (in case of a corporation, all officers of the
corporation and stockholders owning more than 5% of the corporation and stock must be listed.
Use separate sheet in necessary.)

That *(none of the officers or stockholders are) related to any officer or employee of the Town of
Riverhead except _____

That there is not any state or local officer or employee or a member of a board of commissioners
of a local public authority or other public corporation within the county (exclusive of a volunteer
fireman or civil defense volunteer) interested in such application.

(Signature)

Sworn to before me this _____
day of _____, 2021.

(Notary Public)

*Cross out phrase not appropriate.

NOTE: It is not forbidden that individuals working for the Town of Riverhead or other
municipality bid on contracts but only that such interest be revealed when they do bid.

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

SEXUAL HARASSMENT STATEMENT

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of §201-G of the Labor Law.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

FORM OF BID BOND, PAYMENT BONDS AND PERFORMANCE BONDS

The Form of Bid Bond shall be AIA Document A310

The Form of Labor and Material Payment Bond shall be AIA Document A311

The Form of Performance Bond and Payment Bond shall be AIA Document A312

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CONDITIONS OF CONTRACT

1. CONTRACT DOCUMENTS AND DEFINITIONS

The Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, 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 table of contents, titles, heading, headlines, and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Plans & Specifications, Form of Contract and any Addenda. In case of any conflict or inconsistency between the provisions of the contract and those of the Specifications, the provisions of this contract shall govern.

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

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

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 last known business address of, the person, firm or corporation for who intended, or his, their, or its duly authorized agents, representatives, or officer, 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 mailbox.

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

2. SCOPE OF SERVICES

The contractor will furnish all labor, materials, suppliers, equipment and other facilities necessary or proper for, or incidental to, the work contemplated by this contract as required by, and in strict accordance with the applicable Plans and Specifications and Addenda prepared by the Town Engineer 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 this contract. It is specifically understood that this contract does not guarantee any minimum or

maximum quantities of work. Quantities will be as ordered by the Town from time to time, and unit bid prices will govern. The quantities in the proposal are for bidding purposes only.

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 the products of the actual quantities in place upon the completion of the work, as determined by the Town Engineer's measurements, by the unit prices bid, no allowances being made for anticipated profit or for reasons of variations from the estimated quantities set forth in the Form of Bid.
- (B) Extra Work: The town 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 contract 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 price or by a lump sum mutually agreed upon by the town and the contractor; and
 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 of applied labor, premiums for Worker's Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added twenty (20) percent as full compensation for all other items of profit costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workers' Compensation Insurance, materials used in temporary structures, allowances made by the contractor to subcontractors, additional premiums upon the performance bond of the contractor and the use of small tools.

4. TIME OF ESSENCE

Inasmuch as the provisions of the contract relating to the time of performance and completion of the work are for the purpose of enabling the town 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. TIME OF COMPLETION

The Contractor shall be required to substantially complete the work specified herein no later than September 17, 2021. Substantial completion shall constitute the placement of the Top Course Asphalt Concrete Pavement (Item No. 402B). Final completion and acceptance of the work shall be no later than September 30, 2021. Failure to comply with time of completion shall constitute liquidated damages and termination of primary contractor.

6. LIQUIDATED DAMAGES

The time limit being essential to and of the essence of this contract, the primary contractor hereby agrees that the Town shall be and is hereby authorized to deduct and retain out of the money which may be due or may become due to said contractor under this agreement, the sum of the cost of completing the work by the secondary contractor, including overhead charges, services, inspector's wages, and interest on the money invested that the Town will suffer by reason of such default. The Town shall have the right to extend the time for the completion of said work.

7. TERMINATION OF PRIMARY CONTRACTOR

Termination of primary contractor shall include all work in progress and pending. All existing and pending purchase orders pertaining to work issued through the Map of Country Trails Subdivision Roadway Improvements Project shall be hereby considered void. All items previously awarded to terminated contractor shall be hereby awarded to corresponding secondary contractors. Termination of primary contractor shall extend the duration of the contract. At the discretion of the Town of Riverhead, termination of contractor shall warrant disqualification from awarding specific items or all items in succeeding Capital Improvement Projects, etc.

8. EXTENSIONS OF TIME. NO WAIVER.

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

No such extension of time shall be considered a waiver by the Town 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. WEATHER

During unsuitable weather, all work must stop when such work would be subject to injury and the contractor shall transfer his men and materials to those parts of the work where weather conditions will not have any effect on the workmanship to any damages on account of such damages or suspension, and he must protect any work that might be injured by the elements and make good any work that is injured.

10. CONTRACT SECURITY

The contractor shall furnish a Performance Bond equal to 100% of their total bid amount for the project. Upon final completion of the project, as determined by the Town Engineer, the Contractor shall furnish a Maintenance Bond equal to 100% of the total project cost for a period of one year from the substantial completion date.

Additional or Substitute Bond: If at any time the Town shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such bond shall cease to be adequate security to the Town, the contractor shall within five (5) days after notice from the Town to do so, substitute an acceptable bond in such form and sum and signed by such other surety as may be satisfactory to the Town. The premiums on such bonds shall be made until the new surety shall have been qualified.

11. LAWS AND ORDINANCES

In the execution of the contract, the contractor will be required to observe and obey all federal, state, county and local laws, ordinances, codes and regulations relating to the performance of the contract including but not limiting labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees of his work hereunder in his relations with the municipality or any other persons, and also all laws, codes, ordinances controlling or limiting the contractor while engaged in executing the work under the contract.

As a condition of the contract, the contractor shall and does hereby agree to comply with all requirements of the Labor Laws of the State of New York.

The contractor shall comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with such sections of the Executive Law and Civil Rights Law.

The contract may be forthwith canceled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commissioner for Human Rights that the contractor has not complied with these laws.

The contract 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 the contract. The Labor Law, as amended, provides that no laborer, workman 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 (1) 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 herein before defined, to laborers, workmen or mechanics upon the work called for under this contract or upon 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, workman 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 maintenance, and repair of highways and in water works construction outside the limits of cities and villages are no longer exempt from the provisions of the labor Law which require that payment of the prevailing rate of wages and the eight (8) hour day.

Section 222 of the Labor Law, as amended by Chapters 556 and 557 of the Laws of 1933, provides that preference in employment shall be given to citizens of the State of New York who have been residents of Suffolk County for at least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of residence in accordance with rules adopted by the Industrial Commissioner. Person other than citizens of the State of New York shall be employed only when such citizens are not available. Section 222 further provides that upon the demand of the State Industrial Commissioners, the contractor shall furnish a list of names and addresses of all his subcontractors and further provides that a violation of this section shall constitute a misdemeanor and shall be punishable by a fine of not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) or by imprisonment for not less than thirty nor more than ninety days, or both fine and imprisonment.

Section 220-A 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 amount then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the contractor, setting forth herein the names of the persons whose wages are unpaid and the amount due each respectively.

Section 220-B of the Labor Law, as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the 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 reason, it may be deemed advisable, the comptroller of the state or financial officer of the municipal corporation may deduct from the whole amount of any payment on account thereof of the sums or sum 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 work, 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 220-C of the Labor Law, as so amended, provides the penalty for making of a false oath or verification.

Section 220-D 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 a 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 whether by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work completed by the laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation 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 (\$500.00) or by imprisonment; for a second offense by a fine of One Thousand Dollars (\$1,000.00) 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 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 or a 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 set forth herein above as part of “ Instructions to Bidders, Section 21 “NYS Wage Rates”

12. QUALIFICATIONS FOR EMPLOYMENT

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

13. NONDISCRIMINATION

There shall be no discrimination because of race, creed, or color in the employment of persons for work under this contract, whether performed by the contractor or any subcontractor. Neither shall the contractor or subcontractor or any person acting on behalf of the contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of race, creed, or color.

14. PAYMENTS OF EMPLOYEES

The contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less deductions made mandatory by law) not less often than once each week. Certified payrolls shall be submitted to the Town Engineer before payment to the contractor is processed. Affidavit attesting to payment or amount owed to employees shall be submitted before payment to contractor is processed.

15. ESTIMATES AND PAYMENTS

Upon successful completion of all work, the contractor shall submit an invoice to the Town Engineer for approval. Upon approval by the Town Engineer, payment will be made to the contractor within thirty (30) calendar days provided the payment request is correct and complete.

- (A) Monthly: At the end of each calendar month during the progress of the work, the Town Engineer shall make an approximate estimate of the work satisfactorily completed, based upon the prices set forth in the Form of Bid. In consideration of the work completed, the Town will pay or cause to be paid to the contractor the amount estimated by the Town Engineer as due him less five (5%) percent.

The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Town of any work so estimated and paid for. The five (5%) percent of the amount of the monthly estimate remaining unpaid will be retained by the Town as a guarantee that the contractor will faithfully and completely fulfill all obligations imposed by the contract and specifications, and against any damages caused the Town by reason of any failure on the part of the contractor to fulfill all conditions and obligations herein contained.

- (B) Final Estimate: One month after the completion and acceptance of the work specified and contracted for, the Town Engineer will make a final estimate of all the work done. Thereafter, the Town will pay the full amount, less prior payments, less any amounts retained to complete the work according to the provisions of the specifications, less any money paid by the Town by reasons of said contractor having failed to carry out faithfully and completely all the obligations and requirements herein contained. Upon final settlement, according to the conditions herein specified and not until such settlement shall have been made, will the contractor be relieved from the obligations assumed in the contract.
- (C) Measurement for Payment: The Town Engineer shall make due measurement of work completed during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the contractor under and by virtue of this agreement and shall be taken as full measure of compensation to be received by the contractor.
- (D) No payments will be made for materials delivered to the site which have not been incorporated into the work.

16. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by the contractor of final payment shall be, and shall operate as a release to the Town from all claims and all liabilities to the contractor for all the things done or furnished in connection with this work and for every act and neglect of the Town and others relating to or arising out of, this work, excepting to the contractor's claims for interest upon the final payment, if this payment be improperly delayed. No payment, however, final or otherwise, shall operate to release the contractor or his sureties from any obligations under this contract or the performance bond or maintenance bond.

17. CONSTRUCTION REPORTS

The contractor shall submit to the Town Engineer prior to commencing any work under this contract, a detailed schedule and plan of operations indicating the manner in which the contractor proposes to prosecute the work and a time schedule therefor. Such schedules are not intended to bind the contractor to a predetermined plan or procedure, but rather to enable the Town Engineer to coordinate the work of the contractor with work required of and to be performed by others. The detailed schedule shall include a list of the subcontractors and material suppliers he proposes to use on the work.

18. INSPECTION AND TESTS

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

If at any time before final acceptance of the entire work, the Town Engineer, or his representative, considers necessary or advisable an examination of any portion of the work already completed, by removing 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, contractor shall be liable for the expense for such examination and of satisfactory reconstruction.

If, however, such approval and consent shall have been given and 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 cost of extra work.

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

Any rejected work will be removed from the site of the project completely at the expense of the contractor.

19. PLANS AND SPECIFICATIONS: INTERPRETATIONS

The contractor shall keep at the site of the work one copy of the plans and specifications. Bidding of this contract shall be based on the information and data contained herein. Materials of construction and component installation shall conform to the general requirements of the specifications and details contained at the end of the specifications. The Town Engineer will provide plans and directions for specific drainage projects as projects arise. System configurations, arrangements, elevations, materials and methods are to be as directed by the Town Engineer on a specific project basis.

20. SUPERINTENDENCE BY CONTRACTOR

At the site of the work, the contractor shall give his constant, personal attention to the work or employee a construction superintendent or foreman who shall have full authority to act for the contractor. It is understood that such representative shall be acceptable to the town Engineer, or his representative, and shall be one who can be contained in that capacity for the particular job involved unless he ceases to be on the contractor's payroll. The contractor's superintendent and foreman must be able to read and speak the English language.

21. CONTRACTOR'S TITLE TO MATERIALS

No materials or supplies for the work shall be purchased by the contractor or any subcontractor subject to a 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.

22. PROTECTION OF WORK, PERSONS AND PROPERTY

Precaution shall be exercised at all times for the proper protection of all persons, property and work the contractor shall give notice to the owners of utilities which may serve the area and request their assistance in predetermining the location and depth of various pipes, conduits, manholes, and other underground facilities. The safety provisions of applicable laws and 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 to adequately safeguard the traveling public.

23. 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 plant, materials, supplies and/or equipment to be furnished for the work; and
- (B) That he is familiar with all federal, state and municipal law, ordinances and regulations which may in any way affect the work of those employed thereunder, 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 is intended and that such construction will not injure any person or damage any property; and
- (D) That he has carefully examined the specifications and project site and that from his own investigations he has satisfied himself as to the nature of the work, the character of equipment and other facilities needed for the performance of the work, and the general local conditions which may in any way affect the work or its performance.

24. AUTHORITY OF THE ENGINEER

In the performance of the work, the contractor shall abide by all orders and directions and requirements of the Town Engineer, or his representative, and shall perform work to the satisfaction of the Town Engineer, or his representative, at such time and places, by such methods, and in such manner and sequence as he may require. The Town Engineer, or his representative, shall determine the amount, quality, acceptability, and fitness of all parts of the work, shall interpret the plans, specifications, contract documents and any extra work orders and shall decide all other questions in connection with the work. Upon request, the Town Engineer, or his representative, shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the contract documents of particular instance in which the opinion, judgment, discretion or determination of the Town Engineer, or his representative, shall

control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be governed and so performed.

25. CHANGES AND ALTERATIONS

The Town Engineer reserves the right to make alterations in locations, line, grade, plan, form or dimensions of the work, or any part thereof, either before or after the commencement of construction. If such alteration diminishes 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 prices for such work as contained in the schedule of prices.

26. 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 Town Engineer, or his representative, 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.

If, in the opinion of the Town Engineer, or his representative, 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 thereunder shall be reduced by such amount as in the judgment of the Town Engineer, or his representative, 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 which may appear within one year following the final completion of the work. 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 or the performance bond.

27. WEATHER CONDITIONS

In the event of temporary suspension of work or during inclement weather or whenever the Town Engineer, or his representative, shall direct, the contractor will, and will cause his subcontractor to sufficiently protect his and their work and materials against damage or injury from the weather. If, in the opinion of the Town Engineer, or his representative, any work or material shall have been damaged or injured by reason of 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.

28. THE TOWN'S RIGHT TO WITHHOLD PAYMENTS

The Town may withhold from the contractor so much of any approved payments due him as may, in the judgment of the Town 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 from loss due to defective work not remedied; or
- (C) To protect the Town 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 shall have the right, as agent for the contractor, to apply such amounts so withheld in such manner as the town may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payments for the account of the contractor.

29. THE TOWN'S RIGHT TO TERMINATE CONTRACT

The Town of Riverhead may terminate this contract if:

- (A) the contractor shall be adjudged bankrupt 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 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or
- (C) the contractor shall refuse or fail, after notice or warning from the Town Engineer, or his representative, to supply enough properly skilled workmen or proper materials to the job; or
- (D) the contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or
- (E) the contractor shall fail to make prompt payments to persons supplying labor or materials for the work; or
- (F) the contractor shall fail or refuse to regard laws, ordinances or the instruction of the Town Engineer, or his representative or otherwise be guilty of a substantial violation of any provisions of this contract.

Upon the determination by the Town of Riverhead to terminate this contract, and in any such event, the Town, without prejudice to any other rights or remedy it may have, may give seven (7) days notice to the contractor, terminate the employment of the contractor and his rights to proceed with as to the entire work or (or at the option of the Town) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract, secondary contractor or otherwise, as the Town may deem appropriate. In such case, the contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance

of the compensation to be paid to the contractor thereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the contractor. If such expense shall exceed such unpaid balance, the contractor and his sureties shall be liable to the Town for such excess. If the right of the contractor to proceed with the work is so terminated, the Town may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary thereof.

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

If the work shall be stopped by order of the court or other public authority for a period of three (3) months without act or fault of the contractor or any of his agents, servants, employees or subcontractors, the contractor may, upon ten (10) days notice to the town, discontinue his performance of the work and/or terminate the contract; in which event, the liability of the Town immediately preceding (Paragraph 31), the contractor shall not be obligated to pay to the Town any excess of the expense of completing the work over the unpaid balance of the compensation to be paid to the contractor thereunder.

31. RESPONSIBILITY FOR WORK

The contractor agrees to be responsible for the entire work embraced in this contract until its completion and final acceptance by the Town of Riverhead. The contractor further agrees that any imperfect and/or damaged work that may be discovered at any time before the completion and acceptance of work shall be removed and/or replaced in conformity with the requirements of this contract without charge to the Town. Such removal and replacement will be performed as soon as practicable following receipt of written notice from the Town Engineer that the work is imperfect and/or damaged. The contractor further agrees that the inspection of the work by the Town Engineer of his or her designee shall not relieve him of any obligation to do sound and reliable work. Furthermore, such inspection and/or partial payment for work shall not preclude the Town Engineer from requiring removal and/or replacement at a later time. Neither shall such inspection or partial payment be deemed to be acceptance of any work.

32. USE OF PREMISES AND REMOVAL OF DEBRIS

The contractor expressly undertakes at his own expense:

- (A) 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;
- (B) 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, orderly and workmanlike appearance;
- (C) Before final payment hereunder to remove all surplus material, temporary structures, plants of any descriptions and debris of every nature resulting from his operations.

33. SUITS OF LAW

The contractor shall indemnify and save harmless the Town and its employees 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 of any subcontractor, and in case of any such action shall be brought against the Town, the contractor shall immediately take charge of and defend the same at his own cost and expense.

34. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency which threatens loss or injury to property and/or safety of life, the contractor will be permitted to act as he sees fit without previous instructions from the Town Engineer, or his representative. He shall notify the Town Engineer, or his representative thereof immediately 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 Engineer, or his representative, for approval.

Where the contractor has not taken action but has notified the Town Engineer, or his representative, 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 Town Engineer, or his representative to prevent such threatened injury or damage, he shall act as instructed by the Town Engineer, or his representative. 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.

35. PROVISION 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 read and be 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 be forthwith physically amended to make such insertion.

36. 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. This contract shall insure 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.

37. GENERAL MUNICIPAL LAW CLAUSE

Pursuant to the provisions of Section 103-a of the General Municipal Law, in the event that the bidder or any member, partner, director or officer of the bidder, should refuse, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof for goods, work or services for a period of five (5) years after such refusal, and any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, 1959, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation without incurring any penalty or damages on account of such corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

38. CONTRACTOR'S INSURANCE

The contractor shall not commence any work until he has obtained, and had approved by the Town, all the insurance required under this contract as enumerated herein:

Workers' Compensation Insurance

Public Liability and Property Damage Insurance

Contractor's Protective Liability and Property Damage Insurance

Owner'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.

- (A) **Workers' Compensation Insurance:** The contractor shall take out and maintain, during the life of this contract, Workers' Compensation Insurance for all his employees employed at the site of the project, and in case of any of the work being sublet, the contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the contractor. Limits: statutory for Workers' Compensation, One Million Dollars (\$1,000,000) Employers Liability.
- (B) **Public Liability and Property Damage Insurance:** The contractor shall take out and maintain during the life of this contract such Public Liability and Property Damage Insurance as shall protect him or 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 completed by the contractor or by any subcontractor, or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall be as follows:

Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries, including wrongful death, and property damage. The Town of Riverhead must be named as an additional insured.
- (C) **Liability and Property Damage Insurance:** the above policies for Public Liability and Property Damage Insurance must be so written as to include Contractor's Protective Liability and Property Damage Insurance to protect the contractor against claims arising from the operations of any subcontractor. The Town of Riverhead shall be named as additional insured.
- (D) **Owner's Protective Public Liability and Property Damage Insurance:** The contractor shall furnish to the Town, with respect to the operations he or any of his subcontractors perform, a regular Protective Public Liability Insurance policy for, and in behalf of the Town, providing for a limit of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to, or death of, one person and subject to that limit for each person, a total limit of One Million Dollars (\$1,000,000) 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 Million Dollars (\$1,000,000) for damages arising out of injury to, or destruction of, property during the liability of the Town. The coverage provided under this policy must not be affected if the Town 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 directs or supervises the work to be performed by the contractor.

- (E) Automobile Public Liability and Property Damage Insurance: The contractor shall take out and maintain during the life of the contract such Automobile Public Liability and Property Damage 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 a subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be as follows:

Automobile Public Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) combined single limit for bodily injuries, including wrongful death, and property damage. The Town of Riverhead must be named as an additional insured.

Automobile Property Damage Insurance in an amount of not less than One Million Dollars (\$1,000,000) for damages on account of any accident and in an amount of not less than One Million Dollars (\$1,000,000) for damages on account of all accidents.

38A. HOLD HARMLESS CLAUSE

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (ii) is caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in the paragraph.

39. CLAIMS AGAINST TOWN OFFICIALS AND EMPLOYEES

The Contractor expressly agrees and represents that the contractor shall make no claim and shall bring no action pursuant to any federal or state laws, including, but not limited to 42 U.S.C. § 1983, against any Town official or employee in his/her individual or personal capacity for any act, omission, or statement made or done relating to, or arising out of, this contract and expressly waives its rights to bring such a claim pursuant to any federal or state laws, including, but not limited to 42 U.S.C. § 1983.

40. PROOF OF CARRIAGE OF INSURANCE

The contractor shall furnish the Town with certificates of each insurer insuring the contractor under this contract except with respect to subdivision "D". In respect to this paragraph, the contractor shall furnish the Town with the original insurance policy.

Both certificates, as furnished, and the insurance policy, as required, shall bear the policy numbers, the expiration date of the policy and the limits of liability thereunder. Both the certificates and the policy shall be endorsed to provide the Town with any notice of cancellation at least five (5) days prior to the actual date of such cancellation.

The insurance company utilized must have a minimum AM Best Rating of “A-VII”.

41. TERM OF CONTRACT

The Contractor further agrees that he will begin the work herein embraced within ten days of Notice to Proceed, unless the consent of the Town, in writing, is given to begin at a later date, and that he will prosecute the same so that it shall be entirely completed and performed within the time period specified herein. No extension beyond the date of completion fixed by the terms of this contract shall be effective unless in writing signed by the Town. Such extension shall be for such time and upon such terms and conditions as shall be fixed by the Town, which may include a charge for engineering and inspection expenses actually incurred upon the work. Notice of application for such extension shall be filed with the Town Engineer at least fifteen days prior to the date of completion fixed by the terms of this agreement.

GENERAL CONDITIONS

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1. DEFINITION OF TERMS

Whenever the following words and expressions are used in the Specifications, it is understood that they have the meaning defined below:

Plans: All official drawings or reproductions of drawings pertaining to the work or to any structure connected therewith.

Specifications: The body of directions, requirements, descriptions, etc. contained in this document, together with all documents of any description and agreements made (or to be made) pertaining to the methods or manner of performing the work and/or to the quantities and quality of materials to be furnished and accepted under this contract.

Town: Town Board of the Town of Riverhead.

Contract: Collectively, the contract executed by the Town and the contract, Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Addenda, Performance Bonds, and all supplemental agreements made or to be made.

Inspector: An authorized representative of the Town assigned to make any and all necessary inspections of the work performed and the materials furnished by the contractor.

Materials: Any approved materials acceptable to the Town and conforming to the requirements of these specifications.

Work: 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 complete project. This includes all plant, labor, materials, supplies, equipment and other facilities and acts necessary or proper or incidental to the carrying out and completion of other terms of this contract. The term "work performed" shall be construed to include the materials delivered to and suitably stored at the site of the project.

2. STANDARDS OF WORKMANSHIP

The apparent silence of the specifications as to any detail or and apparent omission from them of a detailed description concerning any work to be done and materials to be furnished shall be regarded as meaning that only the best general practice observed in the latest current construction work is to prevail and that only material and workmanship of first quality is to be used in this connection and all interpretations of these specifications shall be made upon this basis.

3. SAMPLES

The contractor shall furnish for approval, all samples as directed. The work shall be in accordance with approved samples. Samples shall be submitted in ample time so as to prevent delay in fabrication or ordering of materials, allowing for a reasonable time for the Town Engineer, or his representative, to consider the samples submitted, and is necessary, to permit a re-submission of samples to the Town Engineer, or his representative, until approval is given.

Work and material shall be furnished and executed in accordance with approved samples, in every aspect. Each sample shall be labeled, bearing material, name and quality, contractor's name, date and other pertinent data. Unless otherwise specified, samples shall be in duplicate and of adequate size to show quality, type, color, range and finish and texture of material. Materials shall not be ordered until approval is received in writing from the Town Engineer, or his representative.

4. MANUFACTURED MATERIALS

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

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

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

All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such grades as will bring first-class results only. The type of labor employed by the contractor shall be such as will insure the uninterrupted continuity of the entire work, without conflict of any kind.

5. LABORATORY

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

6. SHOP DRAWINGS

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

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

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

7. PERMITS

7.1 Municipal: All work in connection with the installation of pipes or other underground structures of a like nature either within or without the limits of the highway, shall follow all the provisions as contained herein together with the provisions, as they apply, of the Highway Law, Road Openings, Section 149 and Section 198 of Town law, with all subsequent changes, additions or corrections thereto.

7.2 Suffolk County: All permits required for opening country roads and making connections with county drains will be obtained by the Town. A copy of the permit which must be kept on the job site at all times will be supplied to the contractor. The contractor will not be permitted to open any county road or make any connection to any county drain until he has been supplied with the necessary permit.

7.3 State of New York: The contractor shall obtain all necessary New York State highway permits whenever the contract requires any work to be done within or upon existing state highway right-of-ways. These permits shall be obtained from the District Office in Hauppauge prior to the performance of the work. Upon application for the permit, the contractor will be required to supply the following:

- (1) Three (3) copies of a sketch or print showing description and location of the proposed work. These prints will be supplied to the contractor by the Town Engineer.
- (2) Contingent liability insurance for the state (in addition to his own liability insurance) shall be furnished in amounts and manner as required by the State of New York. The contingent protective liability and complete operations liability insurance policy to cover:

“The people of the State of New York and/or the Highway Superintendent covering liability arising with respect to all operations through highway permits by permitted by anyone acting by, through or for the permitted, including omissions and supervisor acts of the State”, in the amount of personal injury (including death) and property damage as required.

8. PLANS AND SPECIFICATIONS

The contractor will be furnished with two (2) sets of Plans and Specifications giving all the details and dimensions necessary for carrying out the work. One copy of Plans and Specifications furnished to the contractor must be kept constantly at the site. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Plans and all work and materials necessary for the completion of the work according to the intent and meaning of the contract shall be furnished, performed and done as if the same were both mentioned in the Specifications and shown on the Drawings. Any conflict or inconsistency between the figures and scale of Drawings shall be submitted by the contractor to the Town Engineer, or his representative, whose decisions hereon shall be conclusive.

In the event the meaning of any portion of the Specifications or Drawings or any supplementary drawings or instructions of the Town Engineer, or his representative, is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted.

All materials and workmanship must be strictly in accordance with the Plans and Specifications.

Additional copies of Plans and Specifications, when requested will be furnished to the contractor at cost of reproduction.

The contractor shall furnish to each of the subcontractors and materials men such copies of the Contract Documents as may be required for their work.

9. CUTTING, PATCHING AND DIGGING

The contractor shall do all curing, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by work of other contractors shown upon or reasonably implied by Drawings and Specifications for the completed structure, and he shall make good after them as the Town Engineer, or his representative may direct. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

The contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor except with the consent of the Town Engineer, or his representative.

10. ERRORS, OMISSIONS AND DISCREPANCIES

- a) If any errors, omissions or discrepancies appear in the drawings, specifications or other documents, the contractor shall, within ten (10) days from receiving such drawings, specifications or documents, notify the Town Engineer or his representative in writing of such errors or omissions. In the event of the contractor's failing to give such notice, he will be held responsible for the results of any such errors or omissions and the cost of rectifying the same.
- b) If, in the opinion of the contractor, any work is shown on drawings, or details, or is specified in such a manner as will make it impossible to produce a first class piece of work, or should discrepancies appear between the drawings and/or specifications, he shall refer the same to the Town Engineer or his representative for interpretation before proceeding with the work. If the contractor fails to make such references to the Town Engineer, or his representative, no excuse will thereafter be entertained for failure to carry out the work in a satisfactory manner as directed.
- c) Should a conflict occur in or between the drawings and specifications and/or existing conditions, the contractor shall be deemed to have estimated on the more expensive way of doing the work, unless he shall have asked for and obtained the decision in writing from the Town Engineer or his representative, before the submission of bids, as to which method or materials will produce the results to the best interests of the Town.

11. TEMPORARY TOILET

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

12. PROPER METHOD OF WORK AND PROPER MATERIALS

The Town Engineer, or his representative, shall have the power in general 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 anytime before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town Engineer, or his representative, as insufficient or improper for assuring the quality of the work required, or the required rate of progress, he may order the contractor to increase their efficiency or to improve their character, and the failure of the Town Engineer, or his representative, to demand any increase of such efficiency or improvement shall not release the contractor from his 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. All work shall be done in such a manner as will properly protect and support existing permanent structures, pipe lines, etc.

13. INSPECTION

Inspectors shall be authorized to inspect all work done on materials furnished. Such inspections may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the contractor and the inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject material or suspend the work until the question at issue shall be referred to and decided by the Town Engineer, or his representative. The inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these specifications, not to approve or accept any portion of the work, not to issue instruction contrary to the plans and specifications. The inspector shall in no case act as foreman or perform other duties for the contractor or interfere with the management of the work by the latter.

Any advice which the inspector may give the contractor shall in no way be construed as binding the Town Engineer, or his representative, nor the Town in any way, nor releasing the contractor from the fulfillment of the terms of the contract.

The contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work and materials shall, upon final completion of the work, be turned over to the Town in a complete and perfect condition and the contractor shall be responsible for the proper care, maintenance and protection of all work and material until his entire contract is completed and all work and materials found in good condition and accepted. The contractor will be held responsible for the entire work until completed and accepted by the Town.

The contractor shall, at all times, provide the Town Engineer, assistants and inspectors under him with necessary facilities for determining both on the job and at the places of manufacture, that all work being performed and all materials being manufactured are strictly in accordance with the contract.

Until acceptance of work by the Town, the contractor shall be responsible for all damages to the work including action of the elements or any other cause whatsoever. The contractor shall continuously and adequately protect the work against damage from any cause.

14. WAIVER

Neither the inspection by the Town or any part of their employees, nor any order, measurement or certificate by the Town Engineer, or his representative, nor any order by the Town for the payment of any money, nor any payment for or acceptance of, the whole or any part of the work by the Town Engineer, or his representative, or the Town nor any extension of time nor any possession taken by the Town or its employees shall operate as a waiver of any provision of this contract or of any power herein reserved to the Town or any right to damages herein provided; nor shall any waiver of any breach of the contract constitute a waiver of any subsequent breach. Any remedy provided in this contract shall be construed as cumulative in addition to each and every remedy herein provided.

15. WATER AND ELECTRIC POWER

All water and electric power supply for construction purposes must be provided by the contractor. The cost shall be borne by the contractor. The Contractor shall obtain all permits and utilize portable RPZ's as required by the Riverhead Water District when requesting connection to hydrant.

16. MACHINERY AND EQUIPMENT

All machinery, equipment, trucks and vehicles used in the prosecution of the work or in connection therewith, shall at times be in proper working condition.

The contractor shall be responsible for curtailing noise, smoke, fumes, or any other nuisance resulting from his operations. He shall, upon written notification from the Town Engineer, make any repairs, replacements, adjustments, and additions and furnish mufflers when necessary to fulfill these requirements.

17. RIGHT TO USE WORK

The Town may enter upon and use the whole or any portion of the work, which may be in condition to use any time previous to its final acceptance by the Town. Such use shall not constitute or be evidence of acceptance by the Town of the whole or any part of the material furnished or work performed under the contract.

18. NOTICE OF WARNING

If the contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or refuse or fail to supply enough properly skilled workmen or proper materials or refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or fail to complete the work within said period or refuse or fail to regard laws, ordinances, codes, instruction of the Town Engineer, or his representative, then the Town shall forward by registered mail to the contractor, at the address given in the contract, a Notice of Warning, and in the event the contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Town shall have the right to terminate the contract.

19. WARNING SIGNS

Contractor shall provide and maintain proper luminous warning and detour signs where directed by the Town Engineer, or his representative and as directed by the Contract Documents.

Obstruction such as stored materials, equipment and excavations shall be marked with no less than two (2) lights which shall be no more than four (4) feet apart.

All lights shall be kept burning from one-half hour before sunset until one-half hour after sunrise.

20. ACCIDENT PREVENTION

During the performance of the work, the contractor shall exercise all reasonable precautions for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all other physical hazards shall be guarded 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 inconsistent with federal, state or municipal laws or regulations.

If any operation, practice or condition is deemed by the Town Engineer, or his representative, to be unsafe, he shall notify the contractor in writing to take corrective action. Where in the opinion of the Town Engineer, or his representative, any operation, practice or condition shall be promptly discontinued and before the affected part of the work is resumed, remedial action taken.

The Town reserves the right to remedy any neglect on the part of the contractor as regards the protection of the work which may come to its attention, after twenty-four (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 money due the contractor.

Nothing in the foregoing paragraphs shall be construed as relieving the contractor from full responsibility at all times for safe prosecution of the work.

21. DAMAGES

The contractor shall pay and make good all losses or damages arising out of any cause connected with the contract and shall indemnify and save harmless the Town from any and all claims and any and all liability or responsibility of every nature against the Town or any of its officers or agents, by reason of, or connected with the work or materials furnished under the contract and shall pay all costs and expenses of every kind, character, and nature whatsoever, occurring upon or arising out of the contract.

22. MAINTENANCE OF TRAFFIC

All work under this contract is to be completed within the time indicated in the Contract Agreement or as extended by the Town. If in the meantime it should become necessary, because of the lateness of the season, or any other reason to stop work, the contractor shall at his own expense, open proper drainage ditches, erect temporary structures where necessary, prepare the roads so there will be minimum interference with traffic, set up and maintain a competent organization as directed by the Town Engineer, or his representative, to keep the highways in first class condition for traffic, and take every precaution to prevent any damage or unreasonable deterioration of the work during the time it is closed.

23. PROTECTION OF LAND MARKERS, TREES, SHRUBS, AND PROPERTY:

Wherever in the conduct of the work, a monument making a point of public or private survey is encountered or brought to view by excavation, the fact shall at once be communicated to the Town Engineer, or his representative. In no case shall the contractor remove the same until the location for resetting shall have been made by the Town Engineer, or his representative. All monuments or land markings exposed to view when the work is first undertaken shall be carefully preserved and the greatest care exercised to prevent injury to or disturbance of position of the monument.

The unit price of all items shall include the cost of restoring to its former condition any sidewalks or curbs, as well as restoring any trees, shrubs or lawns that may be damaged during this construction. No additional payment will be made.

The contractor is required at his own expense to obtain any and all permits for use of private property if he uses such property for storage, transportation or accomplishment of the work under the contract. Private property shall be cleaned up neatly, any damage repaired and premises restored to their original condition.

24. PROTECTION OF UTILITIES

The contractor shall familiarize himself with the existence of structures of municipal and other public service corporations on or adjoining the site of the work, for the area within the scope of the contractors work. The contractor shall be responsible for calling for a mark out given reasonable opportunity to work in cooperation with the owners of these utilities in the work, reconstruction or alteration of these structures. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the contractor. Any additional cost of various items or work because of these utilities shall be included in the price bid for these items.

The Town Engineer, or his representative, shall direct the public utility corporations to shift or remove those utility structures that may be necessary to permit the contractor to carry out the work in accordance with the plans. The contractor shall not remove or cause to be removed, any structure or part of a structure owned by a public utility corporation without the approval of the Town Engineer, or his representative.

The contractor shall cooperate with the public utility corporation whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The contractor shall conduct his operations in such a way as not to delay or interfere as little as practicable with the work of the utility corporation.

GENERAL SPECIFICATIONS

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

MAP OF COUNTRY TRAILS

**SUBDIVISION ROADWAY IMPROVEMENTS
PROJECT**

PROJECT NO. 3522

GENERAL SPECIFICATIONS

GENERAL SPECIFICATIONS

1. SITE

The site of the proposed subdivision roadway improvements project is located in the Town of Riverhead, County of Suffolk, and State of New York, and more particularly shown on the accompanying Contract Drawings.

The project area encompasses areas with the filed subdivision Map of Country Trails including the road right-of-ways of Mill Road, Laura Lane and Kerry Court.

2. SCOPE

The work to be performed under this Contract shall include all labor, materials, equipment, services and incidentals necessary to complete the required roadway improvements as specified herein and as directed by the Town Engineer.

In general, the work shall include, but not be limited to, the following:

- a. Subbase and Base Asphalt Pavement Repairs and Reconstruction
- b. Block Curb Repairs and Reconstruction
- c. Drainage Structure Cleaning and Maintenance
- d. Recharge Basin Maintenance
- e. Top Course Asphalt Pavement Construction
- f. Shoulder Restoration
- g. Fencing

The Technical Specifications and work items specified for the project shall follow the Subdivision Road and Drainage Standards for the Town of Riverhead and the New York State Department of Transportation Standard Specifications of January 1, 2016, except as modified herein.

3. MOBILIZATION

The Contractor shall provide all labor, materials, equipment and services required to mobilize the necessary equipment and materials to each project site.

The materials and equipment required for the performance of the work may be stored and staged at the various sites only at locations and for periods as approved by the Engineer.

4. SITE VISITATION

Prior to submitting a bid, the contractor shall be responsible to personally visit each project site in order to familiarize themselves with the existing conditions and the proposed work.

GENERAL SPECIFICATIONS

5. MARK OUT OF UTILITIES

The work to be performed under this contract is located in areas where underground utilities exist. These utilities may include electrical power, telephone, cable television, water and gas. The contractor shall be responsible for obtaining and verifying the mark out of existing utilities from the appropriate authorities prior to the commencement of the work. The contractor shall be responsible for preserving the mark out and protecting such utilities from any damage during the performance of the work under this contract.

6. PUBLIC UTILITIES AND SERVICES

The Utility Companies shall be notified by the Contractor in accordance with Section 1918 of the Penal Law of the State of New York and Article 20, Section 322-a of the New York State General Business Law, entitled, "Construction or Blasting Near Pipes Conveying Combustible Gas", which states, "the person having direction or control of such works shall give such notice and further, he shall ascertain whether there is within one hundred feet in such street, highway or public place, any pipe conveying combustible gas."

This Contractor and all other excavators must comply with Industrial Code Part 53 whereby this contractor must obtain the list of each operator of underground facilities and provide advanced notice to each operator of his intent to perform excavation in the area specified under this Contract.

All conduits, sewers, storm drains, water mains, underground electric and telephone conductors or conduits, or gas mains encountered in the construction shall be properly and safety 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 if it is impossible to cross over, under or around the other utilities.

In case any damage shall result to any service pipe for water or gas, or any private or public sewer or conduit, the Contractor shall, without delay, and at his own expense, repair the 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.

GENERAL SPECIFICATIONS

7. LINES AND GRADE

All items of work shall be installed to the lines and grades specified or as directed by the Engineer.

The proposed road work and asphalt pavement improvements shall primarily follow the existing limits and elevations of the roadway.

The Contractor shall be responsible for all stakeout, layout, and elevations as is necessary to perform the intended construction.

An entity, individual or firm acceptable to the Engineer shall perform surveying. All instruments, equipment, stakes and any other material necessary to perform this work satisfactorily shall be provided by the Contractor and approved by the Engineer.

The Engineer or their representative shall have the right to stop all work at any time, if insufficient stakeout is being maintained.

All work shall be laid out from control points as supplied by the Engineer.

8. CLEAN UP

The Contractor shall at all times keep the areas of construction, including storage areas used by them, free from accumulation of waste material and rubbish, and prior to completion of work, remove any rubbish from and about the premises. Upon completion of the construction, the Contractor shall leave the work and premises in a clean, neat and workmanlike condition satisfactory to the Engineer.

9. PAYMENT

Payment made under this contract will be made on the basis of the actual work completed in accordance with the Contract Documents. Payment will be computed from the lump sum and unit prices bid. Payment will only be made for the items shown in the Proposal Form.

10. CONSTRUCTION NOTES

- a. The relocation of any proposed improvements to accommodate and avoid existing utilities shall only be done with the Engineer's approval and at no additional cost to the Town so long as the quantity and type of improvement remains the same.

GENERAL SPECIFICATIONS

- b. Excavation and installation of new drainage castings shall only be carried out after coordination with the Engineer to be sure that an inspection can be made the same day. No improvement, including the material type, shall be backfilled without prior approval or authorization from the Engineer.
- c. The Contractor shall be responsible for all safety provisions and maintenance of traffic during the course of the work. Any trench, pit or other excavation that is open and unattended shall be protected as directed by the Engineer with fences, barricades, or other approved method.
- d. Invert elevations may be adjusted by the Engineer in the field to meet field conditions to avoid conflict with utilities as ordered by the Engineer.
- e. This contract includes all site restoration and cleanup necessary to provide a complete finished job. The contractor shall remove all construction debris and restore any damaged areas adjacent to the work, including the replacement of private plantings and irrigation systems, if damaged.
- f. The Contractor is cautioned to avoid disturbing any existing fencing, hedges, walks, etc. that are adjacent to the construction site that are to remain. The cost of repairing or replacing any such disturbed areas, as ordered by the Town Engineer, will be at the Contractor's own expense.
- g. The Contractor's attention is directed to the existence of property line markers, pipes, monuments, stakes, etc., that fall on or near the existing property and/or road boundaries. These markers are to be retained. In the event these markers are removed, broken, or otherwise destroyed by the Contractor, they shall be replaced by the Contractor at their expense with markers of equal size and quality.
- h. It is the Contractors responsibility to verify all utility locations.
- i. The Contractor is cautioned not to disturb any trees within the construction limits without permission from the Engineer. In the event that the trees are endangered, the Contractor will take all precautions to protect them, as directed by the Engineer. Payments for any necessary work including supporting, painting, etc., are to be included in the various contract items.
- j. All signs within contract limits, which may require to be temporarily shifted to a nearby location as ordered by the Engineer, shall be installed back permanently at the original positions before completion of the work.

END OF SECTION

TECHNICAL SPECIFICATIONS

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

MAP OF COUNTRY TRAILS

**SUBDIVISION ROADWAY IMPROVEMENTS
PROJECT**

PROJECT NO. 3522

TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

ITEM 100 – General Requirements, Mobilization, Maintenance and Demobilization

1. DESCRIPTION:

Under this item, the Contractor shall mobilize, maintain and demobilize their forces for the project. The Contractor shall provide field survey stakeout, equipment and general provisions, including shop and storage areas, site meeting areas, sanitary facilities, health, safety and temporary controls, bonds and insurances, site clean up and all other general requirements. The contractor shall pay for all quality control testing, as required by the specifications.

The field survey stakeout and construction layout shall be performed by a qualified individual(s) and in a manner that is acceptable to the Engineer. The Engineer shall provide the contractor with field control and referenced points for laying out the work.

All work items shall be performed in full compliance with the specifications and to the satisfaction of and as directed by the Town Engineer.

The Maintenance and Protection of Traffic shall be paid for under Item 129.

2. METHOD OF MEASUREMENT / BASIS OF PAYMENT:

The lump sum price bid for Item 100 shall not exceed five percent (5%) of the total bid amount.

Payment for this item will be made in three (3) payments as follows:

- Forty percent (40%) of lump sum bid will be paid after full mobilization
- Forty percent (40%) of lump sum bid will be paid when the Asphalt Concrete –Binder Course (Item 402A) has been completed and accepted by the Engineer.
- Twenty percent (20%) of lump sum bid will be paid when the Contractor has vacated the job site, restored all areas disturbed by Contractor operations and construction to original or better conditions.

In the event the bid price for Item 100 exceeds five percent (5%) of the total bid amount, the bid price for Item 100 shall be reduced down to an amount that is five percent (5%) of the total bid amount.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 129 – MAINTENANCE AND PROTECTION OF TRAFFIC

1. DESCRIPTION:

Under this Item, the Contractor shall maintain traffic and protect the public from damage to person and property within the limits of the work area in a manner that meets the approval of the Town Engineer.

The Contractor is placed on notice that the maintenance and protection of traffic during construction is considered as important and necessary an item of work as is the actual construction itself. The Contractor at all times shall conduct his operations in a manner to insure the safety of pedestrians and motorists.

2. MATERIALS:

The Contractor shall furnish signs, barricades, barrels, cones, flashers, flagging, and other devices to be used to adequately alert motorists and pedestrians of any unusual or unsafe conditions and to safely and clearly guide them through or detour from the construction area. Materials to be used shall meet the requirements of the Manual of Uniform Traffic Control Devices and the approval of the Engineer.

3. CONSTRUCTION DETAILS:

The Contractor shall maintain and protect vehicular and pedestrian traffic. The Contractor shall furnish and erect devices as stated in the material section of this specification to insure the safety of the public. If, in the opinion of the Engineer, the Maintenance and Protection of Traffic operations developed by the Contractor are not sufficient to protect the public, the Engineer will order the Contractor to upgrade the maintenance and protection of traffic operation. No additional payment will be made for upgrading this operation.

The Contractor shall conduct his work in a manner that will not interfere with the public access to their residences during construction. The Contractor shall perform his work in such a manner and sequence as to maintain traffic on the existing roadways while maintaining access to adjacent private property.

4. METHOD OF MEASUREMENT:

Payment for Maintenance and Protection of Traffic will be made on a lump sum basis for work satisfactorily completed in accordance with the plans, specification, and/or as directed by the Engineer.

TECHNICAL SPECIFICATIONS

5. BASIS OF PAYMENT:

The lump sum price bid for this Item shall include all labor, materials, equipment and incidentals necessary to properly maintain and protect pedestrian and vehicular traffic in a manner that meets the approval of the Engineer. Progress payments will be made for this item in proportion to the total amount of contract work completed less any deduction for unsatisfactory maintenance and protection of traffic.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 150 – DRAINAGE STRUCTURE, ASPHALT PAVEMENT AND SHOULDER AREA PREPARATION CLEANING AND MAINTENANCE

1. DESCRIPTION:

Under this Item, the Contractor shall clean and prepare the existing drainage structures and piping, asphalt pavement and shoulder areas as specified herein and in a manner that meets the approval of the Town Engineer.

2. CONSTRUCTION DETAILS:

The Contractor shall clean and prepare the existing drainage structures and piping, asphalt pavement and shoulder areas as specified herein and in a manner that meets the approval of the Town Engineer.

A. Drainage Structures and Piping

The Contractor shall clean and prepare the existing drainage structures and piping including all catch basins and manholes that constitute and make up the drainage system. All debris and deleterious material including soils that exist within the drainage system shall be removed and disposed of off-site at an acceptable permitted facility.

B. Asphalt Roadway Pavement

Prior to applying the tack coat and installing the Top Course Asphalt Pavement, the Contractor shall clean, sweep and prepare the surface of the roadways. All organic matter and growth within the pavement area shall be removed, treated and disposed of off-site. The entire limits of the roadways shall then be mechanically swept to the extent that all soils, fines and deleterious materials are removed from the pavement surface. All matter removed from the roadways shall be disposed of off-site at an acceptable permitted facility.

C. Road Shoulder and Adjacent Areas

The Contractor shall stabilize and secure the shoulder and adjacent areas along the roadways. All utilities lines and conduits that exist on the surface shall be buried at a depth, which would conform to the utility company standard specifications. Broken utility boxes and covers shall be repaired and secured as required and directed by the Town Engineer. All work shall conform to the standards of the respective purveyor of each utility.

Any cost imposed by a utility company for performing the required work shall be borne by the Contractor.

TECHNICAL SPECIFICATIONS

3. METHOD OF MEASUREMENT:

Payment for the cleaning and maintenance of the drainage structures, preparing and cleaning of the asphalt pavement roadways and securing and stabilizing the roadway shoulder and adjacent areas will be made on a lump sum basis for work satisfactorily completed in accordance with the plans, specification, and/or as directed by the Engineer.

4. BASIS OF PAYMENT:

The lump sum price bid for this Item shall include all labor, materials, equipment and incidentals necessary to properly prepare, clean, stabilize and maintain the drainage system, asphalt pavement surface of the roadways and adjacent shoulder areas in a manner that meets the approval of the Engineer. Any cost imposed by a utility company for performing the required work shall be borne by the Contractor and included in the lump sum bid

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 201 – DEMOLITION AND REMOVAL OF ASPHALT PAVEMENT

1. DESCRIPTION:

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required for demolition, removals and disposal work shown, specified and required to complete the project. The work shall include all demolition and removal of bituminous pavement and miscellaneous items as shown on the Contract Drawings and as directed by the Engineer.
- B. Saw cutting and milling as may be required and associated with the demolition work shall be paid for under Item 205 and Item 490, respectively.
- C. Items field tagged to be returned to the Town or called out for re-use in this contract shall be carefully removed by the Contractor and stored at designated locations at the site.

2. SUBMITTALS:

- A. The Contractor shall submit for approval the proposed methods, equipment, and operations sequence including the coordination as may be required to provide for temporary access, and other applicable items to ensure no interruption of the operations and access to the adjacent residences.

3. SITE & PROJECT CONDITIONS:

- A. Protection:
 - 1. Closing or obstructing of the roadways by the placement or storage of materials will not be permitted, and all operations shall be conducted with a minimum interference to vehicular or pedestrian traffic.
 - 2. Contractor shall erect and maintain barriers, lights, and other required protective devices.
 - 3. Contractor shall repair damages caused by his operation to facilities to remain, or to any property belonging to others, utilities, or occupants of other facilities.

TECHNICAL SPECIFICATIONS

4. Road closures shall be permitted as approved by the Engineer.
5. The work shall comply with the applicable provisions of all governing codes and as hereinafter specified.
6. Contractor shall exercise precautions for fire protection. Burning or burying of debris shall not be permitted.

B. Scheduling:

1. Any equipment, piping and appurtenances removed without proper authorization, shall immediately be replaced to the satisfaction of the Engineer at no cost to the Town.

C. Notification:

1. At least 48 hours prior to commencement of a demolition or removal, Contractor shall notify the Engineer in writing of his proposed schedule therefor. The Town will inspect the existing equipment and review with the Contractor those items, which are to remain the property of the Town. No removals shall be started without the permission of the Engineer.

4. CONSTRUCTION DETAILS:

A. Disposition of Materials and Equipment:

1. All materials and construction and demolition debris removed from existing work shall become the property of the Contractor, except for those items, which the Town had identified and marked, to remain the property of the Town.
2. Contractor shall dispose of all demolition materials, debris, and all other items not to remain as property of the Town, off the site and in conformance with all existing applicable laws and regulations.
3. Off-site disposal for all demolished material and debris shall be at a solid waste disposal facility approved by the New York State Department of Environmental Conservation. All costs, permits and fees for proper disposal shall be obtained and borne by the Contractor.

TECHNICAL SPECIFICATIONS

5. METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

The lump sum price bid for this Item shall include all labor, equipment, materials, and incidentals necessary to satisfactorily complete the work in accordance with the plans, typical sections, specifications, and/or as directed by the Engineer.

The Contractor shall replace, at his own expense, all sections of work, which have been damaged or displaced, due to carelessness or neglect on the part of the Contractor.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 203 - UNCLASSIFIED EXCAVATION (Recharge Basin Area and Unsuitable Subgrade Soils for Pavement)

1. DESCRIPTION:

Under this Item, the Contractor shall remove and dispose of soils and subgrade soil material within the recharge basin area and pavement area as is necessary as shown on the plans and/or as directed by the Engineer.

Under this Item, the Contractor shall remove and dispose of the vegetation and soil material at the bottom and the side slopes up to four feet (4') from the bottom of the recharge basin area as ordered by the Engineer.

Under this Item, the Contractor shall also remove and dispose of subgrade soil material determined unsuitable for direct support of the pavement improvements as ordered by the Engineer.

Unsuitable material is defined as material which is not capable of supporting the expected traffic loads as determined by the Engineer.

All excess materials from the excavation work shall become the property of the Contractor and such material shall be legally disposed of as ordered by the Engineer at no additional cost to the Town.

2. REQUIREMENTS:

The requirements of the appropriate Sections for Item 203.02, Unclassified Excavation and Disposal, as listed in the Standard Specifications of the New York State Department of Transportation, shall apply. In addition to the requirements of the specification, during construction utilizing Item 417, the Contractor must remove the unsuitable subgrade material from below the depth of pulverized material. This can be accomplished by windrowing the pulverized material to the side, excavating the unsuitable subgrade material from below, replacing the material with suitable material, and spreading the windrowed pulverized material to grade back over the excavated area.

3. METHOD OF MEASUREMENT:

The quantity of excavation to be paid for under this Item will be the number of cubic yards of excess and/or unsuitable material measured in its original position excavated and disposed of as required by the plans or as ordered by the Engineer.

TECHNICAL SPECIFICATIONS

4. BASIS OF PAYMENT:

The unit price bid per cubic yard for this Item shall include the cost of furnishing all labor, materials and equipment necessary to complete the work, including hauling and disposal of the material and all movement, spreading and grading of all materials.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM NO. 205 – SAWCUT ROADWAY PAVEMENT

1. DESCRIPTION:

Under this Item, the Contractor shall saw cut existing asphalt or concrete pavement in preparation for its removal where and to the lines as shown on the plans and/or as directed by the Engineer.

2. MATERIALS:

The Engineer shall approve all equipment proposed for this work.

3. CONSTRUCTION DETAILS:

Saw cutting shall be along straight neat lines as indicated on the plans or where ordered by the Engineer. Saw cuts shall be made to the full depth of the existing pavement unless specified otherwise by the Engineer.

4. METHOD OF MEASUREMENT:

The quantity to be paid for under this item will be the number of linear feet of existing asphalt or concrete pavement actually cut in accordance with the Plans, Specifications, and/or as ordered by the Engineer.

No saw cutting will be measured for payment under this item, which the Contractor may choose to do for his own convenience.

5. BASIS OF PAYMENT:

The unit price bid for this item shall include the cost of all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the required work.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 300 - DENSE GRADED AGGREGATE BASE MATERIAL (RCA)

1. DESCRIPTION:

Under this Item, the Contractor shall furnish and place a dense graded aggregate base material to the depth, and in the places as is necessary and ordered by the Engineer.

2. MATERIALS:

The base course blend shall consist of a dense graded aggregate and/or a Recycled Concrete Aggregate (RCA) as approved by the Engineer. The material shall meet the following criteria:

- a. Gradation - The material shall be well-graded and meet the following gradation limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
1-1/2 inch	100
1 inch	90 - 100
1/2 inch	65 - 85
3/8 inch	55 - 75
# 4	40 - 55
# 8	30 - 45
# 30	11 - 27
# 200	1 - 10

In addition, when the material is used to change the gradation of an existing material, the above gradation limits shall be adjusted. The material supplied when combined with the existing material shall produce a produce capable of meeting the strength requirements as specified herein.

- b. Plasticity Index - The portion of the base blend that is finer than the #40 sieve shall have a Plasticity Index of zero (0), maximum, according to ASTM D424.
- c. Soundness - The coarse aggregate, when subjected to five (5) cycles of the magnesium soundness test, shall have a weighted loss of 20 percent, according to ASTM C88.
- d. Abrasion Loss - The maximum wear loss as determined by the Los Angeles Abrasion Test, ASTM C131, shall be 45%.

TECHNICAL SPECIFICATIONS

- e. CBR Value - The laboratory compacted California Bearing Ratio, as determined by ASTM D1883, shall not be less than 100% after 96 hours of soaking.
- f. Sampling - All samples shall be taken in accordance with applicable ASTM Standards. Final acceptance samples shall represent a lot of material of not more than 2000 cubic yards for gradation testing, nor more than 8000 cubic yards for all other testing.
- g. Testing - All testing shall be performed by a laboratory approved by the Engineer.

3. METHOD OF CONSTRUCTION:

- a. The subgrade surface shall be free of holes, depressions, bumps, waves, corrugations and loose material. Any unsuitable subgrade shall be removed and replaced. The cost of removal of any unsuitable material shall be paid for under Item 203.
- b. The materials shall be delivered to the job site in a well mixed unsegregated state. All deliveries shall be accompanied by printed tickets stating the cubic yards delivered.
- c. The material shall be spread on the prepared subgrade to a loose depth required to provide the specified compacted thickness of the base course. Individual layers shall not be less than three (3) inches or more than six (6) inches after compaction. When the base course is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter.
- d. The base course shall be compacted to a minimum density of not less than 95% of the maximum density of the material as determined by "The Method of Test for Moisture Density Relationship of Soil, Using a 10 lb. Rammer and 18 in. Drop," ASTM D1557.
- e. The compaction equipment used shall be a vibratory soil compactor. Standard asphalt rollers will not be permitted that will not cause segregation and provide a surface that is smooth and within the tolerances of this specification. The material should be damp or moist but not wet during the compaction operation to promote densification. Compaction between curbs shall be performed by beginning at the curb line and compacting inward toward the center.
- f. Segregation occurring during the construction of the base before the next course is placed, shall be corrected by remixing or by removing

TECHNICAL SPECIFICATIONS

the segregated area and replacing it with non-segregated material. If the subgrade material becomes churned up or mixed with the base course for any reason whatsoever, before the next course is placed, the base course shall be removed, the subgrade graded and compacted and clean base course placed in accordance with this specification. The Contractor shall receive no additional compensation for this correction.

- g. After compaction, the top surface shall not extend above the theoretical elevation for this course and after testing with a straight edge or parabolic template ten (10) feet in length, any depression over 1/4 of an inch below the theoretical grade line shall be satisfactorily eliminated.

4. METHOD FOR MEASUREMENT:

The quantity of dense graded aggregate base material to be paid for under this Item will be the number of cubic yards compacted and measured in place as ordered by the Engineer.

5. BASIS OF PAYMENT:

The unit price bid per cubic yard for this Item shall include the cost of furnishing the material and all preparation, spreading, compaction, mixing, mechanical blending, hauling, labor, equipment tools and incidentals necessary to complete the work.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 402A – ASPHALT CONCRETE – TYPE 3 BINDER COURSE

1. DESCRIPTION:

All requirements of the New York State Department of Transportation Standard Specifications of January 1, 2016, as amended for Item 403.13 Asphalt Concrete Type 3 Binder Course shall apply except as herein modified.

2. CONSTRUCTION DETAILS

The asphalt concrete binder course material shall be laid down in one (1) lift in a manner that would result in a compacted thickness of two and one-half (2-1/2) inches unless otherwise directed by the Town Engineer.

3. METHOD OF MEASUREMENT AND BASIS OF PAYMENT

The quantity to be paid for under this Item shall be the number of tons of compacted material placed in accordance with the plans and specifications and shall include the cost for all labor, materials and equipment necessary to satisfactorily complete the work.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 402B – ASPHALT CONCRETE – TYPE 6F TOP COURSE

1. DESCRIPTION:

All requirements of the New York State Department of Transportation Standard Specifications of January 1, 2016, as amended for Item 403.16 Asphalt Concrete Type 6F Top Course shall apply except as herein modified.

2. CONSTRUCTION DETAILS:

The asphalt concrete top course material shall be laid down in one (1) lift in a manner that would result in a compacted thickness of two (2) inches unless otherwise directed by the Engineer.

The Contractor shall apply emulsified asphalt tack coat as directed by the Town Engineer. The tack coat shall comply with Item 407.01 of the New York State Department of Transportation Standard Specifications of January 1, 2016, as amended.

The Contractor shall adjust the existing utility valve boxes including water valves, gas valves and alike that are located within the pavement areas as is necessary to accommodate the proposed Top Course Asphalt Pavement.

3. METHOD OF MEASUREMENT AND BASIS OF PAYMENT:

The quantity to be paid for under this Item shall be the number of tons of compacted material placed in accordance with the plans and specifications and shall include the cost of emulsified asphalt tack coat, adjusting utility valve boxes, all labor, materials and equipment necessary to satisfactorily complete the work.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 490 - MILLING OF ASPHALTIC CONCRETE PAVEMENT

1. DESCRIPTION:

The work under this Item shall consist of removing and salvaging existing bituminous pavement by milling. The work shall be done in accordance with these specifications and in close conformity to the lines, grades, and cross slopes as shown on the plans or as directed by the Engineer.

The removal and disposal of the milled pavement material beyond the limits of the project shall also be included under this Item. All excess materials from the contract are the property of the Contractor and such material shall be legally disposed of as ordered by the Town Engineer at no additional cost to the Town.

2. EQUIPMENT:

The milling machine shall be self-propelled and shall be capable of milling without tearing or gouging the underlying surface. The machine shall consist of a cutting drum with carbide or diamond tipped teeth. The teeth shall be spaced on the drum so that the equipment is capable of producing an acceptable surface finish. The drum shall be shrouded to prevent discharge of any loosened material into adjacent work areas or traffic lanes.

The automatic controls shall provide for accurately establishing profile grades at each edge of the machine by referencing from the existing pavement or an independent grade reference, where required, or be capable of automatically maintaining a designated cross slope from a single reference.

The machine shall be equipped with a system to effectively control dust generated by the cutting operation.

Adequate loading and sweeping equipment shall be provided to remove all cuttings from the surface on a daily basis.

Asphalt concrete that cannot be removed by the milling machine, because of physical restraints (i.e., at valves), shall be removed by the Contractor using other methods as approved by the Town Engineer.

3. CONSTRUCTION DETAILS:

Milling – The existing pavement shall be broom cleaned of all dirt, dust and other foreign or deleterious materials, prior to milling. The pavement surface shall be removed by cold planning to the depth, width, grade and cross slope as shown on plans or as directed by the Town Engineer. The milling operation shall be performed in a manner to preclude damage to the remaining pavement. The resulting finished pavement should be reasonably uniform planed surface free of excessively large

TECHNICAL SPECIFICATIONS

scarification marks. Transverse faces existing at the end of the work period shall be tapered, in a manner approved by the Engineer, in order to avoid a hazard for traffic. Windrowing or storing of the salvaged bituminous material on the roadway will only be permitted in conjunction with a continuous pick up and removal operation. All loose material shall be removed from the pavement by the end of each working day. During non-working hours, the roadway shall be cleared of all materials. Any valve boxes, manhole covers, frames and grates or any appurtenances that are damaged or misaligned by the Contractor during the milling operation shall be replaced or adjusted at no additional cost to the Town. Cleanup around valves, castings, grates, etc., and the face of curbs shall be performed prior to the completion of the milling operation.

4. METHOD OF MEASUREMENT:

The quantity to be paid for under this Item shall be the number of square yards of surface area of pavement milled on the lines, grades and cross slopes as shown on the plans or as directed by the Town Engineer.

5. BASIS OF PAYMENT:

The unit price bid per square yard for this Item shall include the cost of furnishing all labor, materials, tools and equipment including removing, loading and hauling the milled material and all other incidentals necessary to satisfactorily complete the work as required.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM NO. 600 – COBBLESTONE CURB REPAIRS AND RECONSTRUCTION

1. DESCRIPTION:

Under this Item, the Contractor remove and repair and reconstruct the existing cobblestone curb and cobblestone drop curb along driveway aprons as shown on the plans and/or as directed by the Engineer.

2. MATERIALS:

The materials including the block and mortar shall conform to the Town of Riverhead Subdivision Road and Drainage Standard Specifications and as directed by the Engineer.

3. CONSTRUCTION DETAILS:

The cobblestone curb repairs/reconstruction shall be performed in manner as shown on the plans, details and as directed by the Engineer. The curb shall be set and constructed in a uniform straight line and to the grades that would be consistent with the existing curb and pavement conditions as indicated on the plans or where ordered by the Engineer.

The Contractor shall reuse the existing block as approved by the Engineer. When additional block material is necessary the contractor shall be responsible to furnish additional Jumbo size cobblestone block that is consistent in size and color with the existing blocking material.

4. METHOD OF MEASUREMENT:

The quantity to be paid for under this item will be the number of linear feet of cobblestone curb removed and reconstructed in accordance with the Plans, Specifications, and/or as ordered by the Engineer.

No saw cutting will be measured for payment under this item, which the Contractor may choose to do for his own convenience.

5. BASIS OF PAYMENT:

The unit price bid for this item shall include the cost of all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the required work.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM NO. 607 – SPLIT RAIL FENCE (TWO RAILS)

1. DESCRIPTION:

Under this Item, the Contractor shall furnish and install split rail fencing, including posts, rails and component parts as shown on the plans and/or as directed by the Engineer.

2. MATERIALS:

The materials for the split rail fencing shall be as follows:

- A. Posts – locust timbers
- B. Railing – mixed hardwood

Both posts and rails shall be split, not rounded.

3. CONSTRUCTION DETAILS:

The split rail fencing shall be constructed in manner as shown on the plans, details and as directed by the Engineer.

All posts shall be set vertically and to the required grade and alignment.

Fence shall be generally follow the contour of the ground. Grading shall be performed where necessary to provide a neat appearance.

Posts shall be spaced as shown on the plans or as directed by the Engineer.

4. METHOD OF MEASUREMENT:

The quantity to be paid for under this item will be the number of linear feet of split rail fence measured along the top of the fence in accordance with the Plans, Specifications, and/or as ordered by the Engineer.

5. BASIS OF PAYMENT:

The unit price bid for this item shall include the cost of all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the required work.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 611 - GRADING, FURNISH AND SPREAD TOPSOIL AND SEED

1. DESCRIPTION:

The work under this Item shall consist of grading, furnishing and spreading topsoil and seed within the limits and to the line and grade as shown on the plans, or as directed by the Town Engineer.

2. MATERIALS:

The materials used shall conform to the following sections or items of the New York State Department of Transportation Standard Specifications, as amended:

Topsoil	Section 713-01
Limestone	Section 713-02
Fertilizer	Section 713-03
Seeds	Section 713-04
Select Granular Subgrade	Section 203-2

3. CONSTRUCTION DETAILS:

The season for placing seed shall be from March 15th to May 15th and from August 15th to October 15th unless otherwise directed by the Town Engineer.

The surfaces of the areas to be covered with topsoil and seed shall be first graded to 3 inches below finished elevations by cutting and/or filling as required or as directed by the Town Engineer. All undesirable material (including existing grass) and excess fill material within the area to receive topsoil and seed shall be removed and disposed of as ordered by the Town Engineer.

Topsoil shall then be placed and spread over the area to sufficient depth to provide a minimum of 3 inches in the completed work after natural settlement and rolling. After spreading the topsoil, all clods, lumps, stones larger than 1/2", roots or other foreign matter shall be raked up, removed and disposed of from the site.

If the existing material is deemed by the Town Engineer to be suitable topsoil, then additional topsoil will not be required. The existing material shall be raked, graded and free of all clods, lumps, stones larger than 1/2", roots or other foreign matter.

Ground limestone shall be applied and incorporated into the topsoil at a rate of 40 pounds per 1000 square feet. Fertilizer shall be commercial type 3 (10-

TECHNICAL SPECIFICATIONS

6-4) and shall be evenly spread over the prepared area at the rate of 40 pounds per 1000 square feet, or at the rate recommended by the manufacturer, and thoroughly raked in to incorporate it with the soil. The grass seed shall be mixed as follows: Yorktown "2" Rye 20%, Kentucky Bluegrass 30%, "Rebel" Tall Fescue 50%. The mix shall then be uniformly sown at the rate of four (4) pounds per 1000 square feet. Other mixes may be used for certain areas with the approval of the Town Engineer.

After sowing the seed, the area shall be lightly raked and rolled to firm the seed bed. The roller shall weigh not less than 4-1/2 pounds and not more than 5-1/2 pounds per linear inch of roller. The area seeded shall, when rolled, be at proper grade and shall be smooth and even.

Should the completed surface become gullied, eroded, settled, or otherwise damaged, the affected areas shall be repaired and reseeded as required.

The Contractor shall be responsible for proper protection and maintenance of the seeded areas until a satisfactory stand of grass, acceptable to the Town Engineer, has been established. During dry weather, the Contractor shall water the seeded area frequently enough to insure germination. Where seed fails to germinate, the Contractor shall prepare and reseed these bare or sparse areas at his expense until a uniform stand of grass is established and acceptable to the Town Engineer.

4. METHOD OF MEASUREMENT:

The quantity to be paid for under this Item shall be the number of square yards of area on which a satisfactory stand of grass has been established. If, in the opinion of the Town Engineer, the existing material is suitable topsoil and only topsoil preparation and seeding is required, the affected area will be measured and reduced by 50% for payment purposes. The Town Engineer shall be the sole judge of the acceptability of the existing material and the Town Engineer's decision shall be final.

5. BASIS OF PAYMENT:

The unit price bid per square yard for these items shall include the cost of re-handling of suitable excavated material used as fill in seeding areas, additional suitable fill material (if necessary), furnishing and spreading of topsoil where required, disposal of excess material offsite and all labor, materials, tools, equipment and incidentals necessary to complete the work.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 620 – RIP RAP (RECHARGE BASIN OUT FALL AREA)

1. DESCRIPTION:

Under this Item, the Contractor shall furnish and install rip rap stone filling over a geotextile fabric at the out fall pipe and headwall of the recharge basin as shown on the plans and/or as directed by the Engineer.

2. MATERIALS:

All the requirements of the New York State Department of Transportation Standard Specifications, as amended for Item 620.02, Stone Filling (Fine), shall apply except and modified herein and directed by the Engineer.

The Geotextile Fabric used for the base protection and support shall meet the requirements of Item 207.04, Geotextile Slope Protection.”

3. CONSTRUCTION DETAILS:

The Contractor shall prepare the area for the rip rap as shown on the plans and as directed by the Engineer. The preparation work associated with installing the geotextile fabric and rip rap stone filling shall be performed and paid for under Item 150.

The placement of the Geotextile Fabric shall be performed in accordance with Section 207-3.02, Bedding and Slope Protection.

The placement and installation of the rip rap stone filling shall be performed in accordance with the requirements of Section 620.

4. METHOD OF MEASUREMENT:

The quantity to be paid for under this item will be the number of tons of rip rap stone filling furnished and installed in accordance with the Plans, Specifications, and/or as directed by the Engineer.

5. BASIS OF PAYMENT:

The unit price bid per ton shall include the cost of furnishing all materials, labor and equipment necessary to satisfactorily complete the work including all required grading, furnishing and placing the geotextile fabric, furnishing and placing the rip rap stone filling.

END OF SECTION

TECHNICAL SPECIFICATIONS

ITEM 630 – ADJUST EXISTING RECTANGULAR CURB INLET TYPE FRAME AND GRATES

1. DESCRIPTION:

Under this item, the Contractor shall adjust rectangular curb inlet frame and grates as required and to the locations shown on the plans and/or as directed by the Engineer.

2. MATERIALS AND CONSTRUCTION DETAILS:

The Contractor shall provide all the necessary materials, labor, equipment, and services required to adjust vertically and/or horizontally rectangular curb inlet frame and grates including brick and mortar.

The work shall be performed in a manner that conforms to the Town of Riverhead Subdivision Road and Drainage Standard Details. and Specifications and as directed by the Engineer.

3. METHOD OF MEASUREMENT:

The quantity to be paid for under this Item shall be the number of frame and grates adjusted as shown on the plans and directed by the Engineer.

4. BASIS OF PAYMENT:

The unit price each shall include the cost of furnishing all labor, equipment and material as is required to satisfactorily complete the work.

END OF SECTION

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

MAP OF COUNTRY TRAILS

**SUBDIVISION ROADWAY IMPROVEMENTS
PROJECT**

PROJECT NO. 3522

FORM OF CONTRACT

FORM OF CONTRACT

TOWN OF RIVERHEAD – MAP OF COUNTRY TRAILS
SUBDIVISION ROADWAY IMPROVEMENTS PROJECT
PROJECT NO. 3522

CONTRACT DATED _____, 2021 BY AND BETWEEN THE
TOWN OF RIVERHEAD (HEREIN CALLED THE “OWNER” AND

(HEREIN CALLED THE “CONTRACTOR”)

WITNESSED, the Town and the Contractor, in consideration of the premises and of the mutual covenants, considerations and agreements contained, agree as follows:

The Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, 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 Table of Contents, title, heading, headlines and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term “Contract Documents” is used, it shall mean and include the Notice to Bidders, Instruction to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings, and any Addenda. In case of any conflict or inconsistency between the provisions of the conditions of this contract shall govern.

IN WITNESS THEREOF, the parties hereunto set their hands, seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

NOTE: Quantities of any or all items may be increased, decreased or eliminated in their entirety at the option of the Town prior to or after award of the contract.

Total Bid

(written in words) Dollars _____
(figures)

ATTEST:

TOWN OF RIVERHEAD

SUPERVISOR

CONTRACTOR

TITLE

FORM OF CONTRACT

STATE OF NEW YORK

)

) ss:

COUNTY OF SUFFOLK)

On this _____ day of _____, 2021 before me personally
appeared

_____.
(Town Supervisor)

The duly elected and qualified Supervisor of the Town of Riverhead, the corporation described in and which executed the foregoing instrument, to me known and known to me to be such Supervisor of the Town of Riverhead; and he being by me duly sworn did depose and say; that he is the Supervisor of the Town of Riverhead; that he resided at

_____, Suffolk County, New York; that he knows the corporation seal of said Town of Riverhead; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Supervisor for the purpose herein mentioned.

Notary Public

FORM OF CONTRACT

Acknowledgement by Contractor if a PARTNERSHIP

[illegible]

On this _____ day of _____ 2021, before me personally appeared _____ to me known to by the person described in and who executed the foregoing instrument and who acknowledged to me that he executed the same.

Notary Public

Acknowledgement by Contractor if a PARTNERSHIP

[illegible]

On this _____ day of _____, 2021 before me personally came _____ to be known and known to be to a member of _____ the firm described in and which executed the foregoing instrument and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

Notary Public

FORM OF CONTRACT

Acknowledgement by Contract if a CORPORATION

[illegible]

On this _____ day of _____, 2021 before me personally came _____ to me known, who being by me duly sworn, did depose and say that he resides at _____ of _____ in the state of _____ that he is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order.

Notary Public

Please complete and affix to your sealed bid envelope.



BIDDER: _____

ADDRESS: _____

**BID NAME: MAP OF COUNTRY TRAILS SUBDIVISION
ROADWAY IMPROVEMENTS PROJECT**

BID OPENING DATE: JUNE 29, 2021

TIME: 11:00AM

BIDS MUST BE DELIVERED TO:

**TOWN OF RIVERHEAD
TOWN CLERKS OFFICE
200 HOWELL AVENUE
RIVERHEAD, NY 11901**

PRIOR TO 11AM ON JUNE 29, 2021

LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON