



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

### **Demolition of 117 and 121 East Main Street Riverhead, New York**

**September 2021**



Town of Riverhead  
Engineering Department  
1295 Pulaski Street  
Riverhead, NY 11901  
(631) 727-3200 Ext. 201

# **Town of Riverhead**

## **DEMOLITION OF 117 AND 121 EAST MAIN STREET**

**TOWN OF RIVERHEAD  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901  
SUFFOLK COUNTY**

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**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

**TAKE NOTICE**, that sealed proposals for the Demolition of 117 and 121 East Main Street, Riverhead, NY will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Avenue, Riverhead, New York until 11:00 a.m. on September 23, 2021 when they will be publicly opened and read aloud.

Plans and specifications may be examined on or about September 2, 2021 by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests. Note, this Notice to Bidders and plans and specifications will be noticed in the NYS Contract Reporter (NYSCR.ny.gov).

The scope of this project involves demolition, debris removal and site restoration for two buildings located at 117 and 121 East Main Street, Riverhead, NY. Note the described bid is for demolitions for both 117 and 121 East Main Street, Riverhead; demolition of 117 East Main Street, only and demolition of 121 East Main Street, only. Each proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "Demolition of 117 and 121 East Main Street" and must be accompanied by a bid surety as stated in the Instruction to Bidders.

The Town is scheduling a Mandatory Pre-Bid Meeting and Inspection for September 10, 2021 at 10:00 am. The Mandatory Pre-Bid Meeting will be held at Town Hall Auditorium, 200 Howell Avenue, Riverhead, NY followed by inspection at the site of 117 and 121 East Main Street, Riverhead, NY. Note, the failure to attend the Mandatory Pre-Bid Meeting and Inspection will result in disqualification of the bidder. (See Bid Specifications "Instructions to Bidders").

Please take further notice, that the Town Board reserves the right to reject in whole or in part any or all bids, 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 to make judgmental determination as to its best estimate of the lowest bidder. Note: Bid responses must be delivered to the Office of the Town Clerk at the address above. 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.

**BY ORDER OF THE RIVERHEAD TOWN BOARD  
DIANE M. WILHELM, TOWN CLERK  
Riverhead, NY 11901**

Dated: August 26, 2021

## **INSTRUCTIONS TO BIDDERS**

- 1. Receipt and Opening of Bids.**
- 2. Form, Preparation and Presentation of Proposal.**
- 3. Bid Security.**
- 4. Qualifications of Bidders.**
- 5. Rejection of Bids.**
- 6. Withdrawal of Bid.**
- 7. Bidder's Responsibility.**
- 8. Construction Terms and Conditions.**
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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 Demolition of 117 and/or 121 East Main Street. Sealed bids for each of three demolition options to include, demolition of **BOTH** 117 and 121 East Main Street, demolition of **ONLY** 117 East Main Street and demolition of **ONLY** 121 East Main Street. Sealed bids must contain three individual bid prices for each of these options. The Town reserves the right to award any one or more of these options within a period of 180 days. Seal bids will be received by the Office of the Town Clerk, Riverhead Town Hall, 200 Howell Ave., NY 11901 until 11:00 AM on September 23, 2021 at which time they will be publicly opened and read aloud.

#### **A) MANDATORY RE-BID MEETING**

Bidders are advised that there will be a Mandatory Pre-Bid Meeting and Site Inspection September 10, 2021 at 10:00 am. The Mandatory Pre-Bid Meeting will be held at Town Hall Auditorium, 200 Howell Avenue, Riverhead, NY followed by inspection of the buildings and site located at 117 and 121 East Main Street, Riverhead, NY. Bidders are asked to park in the rear of the buildings in the Peconic River Parking Lot. Note, the failure to attend the Mandatory Pre-Bid Meeting and Site Inspection will result in disqualification of the bidder. All bidders must sign in and execute a Waiver & Hold Harmless at Town Hall.

### **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 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 proposal 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 five (5) days after the date of notice of 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 ensure 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 five (5) days after the opening of bids. **Bidders must be able to document a minimum of seven (7) demolition projects involving large (over 10,000 sq. ft.) masonry structures in urban areas.**

(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.

**5. 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 one hundred eighty (180) 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 one hundred and eighty (180) 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 subject buildings to be demolished along with plans and specifications and exercise their own judgement 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) **BIDDERS ARE ADVISED THAT THERE WILL BE A MANDATORY PREBID MEETING TO BE HELD AT THE TIME AND LOCATION INCLUDED IN SECTION 1(A) ABOVE. BIDDERS MUST BE REPRESENTED AT THIS MEETING AND SITE INSPECTION TO QUALIFY TO SUBMIT A BID TO ASSURE THE BIDDER IS TOTALLY FAMILIAR WITH THE SCOPE AND CONDITIONS OF WORK IN THIS CONTRACT.**

(D) 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.

(E) 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 advised 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 will be strictly enforced.

The term Town Engineer shall include his duly authorized representative.

**9. SECURITY FOR FAITHFUL PERFORMANCE**

The successful bidder will be required to execute a Performance Bond in the amount of 100% of the price bid at the signing of this contract. The cost of associated bonding, shall be included in

the cost of the unit and extended price items. At the point where the Town Engineer determines that the construction is substantially complete, a letter will be issued to the Contractor declaring substantial completion.

## **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**

All persons submitting bids represent and warrant that they have reviewed, are aware, and agree to be bound by is specifically called to the provisions of Section 25, including Subdivision 5, Section 25A and 25B of the New York State Lien Law, as amended, which mandates that every assignment of moneys, or any part thereof, due or to become due under a contract for a public improvement shall contain a covenant by the assignor that he will receive any moneys advanced thereunder by the assignee and will hold the right to receive such moneys as a trust fund to be first applied to the payment of trust claims as defined in section seventy-one of the lien law, and that he will apply the same to such payments only, before using any part of the moneys for any other purpose.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 days after receipt from the Town Engineer 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. **Special notice to bidders: This project has a mandatory Minority and/or Woman Owned Business (MWB) requirement with a goal of 30%. The successful bidder will be required to document the use of 30% (of bid amount) of MWB labor, subcontractors or suppliers on this contract. See paragraph 27 of this section for further MWB information.**

## **13. PROTECTION OF UNDERGROUND FACILITIES**

Attention is called to New York State General Business Law Article 36, section 764; New York State Public Service Law section 119-b and New York State Code Rule 753, also known as Dig

Safely New York. The successful bidder acknowledges, agrees and warrants that bidder has read, is familiar with and agrees to comply with the provisions addressed in the afore-mentioned legal sections. Section 1918 of the Penal Law as follows:

**Subpart 753-3 DUTIES OF EXCAVATORS**

**753-3.1 Timing of notice for excavation or demolition.**

1. Before commencing or engaging in any non-emergency excavation or demolition, each excavator shall provide notice of the location and date of the planned excavation or demolition to the one-call notification system serving the vicinity in which the excavation or demolition is to take place.

2. Such notice shall be served at least two (2) but not more than ten (10) working days, not including the date of the call, before the commencement date of the excavation or demolition.

**PLEASE NOTE: ADDITIONAL NOTIFICATION REQUIREMENTS ARE CONTAINED HEREIN AS ADDRESSED IN ATTACHMENT A.** By accepting this bid award you, as the successful bidder, agree to comply in all respects with the applicable legal sections addressed above and the provisions contained in Attachment A.

**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 of 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 Drew Dillingham, P.E., Town Engineer, Town of Riverhead, 1295 Pulaski Street, Riverhead, NY 11901, and to be given any consideration, must be received at least five (5) days prior to the date fixed for the opening of bids. 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, regarding political subdivisions, such as the Town of Riverhead, as described in subdivision (a) paragraph (L) of Section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in Tax Law Section 1115 (a) (15) and (16).

- (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 1116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; 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 1116, as the terms real property, property or land are defined in the real property tax law are also exempt from payment of sales and use taxes; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property.

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**

This bid and bid specifications are part of a competitive procurement process, which is intended to serve the best interests of the Town of Riverhead. The Town will award to the vendor(s)/bidder(s) whose proposal is determined to be the lowest responsible bidder. This bid is being broken down into three prices. One for the demolition of both buildings, one for the demolition of only 117 East Main Street and a third price for the demolition of only 121 East Main Street. The Town of Riverhead reserves the right to award any one of these items as it deems in the best interest of the Town and the Towns needs. Bid prices must be good for 180 days in the event the Town chooses to demolish one building now and one in the Spring of 2022.

## **19. TIME FOR COMMENCEMENT OF WORK**

The bidder, when submitting his bid, must be prepared to commence work not later than five (5) business days after receiving a notice to proceed from the Town of Riverhead.

Work shall commence as stipulated in the construction schedule provided by the successful bidder subject to approval by the Town Engineer and/or other Town personnel and shall meet the stipulations of this contract. The entire work must be satisfactorily completed and the project improvements available for use within the completion time stipulated. For additional information see Conditions of Contract, Section 3, Time of Completion.

## **20. PAYMENTS**

Upon award of contract the successful bidder shall submit a schedule of values indicating milestones in work progress and assigned values for each milestone or task for review and approval of the Town Engineer or his duly authorized representative. Once agreed upon by the contractor and the Town, this schedule of values will become the basis of payment for periodic payments of work completed to date minus retention. Upon completion of each payment milestone or task, the contractor shall submit a payment request to include the schedule of values indicating work completed during this period, work completed to date, an invoice on company letterhead in the amount being requested, Certified Payroll Records, Wage Disclaimer and the No Lien Affidavit attesting to the payment of employees. Upon notification of 100% completion of all work, the Town Engineer shall make a final inspection of the site and develop a punch list any items or issues that need to be addressed by the contractor. Upon completion of any and all punch list items and upon sign off of final acceptance by the Town Engineer, final payment including any retention held will be paid to the contractor.

## **21. 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.

## **22. NYS PREVAILING WAGE RATES**

New York State Prevailing Wage Rates must be used in this contract. Prevailing Wage Rates for this project can be found in Appendix "A". The contractor shall use the Certified Payroll Form and Payroll Certification Form contained in the Appendix "A" herein.

## **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 5 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. TERM OF CONTRACT**

The term of the individual contract award shall be 60 days from the issuance of a Town Purchase Order and Notice to Proceed.

**25. 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.

New York State Prevailing Wage rates must be used in this contract. Prevailing Wage Rates can be found in Appendix "A" below. The contractor shall use the Certified Payroll Form and Payroll Certification Form contained in the Appendix "A" herein.

## **Demolition of 117 and 121 East Main Street**

### **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, 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: \_\_\_\_\_

## **Demolition of 117 and 121 East Main Street**

### **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: \_\_\_\_\_

## **Instructions for Submission of Statements of Work Performed Personally**

- 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.**

## **Demolition of 117 and 121 East Main Street**

**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

\_\_\_\_\_  
**Title** \_\_\_\_\_ of \_\_\_\_\_  
**Name of Firm Submitting Statement**

\_\_\_\_\_  
**Prime Contractor or Subcontractor** \_\_\_\_\_ for \_\_\_\_\_  
**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: \_\_\_\_\_

\_\_\_\_\_  
**Beginning Date** \_\_\_\_\_ to \_\_\_\_\_  
**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 & WAGE DISCLAIMER**

State of New York Department of Labor

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.

NOTE: Bidders are advised that this is not a contract authorizing any work. It is the option of the Town to authorize work at any time of the year. Any Town department or agency can use this contract.

## Demolition of 117 and 121 East Main Street

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: \_\_\_\_\_

for \_\_\_\_\_ Contractor Name

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.

Dated: \_\_\_\_\_

Notary Public

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.

## **Demolition of 117 and 121 East Main Street**

### **TOWN OF RIVERHEAD WAGE DISCLAIMER**

Note: 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

---

Date

## **27. MINORITY AND WOMEN OWNED BUSINESSES (MWBE)**

This project is funded through NYS grants which are committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts.

**The MWBE goals for this project shall be 30%.** The successful bidder will be required to furnish an EEO policy statement, staffing plan, and reports showing the participation of various business enterprises of subcontractors and suppliers on this contract to reach the 30% requirement. Program requirements and details are set forth herein in **Appendix “B”** of this section.

**NOTICE TO BIDDERS:** Bidders are hereby advised that funding of this project requires the use of minority and/or women personnel, suppliers, subcontractors etc. to reach the required goal of 30% of project cost going toward MWBE business enterprises, subcontractors and/or suppliers. Necessary forms must be submitted to document meeting this goal.

**PROPOSAL FORM**

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

**PROPOSAL  
FOR**

**DEMOLITION OF 117 AND 121 EAST MAIN STREET**

**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 at the following unit and/or lump sum prices:

## **DEMOLITION OF 117 AND 121 EAST MAIN STREET RIVERHEAD**

### **BID PRICING SHEET**

Bidders Name \_\_\_\_\_

NOTICE TO BIDDERS: The Town of Riverhead may choose to award for the demolition of both buildings under this contract or may opt to only demolish one of the buildings. As such this bid is being broken down into three prices. One for the demolition of both buildings, one for the demolition of only 117 East Main Street and a third price for the demolition of only 121 East Main Street. The Town of Riverhead reserves the right to award any one of these items.

#### **Award 1**

Total price for complete demolition and site restoration in accordance with plans, specifications and other requirements contained herein for **BOTH** 117 and 121 East Main Street, Riverhead, NY (two buildings).

Price: \$ \_\_\_\_\_

Written in words: \_\_\_\_\_

#### **Award 2**

Total price for complete demolition and site restoration in accordance with plans, specifications and other requirements contained herein for **ONLY** 117 East Main Street, Riverhead, NY (one building).

Price: \$ \_\_\_\_\_

Written in words: \_\_\_\_\_

#### **Award 3**

Total price for complete demolition and site restoration in accordance with plans, specifications and other requirements contained herein for **ONLY** 121 East Main Street, Riverhead, NY (one buildings).

Price: \$ \_\_\_\_\_

Written in words: \_\_\_\_\_

## **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 interested in the Proposal or principals 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 Proposal Form.

Upon acceptance of this bid, the undersigned binds himself or themselves to enter into a written contract with the Town not later than fourteen (14) 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 complete all the work required under this contract within the time frame as indicated in section 28 above.

## **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.

Resolved that \_\_\_\_\_ be authorized  
(Name of Corporation)  
to sign and submit the bid or proposal of this corporation for the following project:

---

(Describe Project)

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 \_\_\_\_\_,  
20 \_\_\_\_.

(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.

**PROPOSAL FORM**

**FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL**

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

\_\_\_\_\_, 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.

\_\_\_\_\_  
(Signature of person who signed bid)

Subscribed and sworn to before me this  
\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Notary Public)

## **FORM OF AFFIDAVIT WHERE BIDDER IS A FIRM**

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

(Signature of person who signed bid)

Subscribed and sworn to before me:

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

---

(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 \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(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 \_\_\_\_\_, 20 \_\_\_\_\_.  
\_\_\_\_\_  
(Notary Public)

\*Cross out phrase not appropriate.

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

## **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 AIA Document A311

The Form of Performance Bond and Payment Bond shall be AIA Document A 312

## **CONDITIONS OF CONTRACT**

### **INDEX**

1. Contract Documents and Definitions.
2. Scope of Services.
3. Compensation to be Paid to the Contractor.
4. Time of Essence.
5. Time of Completion.
6. Liquidated Damages.
7. Termination of Primary Contractor.
8. Extension of Time. No Waiver.
9. Weather.
10. Contract Security.
11. Laws and Ordinances.
12. Qualifications for Employment.
13. Non-Discrimination.
14. Payments of Employees.
15. Estimates and Payments.
16. Acceptance of Final Payment Constitutes Release.
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18. Inspection and Tests.
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20. Superintendence by Contractor.
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34. Power of the Contractor to Act in an Emergency.
35. Provisions Required by Law Deemed Inserted.
36. Subletting - Successor and Assigns.
37. General Municipal Law Clause.
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41. Proof of Carriage of Insurance.
42. Term of Contract.

## **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 judgement of the Town Engineer involves changes in or additions to work required by the Specifications and any Addenda in their present form and which is not covered by the price in the Form of Bid.

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 and "approved", "satisfied", or "satisfactory", "in the judgement of", and words of like import, shall mean approved, or acceptable to, or satisfactory to, or in the judgement of the Town Engineer.

### **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.

### **3. COMPENSATION TO BE PAID TO THE CONTRACTOR**

- (A) Payment: Payment shall be made in the amount bid by the contractor plus any change orders issued by the Town Engineer and authorized by Town Board resolution only.
- (B) Extra Work: The town may, at any time, by a written change order and without notice to the sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the contractor for any extra work, as so ordered, shall be determined as follows:
  - a) By a lump sum mutually agreed upon by the town and the contractor and authorized by a change order issued to the contractor and signed mutually by the Town and the Contractor.

### **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 Town of Riverhead anticipates that all work on this contract shall be completed within 60 days of notice to proceed. If the contractor feels that this is not feasible notice shall be given to the Town PRIOR to award of contract to include an alternate completion time frame for Town consideration. The Town may consider extending completion time frame if valid reasons for the need of such an extension are provided by the bidder. If such extension is accepted by the Town an addendum shall be prepared by the town and forwarded to all registered bidders. Failure to comply with official time of completion shall constitute liquidated damages. If it becomes necessary to extend the contract completion date after start of work by the successful bidder for reasons beyond his/her control, the Contractor shall submit an Application for Extension of Contract Completion Date to include detailed explanation for need to request an extension to the Town Engineer. The Town Engineer shall review the application and detailed explanation for the need to extend the completion date and if deemed valid may authorize such an extension.

### **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 amount of \$500/ day for each day of delay. Failure to complete all work within the specified time frame may result in termination of this contract and submission by the Town for restitution via the contractor's performance bond.

### **7. TERMINATION OF PRIMARY CONTRACTOR**

Failure to comply with the terms and conditions of this contract or to complete the work in a steady and timely process or failure to meet project schedule shall result in the termination of this

contract and a claim to the contractor's performance bonding company or other means of performance security. Termination of the contractor may also result in future disqualification from bidding on future Town of Riverhead contracts.

## **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.

If it becomes necessary to extend the contract completion date, the Prime Contractor shall submit an application for Extension of Contract Completion Date to the Town Engineer. The Town Engineer shall review the application and detailed explanation for the need to extend the completion date.

## **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**

Upon award of contract, the awarded contractor shall furnish a Performance Bond equal to 100% of the contract amount of the project. The contractor shall include the cost of all bonding in the total amount bid for this contract.

## **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"

Note: If the lowest bidding Prime Contractor and/or approved subcontractor(s) will need to work overtime, then the Prime Contractor and/or the Subcontractor(s) will need to file an Overtime Dispensation form with the Department of Labor.

## **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 project 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 work and in accordance with the approved schedule of values, 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.

#### **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 by the Town Engineer or his representative at any time during the construction. The contractor agrees to make all areas of work accessible to the Town Engineer or his representative for such inspections if such access can be made safely.

#### **19. PLANS AND SPECIFICATIONS**

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 requirements of the specifications and plans.

## **20. SUPERINTENDENCY BY CONTRACTOR**

At the site of the work, the contractor shall give his constant, personal attention to the work or employ 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 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 TOWN ENGINEER**

In the performance of the work, the contractor shall abide by all orders and directions and requirements of the Town Engineer and shall perform work to the satisfaction of the Town Engineer at such time and places, by such methods, and in such manner and sequence as he may require. The Town Engineer 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. The Town Engineer may require contractor to amend, adjust, or modify plans prior to and during progress of work as may be necessary in his or her reasonable opinion to prevent improper execution of the work and/or public necessity or welfare require. The Town Engineer 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, judgement, discretion or determination of the Town Engineer 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. Note, in the event the contractor shall refuse or fail to prosecute the work, including but not limited to, amend, adjust, or modify plans or any part thereof, with due diligence as will ensure its commencement and completion within such period of time herein specified (or any duly authorized extension thereof) or set by the Town Engineer, the Town may exercise its right to terminate the contract (See Contract Provision 29 "Town's Right to Terminate this Contract").

## **25. CHANGES AND ALTERATIONS**

Any claim by the contractor for work believed by the contractor to be beyond the scope of the original contract specifications shall be submitted in writing to the Town engineer with any associated cost considerations. The Town Engineer will review any such request and determine if the request is valid and beyond the original scope of the project specifications. If such work is deemed by the Town Engineer to be beyond the original scope the Town Engineer will prepare a change order for presentation to the Town Board. No additional compensation beyond the original amount bid may be paid to the contractor without a duly executed change order and Town Board resolution adopted by the Town Board approving any such change order. Should the need for additional work arise as determined by the Town of Riverhead, the Town Engineer will request a change order proposal from the contractor to include the cost of the additional work. If the Town Engineer determines that the additional cost is affair and reasonable, he/she shall prepare a change order for presentation to the Town Board. No additional compensation beyond the original amount bid may be paid to the contractor without a duly executed change order and Town Board resolution adopted by the Town Board approving any such change order. If approved by the Town Board, a change order will be presented to the contractor for execution.

## **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 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 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 judgement of the Town Engineer 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 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 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 judgement 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 or failure to meet the requirements of the NYS Department of Labor prevailing wage rate requirements and reporting.
- (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 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 comply with laws, ordinances or the instruction of the Town Engineer or otherwise be guilty of a substantial violation of any provisions of this contract; or
- (G) the contractor refuses or fails to meet one or more of the time frames indicated in 41. Term of 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. In addition, the Town may terminate this contract immediately upon its determination that a safety hazard exists that cannot be corrected in any other fashion other than contract termination. Contractor shall be entitled to payment for services rendered to the point of contract termination.

Refer to Section 105-07 Termination, Letter B of the NYSDOT Standard Specifications. The Prime Contractor and the Town of Riverhead shall follow these guidelines for termination of contract.

### **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 hold 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. He shall notify the Town Engineer 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 for approval.

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

Subcontractor(s) shall be approved by the Town of Riverhead and included in a list in the bid submission. All subcontractors will be required to adhere to the requirements set forth in this document including Prevailing Wage Rate Requirements and reporting and MBW requirements.

### **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 Two Million Dollars (\$2,000,000) 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 Two Million Dollars (\$2,000,000) 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 Four Million Dollars (\$4,000,000) 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 Four Million Dollars (\$4,000,000) 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 Two Million Dollars (\$2,000,000) for damages on account of any accident and in an amount of not less than Two Million Dollars (\$2,000,000) for damages on account of all accidents.

### **39. 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, and 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. Town shall be entitled to retain an attorney of its own choosing with the cost of legal fees, including appeals, to be borne by the Contractor. 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.

### **40. 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.

### **41. 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".

### **42. TERM OF CONTRACT**

The Town of Riverhead anticipates that all work on this contract shall be completed within 60 days of notice to proceed. If the contractor feels that this is not feasible notice shall be given to the Town PRIOR to award of contract to include an alternate completion time frame for Town consideration. The Town may consider extending completion time frame if valid reasons for the need of such an extension are provided by the bidder. If such extension is accepted by the Town an addendum shall be prepared by the town and forwarded to all registered bidders. Failure to comply with official time of completion shall constitute liquidated damages. If it becomes necessary to extend the contract completion date after start of work by the successful bidder for

reasons beyond his/her control, the Contractor shall submit an Application for Extension of Contract Completion Date to include detailed explanation for need to request an extension to the Town Engineer. The Town Engineer shall review the application and detailed explanation for the need to extend the completion date and if deemed valid may authorize such an extension.

## **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.

Town Engineer: The Town Engineer or his duly authorized representative.

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.

Instructor: 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 to consider the samples submitted, and is necessary, to permit a re-submission of samples to the Town Engineer 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.

#### **4. MANUFACTURED MATERIALS**

Where several materials are specified by name, the Town Engineer shall have the right, before execution of the contract, to require any and all bidders to state the materials upon which they based their bid. Where any materials are specified by name or trade name, or by catalog number of a company or companies, the contractor shall furnish the article mentioned unless approval of the Town Engineer is obtained in writing for a substitution. Should the contractor desire to substitute other 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 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.

#### **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 3 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 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 is deemed ambiguous, 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 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.

## **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 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 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 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 at the project site. 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 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 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 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. 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 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 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 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 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 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 to be unsafe, he shall notify the contractor in writing to take corrective action. Where in the opinion of the Town Engineer 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**

Under this Contract no asphaltic or concrete material is to be placed unless the Town Engineer is present. In addition, no work is to be performed until the methods used to control traffic at the job site in accordance with the New York State Department of Transportation's Manual of Uniform Traffic Control Devices (MUTCD) are approved by the Town Engineer. Failure to

comply with this requirement will lead to non-payment and possible replacement of any material placed.

The requirements of Item 619.01 of the Standard Specifications of the New York State Department of Transportation shall be adhered to, with the following additions:

- a) Access to private driveways must be maintained at all times.
- b) All piles of demolition debris or site restoration material shall only be placed in designated areas.
- c) The Contractor shall also inspect the contract area after and/or during every rainstorm or windstorm to ascertain what work is necessary to properly maintain and protect pedestrian, vehicular safety, new and/or adjacent work, and existing property. This is especially true on nights and weekends and at other times when no work is in progress. The cost of this inspection and execution of the work required shall be included in the unit price bid for various other items.
  1. Any costs to correct adverse conditions expended by the Town or other outside forces will be deducted from monies owed the Contractor at a rate of two and one-half (2-1/2) times the actual cost incurred.
  2. All provisions of Item 61901, "Maintenance and Protection of Traffic," must also be complied with. Non-conformance with the above requirements of performance may be the basis for implementation of the non-payment clause as specified under "Basis of Payment" for each item.

The Contractor's attention is directed to the following checklist of the most prevalent undesirable traffic and safety conditions that occur during construction:

- a) Traffic Control Devices - Signs, barricades, barrels, etc. shall conform with the New York State Manual of Uniform Traffic Control Devices, and/or as directed by the Commissioner.
- b) Improper Detouring of Traffic - Contractors shall submit detour plans to the Town Engineer prior to construction. Insufficient and improper detour signs shall not be used and the Town Engineer will not accept the excuse that signs were stolen or vandalized. It shall be the Contractor's Responsibility to maintain these signs at all times.
- c) Storing Equipment and Materials – Equipment, Materials, etc., shall only be stored designated areas
- d) The Contractor shall maintain a safe, unobstructed area for pedestrian along the Main Street side of the project site.
- e) The Contractor shall provide sufficient signs, flashers, etc., at locations where there are obstructions in the roadway.
- f) The Contractor shall maintain at all times access to the site suitable for emergency vehicles.

- g) The Contractor shall maintain all existing official traffic control devices, stop signs, parking signs, street signs, etc.
- h) The Contractor shall maintain traffic on fill or other surfaces that are subject to the development of pot holes.
- i) The Contractor shall use sufficient flagmen equipped with two-way radios, if required (minimum of two (2) flag people at all times) at locations where traffic or physical conditions require their services. (Note: N.Y.S. M.U.T.D. requires the use of a proper flag and a traffic vest.) When required to facilitate demolishing activities areas of streets that must be blocked off shall be properly closed off with cones and/or barricades, or the use of flagmen to prevent traffic from entering the work zone.

## **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. In no case shall the contractor remove the same until the location for resetting shall have been made by the Town Engineer. 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 that may be damaged during demolition of these buildings as deemed necessary by the Town Engineer. 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 contractor's 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

The Town Engineer 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.

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.

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

**DEMOLITION OF 117 AND 121 EAST MAIN STREET**

**TECHNICAL SPECIFICATIONS**

**The following section contains the technical details and requirements of this contract. These details and requirements along with the mandatory pre-bid inspection of the two subject buildings constitute the demolition project requirements and specifications.**

# FULL BUILDING DEMOLITION AT 117 & 121 MAIN STREET, RIVERHEAD, NY

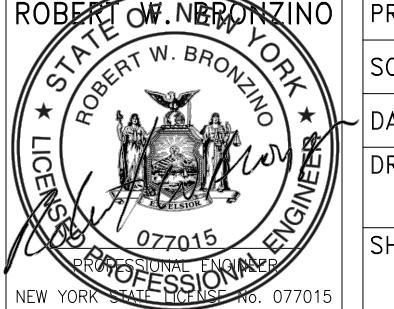
## DRAWING LIST

DM-001  
DM-002  
DM-100  
DM-300  
DM-301

COVER SHEET  
GENERAL AND DEMOLITION NOTES  
SITE LOGISTICS PLAN  
TYPICAL DEMOLITION DETAILS I  
TYPICAL DEMOLITION DETAILS II



LOCATION PLAN  
SCALE: 1" = 200 FEET

No.	DESCRIPTION	DATE	BY
BRONZINO ENGINEERING, P.C. 100-3 SOUTH JERSEY AVE. EAST SETAUKEET, NY 11733 631-751-8299			
FULL DEMOLITION OF EXISTING BUILDINGS 117 & 121 MAIN ST. RIVERHEAD			
BLOCK:      LOT:      ZONE:      MAP:			
COVER SHEET			
UNAUTHORIZED ALTERATION OR ADDITION TO THIS PLAN IS A VIOLATION OF SECTION 7209 OF THE NYS EDUCATION LAW. COPIES OF THIS PLAN NOT BEARING THE PROFESSIONAL ENGINEER'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.			
		PROJECT #: 210501 SCALE: AS NOTED DATE: 8/23/21 DRAWING NO: DM-001.00 SHEET NO: 1 OF 5	

## GENERAL NOTES

- ALL WORK SHALL CONFORM TO THE RULES & REGULATIONS OF THE NEW YORK STATE LANDMARKS PRESERVATION COMMISSION, THE NEW YORK STATE BUILDING CODE, NEW YORK STATE DEPARTMENT OF TRANSPORTATION, NEW YORK STATE ENERGY CONSERVATION CODE, NATIONAL FIRE PROTECTION ASSOCIATION, NATIONAL BOARD OF FIRE UNDERWRITERS, FIRE DEPARTMENT REGULATIONS, UTILITY COMPANY REGULATIONS, & ALL FEDERAL, STATE, OR MUNICIPAL AGENCIES HAVING JURISDICTION OVER THE BUILDING OR PROJECT. THE BEST TRADE PRACTICES SHALL APPLY AT ALL TIMES.
- BEFORE COMMENCING WORK, THE CONTRACTOR SHALL FILE ALL REQUIRED CERTIFICATES OF INSURANCE WITH THE TOWN OF RIVERHEAD, OBTAIN ALL REQUIRED PERMITS & INSPECTIONS & PAY ALL FEES REQUIRED BY GOVERNING NEW YORK STATE AGENCIES.
- THE CONTRACTOR SHALL OBTAIN & PAY FOR ALL REQUIRED PERMITS, & ARRANGE FOR & SCHEDULE, AT HIS EXPENSE, ALL REQUIRED TESTS & INSPECTIONS OF MATERIALS, ASSEMBLIES OR EQUIPMENT.
- THE CONTRACTOR SHALL PROTECT ALL EXISTING SURFACES & COMPONENTS TO REMAIN IN ADDITION TO ADJACENT STRUCTURES FOR THE DURATION OF THE CONTRACT & SHALL REPAIR ANY DAMAGE RESULTING FROM WORK AT NO EXTRA COST OR CONTRACT TIME. ALL DAMAGE RESULTING FROM THE REMOVALS &/OR INSTALLATION OF EXISTING MATERIALS OR NEW MATERIAL SHALL BE DOCUMENTED BY CONTRACTOR ON A RECORD SET OF DRAWINGS. SUCH ITEMS SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE DEMOLITION ENGINEER & OWNER.
- THE CONTRACTOR SHALL PROVIDE PROTECTION OF ADJACENT PROPERTY INCLUDING ALL EXISTING ELEMENTS. A PROTECTION PROPOSAL MUST BE SUBMITTED BY THE CONTRACTOR FOR REVIEW BY THE OWNER/CONSULTANT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTION OF WORK IN PROGRESS THROUGHOUT CONSTRUCTION UP TO SIGN OFF AND ACCEPTANCE OF ALL WORK BY OWNER.
- CONTRACTOR SHALL MAINTAIN FREE & UNOBSTRUCTED ACCESS TO THE OUTSIDE OF THE PROPERTY AT ALL TIMES.
- THE CONTRACTOR SHALL PROVIDE BARRICADES AROUND WORK AREAS AS REQUIRED TO PREVENT UNAUTHORIZED PERSONS FROM ENTERING THEREIN & SHALL FOLLOW ALL APPLICABLE SAFETY & OSHA STANDARDS. SITE WILL BE LEFT BROOKE CLEAN AT THE END OF EACH WORKING DAY. ALL AREAS USED BY THE PUBLIC SHALL BE MAINTAINED FREE OF ICE, SNOW, GREASE, DEBRIS, EQUIPMENT, TOOLS, MATERIALS, OBSTRUCTIONS OR ANY OTHER ITEMS, SUBSTANCES OR CONDITIONS THAT MAY CONSTITUTE A SLIPPING, TRIPPING OR OTHER HAZARD.
- THE DESIGN OF ALL SCAFFOLDING & SIDEWALK SHEDS SHALL BE REVIEWED & APPROVED BY THE DEMOLITION ENGINEER PRIOR TO ERECTION. ALL SCAFFOLDING & SIDEWALK SHEDS SHALL CONFORM TO THE RULES & REGULATIONS OF THE NEW YORK STATE BUILDING CODE, THE MOST RECENT RULES & REGULATIONS OF THE OCCUPATIONAL SAFETY & HEALTH ADMINISTRATION (OSHA).
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CHECKING & VERIFYING ALL DIMENSIONS AND CONDITIONS AS SHOWN ON THE DRAWINGS. ANY DISCREPANCY, VARIANCE OR DEFECT SHALL IMMEDIATELY BE REPORTED TO THE DEMOLITION ENGINEER. NO ATTEMPT TO RESOLVE THE CONDITION (EXCEPT FOR PROVISIONAL SAFETY MEASURES, IF SUCH ARE NECESSARY), SHALL BE MADE SAVE AT THE CONTRACTOR'S TOTAL RESPONSIBILITY & EXPENSE, INCLUDING COST OF RECTIFICATION, IF SUCH IS DEEMED NECESSARY BY THE DEMOLITION ENGINEER.
- THE CONTRACTOR SHALL LAY OUT HIS OWN WORK, & PROVIDE ALL DIMENSIONS REQUIRED FOR OTHER TRADES.
- MINOR DETAILS NOT USUALLY SHOWN OR SPECIFIED, BUT NECESSARY FOR PROPER COMPLETION OF ANY PART OF THE WORK SHALL BE INCLUDED AS IF THEY WERE INDICATED IN THE DRAWINGS.
- THE CONTRACTOR SHALL DO ALL CUTTING, PATCHING & REPAIRING AS REQUIRED TO PERFORM ALL OF THE WORK TO BE PERFORMED CONCERNING THE FURNISHING OF ALL LABOR, EQUIPMENT, TOOLS, TRANSPORTATION, SUPPLIES, FEES, MATERIALS & SERVICES IN ACCORDANCE WITH THESE NOTES & DRAWINGS & PERFORMING ALL OPERATIONS NECESSARY TO CONSTRUCT & INSTALL IN A COMPLETE MANNER THE VARIOUS MATERIALS & EQUIPMENT AT THE LOCATIONS SHOWN & IN CONFORMITY WITH THE DIMENSIONS, DESIGN & DETAILS SHOWN.
- THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATELY BRACING & PROTECTING ALL WORK AGAINST DAMAGE, BREAKAGE, COLLAPSE, DISTORTIONS & MISALIGNMENTS ACCORDING TO ALL APPLICABLE CODES & STANDARDS OF GOOD PRACTICE. ANY DAMAGE TO EXISTING BUILDING FABRIC DURING DEMO AND/OR STABILIZATION IS TO BE RE-CORRECTED BY THE CONTRACTOR AT HIS EXPENSE.
- AT ALL TIMES, THE CONTRACTOR SHALL MAINTAIN & PROTECT ALL BUILDING MATERIALS, COMPONENTS & SYSTEMS FROM THE EFFECTS OF INCLIMATE WEATHER (RAIN, SNOW, COLD, EXCESSIVE HEAT, ETC.) AT NO ADDITIONAL COST TO THE OWNER.
- THE CONTRACTOR &/OR SUB-CONTRACTORS SHALL SUBMIT TO THE DEMOLITION ENGINEER ALL SHOP DRAWINGS, MATERIAL SAMPLES, TECHNICAL DATA, PROGRESS PHOTOGRAPHS, ETC., AS OUTLINED BY THE SPECIFICATIONS.
- ALL DURING ALL LIFTING AND HOIST OPERATION, FLAG-MEN WILL BE PROVIDED TO CONTROL ALL PEDESTRIAN AND/OR VEHICULAR TRAFFIC AS APPROPRIATE. FLAG-MEN SHALL ALSO BE PROVIDED FOR ANY OTHER OPERATIONS AS REQUIRED BY CODE.
- A HOT LINE NUMBER SHALL BE PROVIDED AT THE SITE FOR TELEPHONING THE DEPARTMENT OF BUILDINGS AND THE NYSDOT WHEN IT IS NECESSARY TO CLOSE OFF A STREET OR PORTION THEREOF FOR SAFETY PURPOSES. THIS INFORMATION IS TO BE DISPLAYED ON A SIGN AS REQUIRED, ALL OTHER SIGNAGE AS REQUIRED BY THE OWNER SHALL BE PROVIDED.
- PROVISION FOR INSPECTIONS TO ENSURE COMPLIANCE WITH SITE SAFETY REQUIREMENTS WILL BE COORDINATED AND THE CONTRACTOR SHALL DESIGNATE A SAFETY REPRESENTATIVE WHOSE RESPONSIBILITIES WILL BE IDENTIFIED IN THE PROJECT SAFETY PLAN. THIS SAFETY REPRESENTATIVE SHALL BE RESPONSIBLE FOR DAILY INSPECTION, SAFETY MEETINGS REQUIREMENTS AND OTHER ADMINISTRATIVE REQUIREMENTS AS STIPULATED IN LOCAL, STATE OR FEDERAL REGULATIONS OR CONSTRUCTION DOCUMENTS.
- WHEN A BUILDING DEPARTMENT INSPECTOR OR ANY OTHER GOVERNMENT OFFICIAL OR REPRESENTATIVE VISITS A WORK SITE, THE SAFETY REPRESENTATIVE TO MAKE CERTAIN THE REQUIREMENTS AND THE SITE SAFETY PROGRAM ARE BEING COMPLIED WITH. THE CONTRACTOR OR HIS REPRESENTATIVE MUST IMMEDIATELY NOTIFY THE SITE SAFETY MANAGER OF THE VISITOR.
- THE SITE SAFETY MANAGER WILL MONITOR COMPLIANCE WITH THIS SITE SAFETY PROGRAM AND WILL SO NOTE IN THE LOG AT THE SITE. THE CONTRACTORS WILL BE AWARE OF THESE REQUIREMENTS AND WILL BE REQUIRED TO ADHERE TO THE SAME AS APPLICABLE.
- GUARDS, SHIELDS OR BARRICADES SHALL SURROUND ALL EXPOSED, ELECTRICALLY CHARGED, MOVING OR OTHERWISE DANGEROUS PARTS OF MACHINES AND CONSTRUCTION EQUIPMENT SO AS TO PREVENT CONTACT WITH THE PUBLIC.
- SUFFICIENT CONTAINERS FOR THE STORAGE OF GARBAGE AND DEBRIS SHALL BE IN PLACE AS REQUIRED.
- CONTAINERS SHALL BE COVERED AND SECURED.
- ALL SCAFFOLDS, STRUCTURAL RAMPS, RUNWAYS AND PLATFORMS SHALL BE PROVIDED WITH STANDARD RAILS, TOEBOARDS, SCREENING AND/OR NETS, UNLESS OTHERWISE SPECIFIED IN THE NEW YORK STATE BUILDING CODE AND OSHA REGULATIONS.
- SCAFFOLD AND/OR SIDEWALK SHED CONTRACTOR SHALL MAKE ALL PERTINENT PRECAUTIONS FOR ACCIDENT PREVENTION REQUIRED BY THE BUILDING CODE, LOCAL LAWS, OR OTHER APPLICABLE REGULATIONS, AND SHALL HOLD THE OWNER, ENGINEER OR RECORD AND THEIR REPRESENTATIVES HARMLESS FROM FAILURE TO COMPLY WITH SUCH REQUIREMENTS.
- CONTRACTOR SHALL TAKE NOTICE OF THE REQUIREMENTS CONTAINED IN THE NYSCB AND SHALL FULLY COMPLY WITH EACH AND EVERY ONE OF SAID REQUIREMENTS THROUGHOUT THE PROJECT.
- UNLESS SPECIFICALLY NOTED OTHERWISE, BRONZINO ENGINEERING, P.C. IS RETAINED SOLELY TO PROVIDE PLANS FOR THE SUBJECT PROJECT AND RESPONSIBILITY IS THEREBY LIMITED TO THE ACCURACY OF THESE DRAWINGS.
- CONTRACTOR TO CONTACT THE ENGINEER DESIGNATED FOR SITE INSPECTIONS IN WRITING AT LEAST 72 HRS PRIOR TO START OF WORK TO ARRANGE FOR REQUIRED INSPECTIONS.
- THE INSPECTOR ENGINEER IS NOT RESPONSIBLE FOR ANY WORK PERFORMED WITHOUT PRIOR WRITTEN NOTICE TO THE ENGINEER NOR FOR ANY UNINSPECTED OR UNACCEPTABLE WORK.
- NO WORK AT SITE UNTIL PLAN HAS BEEN APPROVED AND PERMIT ISSUED BY THE TOWN OF RIVERHEAD AND NYSDOT, AND ALL REQUIRED SHOP DRAWINGS AND SUBMITTALS HAVE BEEN APPROVED BY THE DEMOLITION ENGINEER.
- DIMENSIONS SHALL NOT BE DETERMINED BY SCALE OR RULE; FIGURED DIMENSIONS SHALL BE USED AT ALL TIMES. THICKNESS OF PARTITIONS OR OTHER ASSEMBLIES SHALL BE AS INDICATED ON SCHEDULES OR LEGENDS ON DRAWINGS.
- ALL MATERIALS SHALL BE NEW, AND MATERIALS OR ASSEMBLIES SHALL CONFORM TO THE INDICATED STANDARDS OF THE SEVERAL TESTING AND STANDARD-SETTING AGENCIES SPECIFIED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADEQUATELY SHORING, BRACING AND PROTECTING ALL EXISTING WORK AND ALL ADJACENT EXISTING UTILITIES AGAINST COLLAPSE, DISPLACEMENT OR OTHER DAMAGE, IN ACCORDANCE WITH STANDARDS OF GOOD PRACTICE AND APPLICABLE LAWS.
- ALL WORK BEYOND THE BUILDING LINE SHALL CONFORM TO THE REQUIREMENTS OF THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION, AND PERMITS OBTAINED FOR SAME.
- THE WORK SHALL COMPLY WITH ALL CODES, RULES, REGULATIONS AND ORDINANCES IN FORCE EFFECT AT THE SITE, EXCEPT THAT WHERE THE DRAWINGS OR SPECIFICATIONS CALL FOR MORE EXACTING STANDARDS OF LABOR AND/OR MATERIALS, SUCH MORE COSTLY OR MORE STRINGENT REQUIREMENTS SHALL GOVERN.
- ALL WOOD SHALL COMPLY WITH THE COMBUSTIBILITY LIMITATIONS OF THE NEW YORK STATE BUILDING CODE AND ALSO MEET WITH WORKING LIMITATIONS OF FIRE RETARDANT WOOD IN CONSTRUCTION. CERTIFICATION SHALL BE SUBMITTED TO THE DEMOLITION ENGINEER PRIOR TO INSTALLATION.
- MAINTAIN POWER, LIGHTING, COMMUNICATIONS, TEMPORARY HEAT AND FIRE PROTECTION AND OTHER UTILITIES DURING THE WORK. DO NOT OBSTRUCT SIDEWALK IN FRONT OF NEIGHBORING BUILDING ENTRANCES.
- PRIOR TO COMMENCING WORK, THE CONTRACTOR SHALL FILE ALL REQUIRED CERTIFICATES OF INSURANCE AND OBTAIN ALL REQUIRED PERMITS AND INSPECTIONS REQUIRED BY THE GOVERNING AGENCIES. THE CONTRACTOR SHALL PAY FOR ALL REQUIRED PERMITS, AND ARRANGE FOR AND SCHEDULE, AT HIS EXPENSE, ALL REQUIRED TESTS AND INSPECTIONS OF MATERIALS, ASSEMBLIES AND/OR EQUIPMENT.
- THE OWNER SHALL ENGAGE A PROFESSIONAL ENGINEER LICENSED IN THE STATE OF NEW YORK, TO PROVIDE ALL SPECIAL INSPECTIONS AS REQUIRED BY THE NEW YORK STATE BUILDING CODE, ANY DEVIATIONS OR CONDITIONS DISCOVERED DURING THE REMOVAL PROCESS ARE TO BE REPORTED TO THE DEMOLITION ENGINEER & OWNER'S REPRESENTATIVE. UNFORESEEN CONDITIONS THAT ARE ENCOUNTERED DURING THE WORK & THAT PRESENT UNSAFE CONDITIONS ARE TO BE SHORED & STABILIZED IMMEDIATELY TO PROTECT PERSONS & PROPERTY. WORK IS TO CEASE IMMEDIATELY UNTIL CORRECTIVE MEASURES CAN BE DETERMINED.

## GENERAL NOTES (CONTINUED)

- THIS REMOVALS & DEMOLITION IS INTENDED TO EXPOSE PREVIOUS CONSTRUCTION CURRENTLY CONCEALED. THE CONTRACTOR IS TO REMOVE AS CAREFULLY AS IS SAFE & FEASIBLE BY LAYERS.
- THE CONTRACTOR SHALL REVIEW AND FAMILIARIZE THEMSELVES WITH THE GENERAL NOTES & SPECIFICATIONS & DETERMINE WHICH NOTES APPLY DIRECTLY TO HIS RESPONSIBILITY.
- THE SUBMISSION OF A PROPOSAL BY THE CONTRACTOR WILL BE CONSTRUCTED AS EVIDENCE THAT A CAREFUL & THOROUGH EXAMINATION OF THE PREMISES & SITE HAS BEEN MADE & LATER CLAIMS FOR LABOR, MATERIALS OR EQUIPMENT REQUIRED OR FOR DIFFICULTIES ENCOUNTERED, WHICH COULD HAVE BEEN FORESEEN HAD SUCH AN EXAMINATION BEEN MADE, WILL NOT BE RECOGNIZED, IT SHALL ALSO BE ADVISED.
- ALL WORK SHALL BE ORDERED SUFFICIENTLY AHEAD OF TIME SO THAT WORK CAN PROCEED AS SCHEDULED.
- ANY MATERIALS DELIVERED OR WORK PERFORMED CONTRARY TO THE DRAWINGS & SPECIFICATIONS & APPROVED SHOP DRAWINGS SHALL BE REMOVED BY THE CONTRACTOR AT HIS OWN EXPENSE, & THE SAME SHALL BE REPLACED WITH OTHER MATERIALS OR WORK SATISFACTORY TO THE DEMOLITION ENGINEER. THE CONTRACTOR SHALL ALSO ASSUME THE COST OF REPLACING ADJACENT OR CONTINGENT WORK WHICH MAY BE ENCOUNTERED BY THIS ELEMENT.
- THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL COSTS INCURRED FOR DAMAGES CAUSED BY HIS SUBCONTRACTORS, & SHALL HAVE A COMPETENT SUPERINTENDENT ON THE PREMISES AT ALL TIMES WHEN WORK IS IN PROGRESS. THE GENERAL CONTRACTOR SHALL DO ALL CUTTING & PATCHING AS REQUIRED BY THE SUB-CONTRACTOR.
- THE CONTRACTOR SHALL KEEP THE DEMOLITION ENGINEER INFORMED OF THE PROGRESS OF HIS WORK.
- THE CONTRACTOR SHALL NOTIFY THE OWNER & DEMOLITION ENGINEER IMMEDIATELY IF THEY CANNOT FOR ANY REASON COMPLY WITH ALL THE REQUIREMENTS SET FORTH FOR THIS PROJECT INCLUDING NOTES IMPLIED BUT NOT SHOWN ON PLANS.
- CONTRACTOR SHALL PROPERLY SHORE, UNDERPIN & MAKE SAFE ALL FLOORS, WALLS, STAIRS, SIDEWALKS, FOOTINGS, AND FOUNDATIONS & ADJACENT PROPERTY & ALL EXISTING ELEMENTS TO REMAIN AS JOBSITE CONDITIONS REQUIRE. THE CONTRACTOR SHALL PROVIDE ADEQUATE NOTICE TO ADJACENT PROPERTY OWNERS OF ANY OPERATIONS AFFECTING NEIGHBORING FENCES, TEMPORARY STRUCTURES & GRADE CHANGES.
- ALL PAVED WALKS, SURFACES & AREAWAYS ARE TO BE DRAINED ADEQUATELY WITHIN THE SITE. IN ADDITION, THE PUBLIC THOROUGHFARE IS TO BE PROTECTED AT ALL TIMES USING CODE COMPLIANT BARRICADES, SIDEWALK SHEDS, & SCAFFOLDING, TO BE ERECTED AT THE DISCRETION OF THE CONTRACTOR COMMENSURATE WITH THE STATUS OF THE CONSTRUCTION EFFORT. PUBLIC PROPERTY & PUBLIC SAFETY IS PARAMOUNT AT ALL TIMES ESPECIALLY AS THERE MAY BE NO SUPERVISION ON WEEKENDS, HOLIDAYS & NIGHT.
- ADJACENT PROPERTY OWNERS SHALL BE NOTIFIED OF UPCOMING DEMOLITION OPERATIONS IN WRITING NOT LESS THAN 10 DAYS PRIOR TO THE SCHEDULED STARTING DATE OF THE DEMOLITION.
- THE CONTRACTOR SHALL NOTIFY THE TOWN OF RIVERHEAD AND NYSDOT VIA PHONE OR ELECTRONICALLY, AT LEAST 24 HOURS, BUT NO MORE THAN 48 HOURS PRIOR TO THE COMMENCEMENT OF DEMOLITION WORK.

## SAFEGUARDS DURING DEMOLITION

- DEMOLITION OPERATIONS SHALL BE CONDUCTED IN ACCORDANCE WITH CHAPTER 33 OF THE NYSCB.
- IN ADDITION TO THE REQUIREMENTS OF THE NEW YORK STATE BUILDING CODE, DEMOLITION OPERATIONS SHALL ALSO BE CONDUCTED IN CONFORMANCE WITH THE NEW YORK STATE FIRE CODE.
- THE TOWN OF RIVERHEAD SHALL BE NOTIFIED PROMPTLY, IN ACCORDANCE WITH THE CIRCUMSTANCES, OF ALL ACCIDENTS AT CONSTRUCTION OR DEMOLITION SITES.
- A SIGN WITH THE STATEMENT "TO ANONYMOUSLY REPORT UNSAFE CONDITIONS AT THIS WORK SITE THAT ENDANGER WORKERS, CALL 311" IN BOTH ENGLISH AND SPANISH SHALL BE POSTED AT A HEIGHT OF NO MORE THAN 12 FEET (3658 MM) ABOVE THE GROUND ON EACH PERIMETER OF THE SITE FRONTING A PUBLIC THOROUGHFARE.
- IN ACCORDANCE WITH CHAPTER 33 OF THE NYSCB, AT A HEIGHT OF NO MORE THAN 12 FEET ABOVE THE GROUND ON EACH PERIMETER OF A DEMOLITION SITE FRONTING A PUBLIC THOROUGHFARE, A SIGN SHALL BE ERECTED CONTAINING THE FOLLOWING INFORMATION:
  - THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE OWNER OF THE PROPERTY
  - THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE DEMOLITION CONTRACTOR
  - THE PHONE NUMBER FOR REPORTING COMPLAINTS
- IN ACCORDANCE WITH NEW YORK STATE BUILDING CODE, CHAPTER 33 OF THE NYSCB, FOLLOWING THE RECEIPT OF A PERMIT TO ERECT A SIDEWALK SHED, THE PERMIT HOLDER SHALL POST A READILY VISIBLE SIGN ON THE SIDEWALK SHED. SUCH SIGN SHALL INCLUDE:
  - THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE PERMIT HOLDER
  - THE PERMIT NUMBER
  - THE EXPIRATION DATE OF THE PERMIT
- CONTRACTORS SHEDS AND OFFICES LOCATED WITHIN 30 FEET (9144 MM) OF NEW CONSTRUCTION OR EXISTING BUILDINGS SHALL BE MADE OF METAL OR OTHER NONCOMBUSTIBLE MATERIAL. FIRE RETARDANT TREATED WOOD MAY BE USED WHEN PROTECTED FROM THE WEATHER.
- IN ADDITION TO THE REQUIREMENTS OF THE NEW YORK STATE BUILDING CODE, THE USE OF INTERNAL COMBUSTION-POWERED EQUIPMENT SHALL ALSO COMPLY WITH THE NEW YORK STATE FIRE CODE.
- NO STREET OR SIDEWALK SHALL BE CLOSED EITHER IN WHOLE OR IN PART WITHOUT A PERMIT FROM THE DEPARTMENT OF TRANSPORTATION. SUCH PERMIT SHALL BE DISPLAYED AT THE JOB SITE.
- ALL AREAS USED BY THE PUBLIC SHALL BE MAINTAINED FREE FROM ICE, SNOW, GREASE, DEBRIS, EQUIPMENT, MATERIALS, PROJECTIONS, TOOLS, OR OTHER ITEMS, SUBSTANCES, OR CONDITIONS THAT MAY CONSTITUTE A SLIPPING, TRIPPING, OR OTHER HAZARD.
- FIRE EXTINGUISHERS SHALL BE PROVIDED IN ACCORDANCE WITH THE NEW YORK STATE FIRE CODE.
- ALL FULL DEMOLITION OPERATIONS SHALL BE PERFORMED IN ACCORDANCE WITH THE REQUIREMENTS OF CHAPTER 33 OF THE NYSCB
- DUST PRODUCING OPERATIONS SHALL BE WETTED DOWN TO THE EXTENT NECESSARY TO CONTROL THE DUST IN ACCORDANCE WITH CHAPTER 33 OF THE NEW YORK STATE BUILDING CODE
- PROVISION SHALL BE MADE TO PREVENT THE ACCUMULATION OF WATER OR WATER DAMAGE TO ANY FOUNDATIONS ON THE PREMISES OR TO THE ADJOINING PROPERTY.
- ENTIRE SITE SHALL BE ENCLOSED WITH A FENCE THAT MEETS THE REQUIREMENTS OF CHAPTER 33 OF THE NYSCB.
- WATCHPERSONS SHALL BE PROVIDED AS REQUIRED BY CHAPTER 33 OF THE NYSCB
- FLAGPERSONS SHALL BE PROVIDED AS REQUIRED BY CHAPTER 33 OF THE NYSCB

## SUGGESTED MONITORING OF ADJACENT STRUCTURES

- CONTRACTOR / OWNER SHALL PROVIDE BRONZINO ENGINEERING, P.C. WITH PRE-CONSTRUCTION SURVEY (ASSESSMENT AND DOCUMENTATION OF EXISTING CONDITIONS) AND BENCHMARK SURVEYS OF ADJOINING PROPERTIES AND STRUCTURES TO DETERMINE IF ADJOINING PROPERTIES AND STRUCTURES ARE ADVERSELY AFFECTED BY DEMOLITION OPERATIONS AS OUTLINED IN THIS PLAN. SURVEY SHOULD CONTAIN A RECOMMENDED MONITORING PLAN AND BE CERTIFIED BY LICENSED NEW YORK STATE PROFESSIONAL ENGINEER.
- ALL ADJACENT STRUCTURES SHALL BE MONITORED FOR BOTH VIBRATION AND DEFLECTION IN ACCORDANCE WITH CHAPTER 33 OF THE NYSCB.
- SITE GROUNDWATER Dewatering IS NOT REQUIRED AS PART OF THIS WORK SCOPE.
- OWNER SHALL UTILIZE MONITORING LOCATIONS SHOWN ON THESE DEMOLITION PLANS AS REFERENCE ONLY AND SUBMIT MONITORING PLAN FOR REVIEW BY DEMOLITION ENGINEER BASED ON THE FOLLOWING CRITERIA:
 

OPTICAL DATA SHALL BE COLLECTED EVERY MONDAY, WEDNESDAY AND FRIDAY DURING THE DEMOLITION WORK AND FORWARDED TO DEMOLITION ENGINEER FOR REVIEW UNLESS OTHERWISE DIRECTED BY DEMOLITION ENGINEER.

VIBRATION MONITORING SHALL BE CONTINUOUSLY MONITORED DURING THE DEMOLITION WORK UNLESS OTHERWISE DIRECTED BY DEMOLITION ENGINEER.

CONTRACTOR SHALL STOP WORK AND NOTIFY DEMOLITION ENGINEER IMMEDIATELY SHOULD ANY OF THE FOLLOWING THRESHOLDS BE MET:

  - \*VIBRATION PEAK PARTICLE VELOCITY EXCEEDS 1.0 IN./SEC (IF BUILDING IS DESIGNATED AS "LANDMARKS")
  - \*LATERAL OR VERTICAL DEFLECTION OF ADJACENT STRUCTURE EXCEEDS 3/8"

## FOUNDATION UNDERPINNING

THERE IS NOT FOUNDATION UNDERPINNING REQUIRED AS PART OF THIS APPLICATION

## SCAFFOLDING

- SCAFFOLDING TO BE DESIGNED AND FILED BY OTHERS
- SCAFFOLDING TO BE 5' WIDE TEMPORARY BUILT-UP LIGHT DUTY (25 PSF) SCAFFOLDING UNLESS OTHERWISE NOTED.
- SCAFFOLDING TO BE SUPPORTED FROM SIDEWALK SHED, ROOF, OR GRADE.
- PROVIDE TIE INS AT 8' 0" O.C. HORIZ. (EVERY BAY) AND 10' MAX. VERT. (EVERY 2ND FRAME)
- DEBRIS NETTING TO BE PROVIDED AT EXTERIOR FACE OF SCAFFOLDING.

## SIDEWALK SHED

- SIDEWALK SHED TO BE DESIGN AND FILED BY OTHERS
- SIDEWALK SHED MEET THE REQUIREMENTS OF CHAPTER 33 OF THE NYSCB
- FOR BUILDINGS EXCEDING 100' IN HEIGHT, THE DECK SHALL BE DESIGNED AND CONSTRUCTED AS A HEAVY DUTY SIDEWALK SHED TO CARRY A LIVE LOAD OF AT LEAST 300 PSF.
- FOR BUILDINGS LESS THAN 100' FT IN HEIGHT, THE DECK SHALL BE DESIGNED AND CONSTRUCTED AS A LIGHT DUTY SIDEWALK SHED TO CARRY A LIVE LOAD OF AT LEAST 150 PSF.
- SIDEWALK SHEDS SHALL EXTEND 5FT PAST THE BUILDING WHEN THE BUILDING HEIGHT IS LESS THAN 100 FT IN HEIGHT, AND 20 FT PAST THE BUILDING WHEN THE BUILDING IS OVER 100 FEET IN HEIGHT.
- THE PASSAGEWAY UNDER THE SHED SHALL HAVE A MINIMUM CLEAR CEILING HEIGHT OF 8FT
- THE UNDERSIDE OF THE SIDEWALK SHED SHALL BE LIGHTED AT ALL TIMES
- SIDEWALK SHED POSTS SHALL NOT BE LOCATED ON ANY GRATES AND/OR VAULTS UNLESS PROPERLY SHORED

## CONSTRUCTION FENCE

- CONSTRUCTION FENCE TO BE DESIGN AND FILED BY OTHERS UNDER SEPARATE APPLICATION
- FENCES SHALL MEET THE REQUIREMENTS OF CHAPTER 33 OF THE NYSCB.
- FENCES SHALL BE AT LEAST 8 FT HEIGHT
- FENCES SHALL BE BUILT SOLID

## FALL PROTECTION

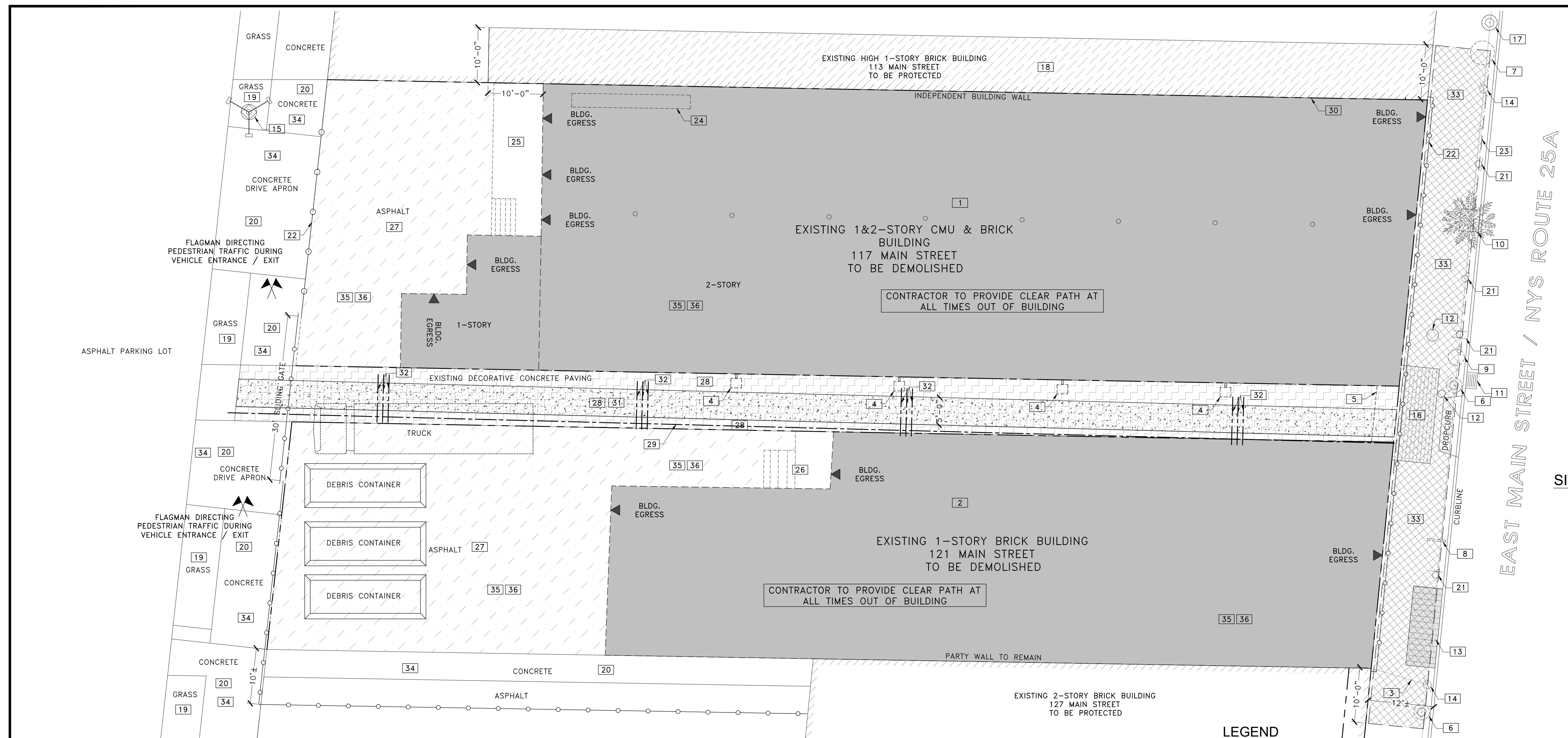
- FALL PROTECTION SHALL BE PROVIDED AT ALL LEADING EDGES IN COMPLIANCE WITH NEW YORK STATE BUILDING CODE AND OSHA REGULATIONS.
- WHEN WORKING WITHIN 6'-0" OF A LEADING EDGE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING WORKERS WITH PROTECTION FROM FALLING BY USE OF A PERSONAL FALL ARREST SYSTEM, INCLUDING FULL-BODY HARNESS, SHOCK-ABSORBING LANYARD OR SELF-RETRACTING LIFELINE, ANCHORAGE AND ANCHORAGE CONNECTOR, IN ACCORDANCE WITH NEW YORK STATE BUILDING CODE AND OSHA REGULATIONS

## MECHANICAL EQUIPMENT

LIST & FLOOR PLACEMENT OF HEAVY MECHANICAL EQUIPMENT TO BE USED FOR DEMOLITION OF STRUCTURE AND/OR DEBRIS HANDLING				
TYPE	MAKE/MODEL	OPERATING WEIGHT (LBS)	FLOOR LEVEL PLACEMENT	MIN. SEPARATION DISTANCE
SKID STEER	BOBCAT / S70	2,795	GROUND	20 FEET
SKID STEER	BOBCAT / S100	4,091	GROUND	20 FEET
SKID STEER	CAT / 226	5,830	GROUND	20 FEET
SKID STEER	CAT / 246	7,230	GROUND	20 FEET
MINI EXCAVATOR	CAT / 304E CR	8,497	GROUND	20 FEET
MINI EXCAVATOR	CAT / 305E CR	10,836	GROUND	20 FEET

## MECHANICAL EQUIPMENT USE RESTRICTIONS

- MECHANICAL EQUIPMENT OF SIMILAR WEIGHT AND DIMENSIONS OF THOSE LISTED ABOVE MAY BE SUBSTITUTED FOR USE AS APPROVED BY THE DEMOLITION ENGINEER.
- MECHANICAL EQUIPMENT MUST BE OPERATED BY A QUALIFIED OPERATOR EXPERIENCED IN THE USE OF THE MACHINE.
- NO MECHANICAL EQUIPMENT PERMITTED ON THE ROOF OR SECOND FLOOR
- PROVIDE A 1V:2H BERM AGAINST FOUNDATION WALLS PRIOR TO OPERATING MACHINES(S) NEAR UN-BRACED FOUNDATION WALLS.
- MINI EXCAVATOR(S) MAY BE USED FOR THE FOLLOWING OPERATIONS
  - LOAD OUT OF DEBRIS, EQUIPMENT OR OTHER MATERIALS
  - CRACKING 5" (W) CONCRETE SLAB-ON-GRADE
  - ASSISTING HAND DEMOLITION AT GROUND FLOOR LEVEL SEQUENCE BY GRASPING WOOD JOIST DURING CUTTING BY HAND AND LOWERING CUT WOOD JOIST TO FLOOR BELOW. WOOD JOIST SHALL NOT BE PULLED OR TWISTED BY THE EXCAVATOR.
  - ASSISTING HAND DEMOLITION BY GRASPING STEEL FRAMING DURING CUTTING BY HAND, AND LOWERING CUT STEEL FRAMING TO FLOOR BELOW. STEEL BEAMS SHALL NOT BE PULLED OR TWISTED BY THE EXCAVATOR.
- SKID STEER(S) MAY BE USED FOR THE FOLLOWING OPERATIONS
  - OPERATION ON GRA



### DEMOLITION SEQUENCING

1. PERFORM PRE-EXISTING SURVEY OF EXISTING AND ADJACENT STRUCTURES (WORK COMPLETED BY THE TOWN AND NOT INCLUDED IN THIS SCOPE)
2. MARK OUT ALL UTILITIES AND DISCONNECT BUILDING UTILITIES (WORK COMPLETED BY TOWN AND NOT INCLUDED IN THIS SCOPE)
3. REMOVE TRASH CAN, STREET LIGHTS, ORNAMENTAL BUILDING LIGHTS AT 117 MAIN STREET, ORNAMENTAL FENCE, PLANTING POT & BIKE RACK (WORK COMPLETED BY TOWN AND NOT INCLUDED IN THIS SCOPE)
4. CONSTRUCT STREET TREE, MANHOLE, STREET LIGHT, BRICK PAVER, YARD LIGHT AND DRAINAGE STRUCTURE PRIOR TO DEMOLITION
5. REMOVE STREET SIGNS AND STORE FOR RE-USE
6. CONSTRUCT SIDEWALK SHED, SCAFFOLDING AND TEMPORARY CONSTRUCTION FENCE
7. CONSTRUCT ROOF PROTECTION AT 113 MAIN STREET
8. PERFORM SOFT DEMOLITION ON NON-STRUCTURAL WALL & COMPONENTS IN 117 & 121 MAIN STREET
9. BLOCK UP OPENINGS BETWEEN 113 AND 117 MAIN STREET
10. REMOVE CONVEYOR IN 117 MAIN STREET

#### BEGIN DEMOLITION OF 117 MAIN STREET

11. UTILIZING HAND HELD POWER AND HAND TOOLS ONLY REMOVE ROOF PARAPETS, AND FACADE AT 117 MAIN STREET
12. BRACE SECOND STORY BRICK WALLS AT 10 FEET O.C. MAXIMUM AT 117 MAIN STREET AS REQUIRED
13. REMOVE ROOF DECKING
14. REMOVE WOOD JOISTS POCKETED INTO LOAD BEARING SECOND STORY MASONRY WALLS FOR A DISTANCE OF 15 FT; STOP.
15. UTILIZING HAND HELD POWER AND HAND TOOLS ONLY, REMOVE SECOND STORY MASONRY WALLS FOR A DISTANCE OF 15 FT. AND STOP. MASONRY WALLS SHALL NOT BE ALLOWED TO REMAIN. FREESTANDING FOR LENGTHS OR HEIGHTS EXCEEDING 15 FT FOR WALLS 8 THICK (WIDTH). REMOVAL OF MASONRY WALLS SHALL BE LIMITED TO (1) ONE BRICK AT A TIME. IN NO CASE SHALL MASONRY WALLS BE TOPPLED. INTERIOR ROOF COLUMNS SHALL BE BRACED AS REQUIRED.
16. REPEAT STEPS 14 & 15 IN THE NUMERICAL SEQUENCE AND DIRECTION SHOWN UNTIL THE REMOVAL OF THE WOOD JOIST AND SECOND STORY LOAD BEARING MASONRY WALLS ARE COMPLETE.
17. REMOVE ALL DEBRIS ONTO GROUND FLOOR UTILIZING HOISTWAY CHUTE.
18. USING SKID STEER AT GROUND LEVEL, REMOVE DEBRIS FROM GROUND FLOOR AND DISCARD INTO DUMPSTERS.
19. WATERPROOF PARGE-COAT EXTERIOR FACE OF NEWLY EXPOSED ADJOINING WALLS OF ADJACENT PROPERTY AT 113 MAIN STREET
20. REMOVE WOOD JOISTS POCKETED INTO LOAD BEARING FIRST STORY MASONRY WALLS FOR A DISTANCE OF 15 FT; STOP.
21. UTILIZING HAND HELD POWER AND HAND TOOLS ONLY, REMOVE FIRST STORY MASONRY WALLS FOR A DISTANCE OF 15 FT. AND STOP. MASONRY WALLS SHALL NOT BE ALLOWED TO REMAIN FREESTANDING FOR LENGTHS OR HEIGHTS EXCEEDING 15 FT FOR WALLS 8 THICK (WIDTH). REMOVAL OF MASONRY WALLS SHALL BE LIMITED TO (1) ONE BRICK AT A TIME. IN NO CASE SHALL MASONRY WALLS BE TOPPLED. INTERIOR COLUMNS SHALL BE BRACED AS REQUIRED.
22. REPEAT STEPS 20 & 21 IN THE NUMERICAL SEQUENCE AND DIRECTION SHOWN UNTIL THE REMOVAL OF THE WOOD JOIST AND LOAD BEARING FIRST STORY MASONRY WALLS ARE COMPLETE.

1. EXISTING BUILDING & FOUNDATION AT 117 MAIN STREET TO BE REMOVED (OPENING TO 113 MAIN ST. TO BE BLOCKED UP)
2. BUILDING & FOUNDATION AT 121 MAIN STREET TO BE REMOVED
3. UNDERGROUND UTILITIES TO BE MARKED OUT AND BUILDING UTILITIES TO BE DISCONNECTED BY TOWN PRIOR TO START OF WORK
4. EXISTING ORNAMENTAL BUILDING LIGHTS TO BE REMOVED BY TOWN PRIOR TO START OF WORK
5. EXISTING ORNAMENTAL FENCE TO BE REMOVED BY TOWN PRIOR TO START OF WORK
6. EXISTING STREET LIGHT TO BE REMOVED BY TOWN PRIOR TO THE START OF WORK
7. EXISTING PLANTING POT TO BE REMOVED BY TOWN PRIOR TO THE START OF WORK
8. EXISTING BIKE RACK TO BE REMOVED BY TOWN PRIOR TO THE START OF WORK
9. EXISTING TRASH CAN TO BE REMOVED BY TOWN PRIOR TO THE START OF WORK
10. EXISTING STREET TREE TO BE PROTECTED
11. EXISTING DRAINAGE STRUCTURE TO BE PROTECTED
12. EXISTING MANHOLE TO BE PROTECTED
13. EXISTING UTILITY VAULT AND GRATE TO BE PROTECTED
14. EXISTING UTILITY POLE AND SERVICE TO BE PROTECTED
15. EXISTING YARD LIGHT TO BE PROTECTED
16. EXISTING BRICK PAVERS TO BE PROTECTED
17. EXISTING STREET LIGHT TO BE PROTECTED
18. ADJACENT ROOF TO BE PROTECTED
19. EXISTING GRASS TO BE PROTECTED
20. EXISTING CONCRETE PAVING TO BE PROTECTED
21. EXISTING STREET SIGN TO BE REMOVED AND REPLACED AS PART OF THIS SCOPE
22. TEMPORARY 8 FOOT HIGH CONSTRUCTION FENCE INSTALLED AS PART OF THIS SCOPE AND REMOVED UPON COMPLETION OF WORK
23. TEMPORARY 12' HIGH SIDEWALK SHED INSTALLED AS PART OF THIS SCOPE AND REMOVED UPON COMPLETION OF WORK
24. EXISTING CONVEYOR TO BE REMOVED AS PART OF THIS SCOPE
25. EXISTING CONCRETE LOADING DOCK, STAIRS AND RAILING TO BE REMOVED AS PART OF THIS SCOPE
26. EXISTING CONCRETE PLATFORM, STAIRS AND RAILING TO BE REMOVED AS PART OF THIS SCOPE
27. EXISTING ASPHALT TO BE REMOVED AS PART OF THIS SCOPE. GRADE AREA AND SEED WITH GRASS AS PER OWNER
28. EXISTING DECORATIVE CONCRETE PAVING TO BE REMOVED AS PART OF THIS SCOPE. GRADE AREA AND SEED WITH GRASS AS PER OWNER
29. PROVIDE (1) 2" PVC CONDUIT 18" BELOW FINISHED GRADE
30. BLOCK UP OPENINGS BETWEEN 113 & 117 MAIN STREET
31. PROVIDE NEW 5 FEET WIDE x 4" THICK CONCRETE SIDEWALK (SEE TECHNICAL SPECIFICATIONS FOR DETAILS)
32. PROVIDE (2) 2" & (1) 4" PVC CONDUIT 18" BELOW FINISHED GRADE.
33. REPAIR / REPLACE SIDEWALK AT MAIN STREET AS REQUIRED TO MEET NYSDOT REQUIREMENTS
34. REPAIR / REPLACE SIDEWALK AT REAR OF BUILDINGS TO TOWN OR RIVERHEAD SATISFACTION
35. ALL CONCRETE DEBRIS, STONE & GRAVEL SHALL BE REMOVED FROM SITE AND REPLACED WITH CLEAN FILL GRADED TO SURROUNDING ELEVATIONS.
36. PROVIDE 4" OF TOPSOIL AND GRASS SEED OVER ENTIRE SITE IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS.

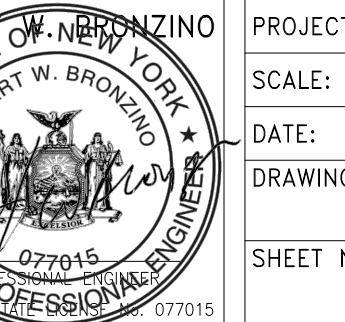
### SITE LOGISTIC NOTES

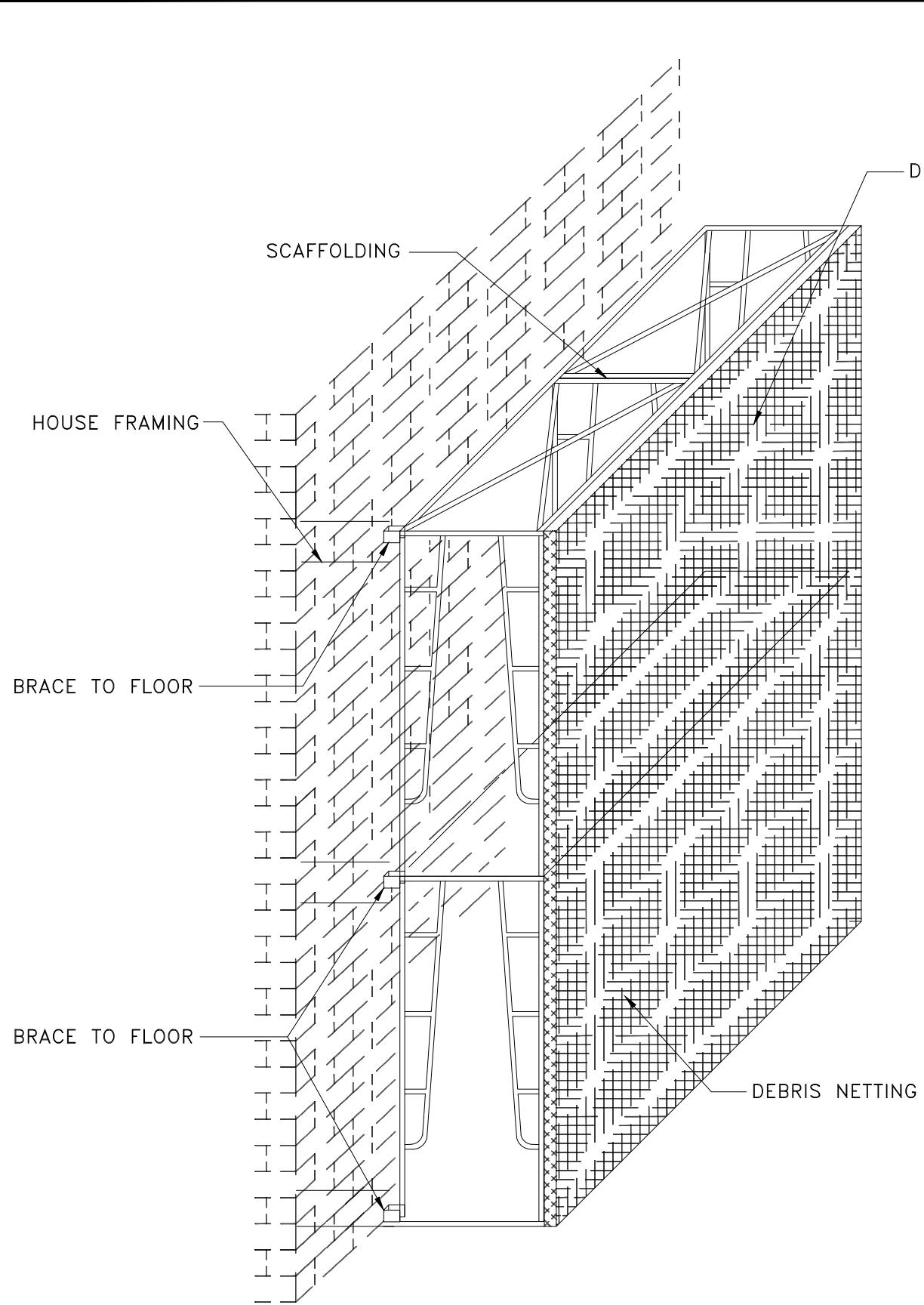
1. PROPOSED DEMOLITION WORK SHALL NOT INTERFERE WITH ADJACENT BUILDINGS' MEANS OF EGRESS.
2. REMOVAL OF DEMOLITION DEBRIS SHALL BE COMPLETED USING OPENINGS IN EXISTING FLOORS TO LOWER DEBRIS TO GROUND FLOOR LEVEL. REMOVAL OPERATIONS TO BE IN COMPLIANCE WITH CHAPTER 33 OF THE NYSBC.
3. MACHINERY UTILIZED TO FACILITATE DEMOLITION DEBRIS REMOVAL TO BE LOCATED ON GROUND FLOOR ONLY.
4. ALL DEBRIS SHALL BE STORED AND REMOVED FROM THE REAR OF THE SITE.
5. ALL CONCRETE, STONE & GRAVEL SHALL BE REMOVED FROM SITE AND REPLACED WITH CLEAN FILL GRADED TO SURROUNDING ELEVATIONS.

No.	DESCRIPTION	DATE	BY
 <b>BRONZINO ENGINEERING, P.C.</b> 100-3 SOUTH JERSEY AVE. EAST SETAUKEET, NY 11733 631-751-8299			

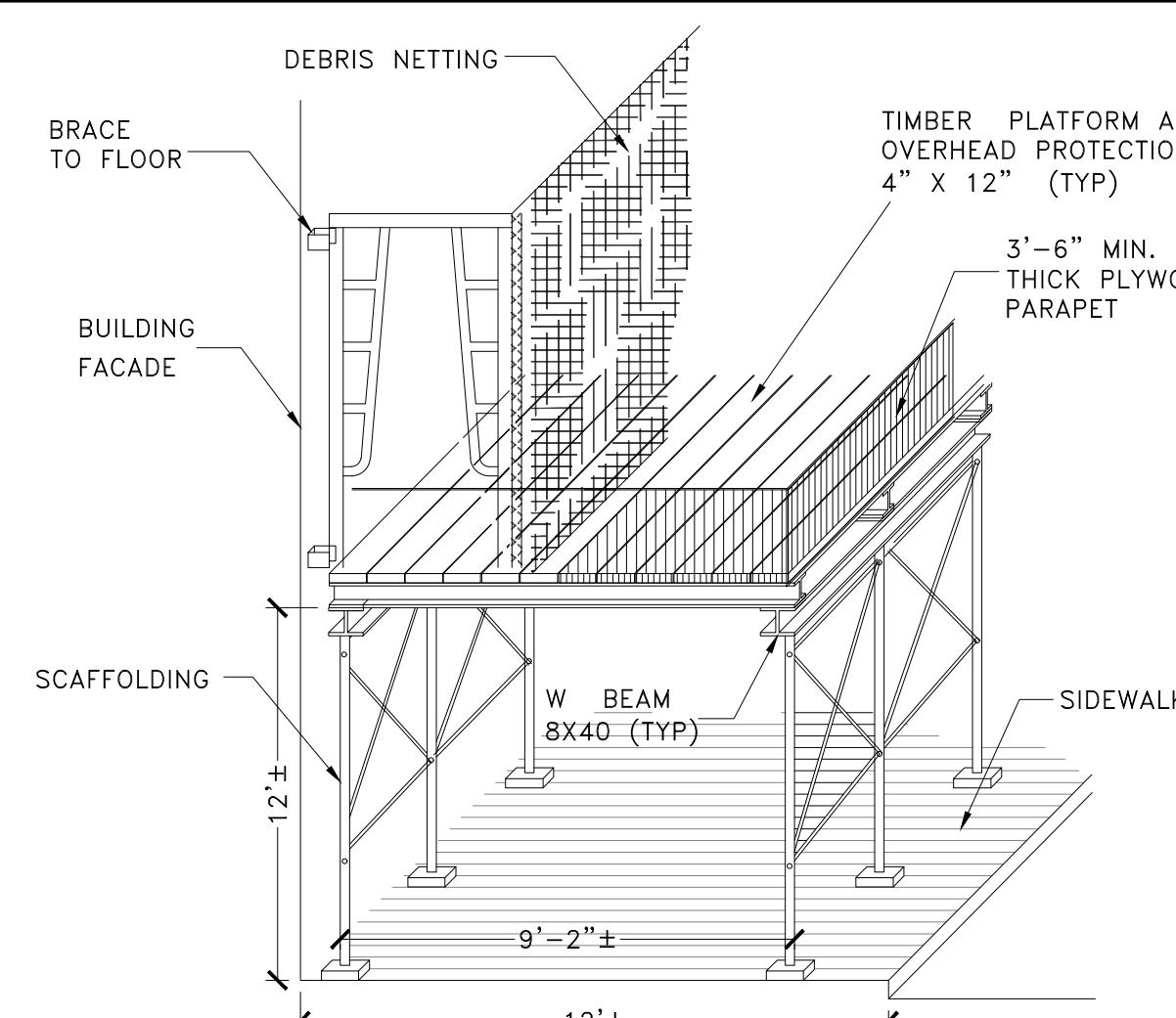
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### SITE LOGISTICS PLAN

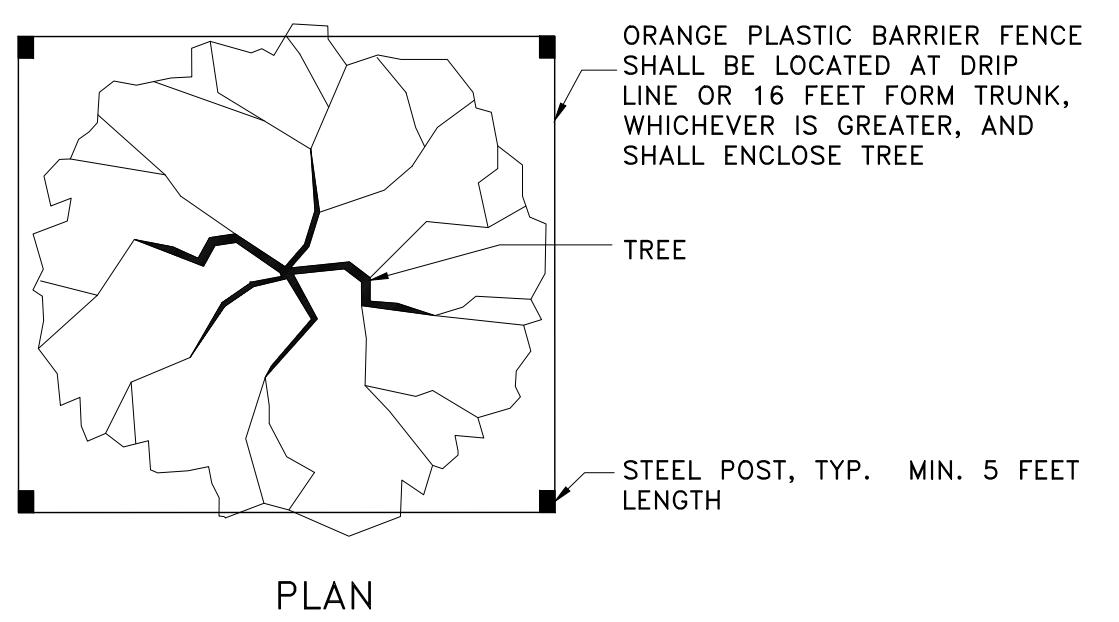
UNAUTHORIZED ALTERATION OR ADDITION TO THIS PLAN IS A VIOLATION OF SECTION 7209 OF THE NYS EDUCATION LAW. COPIES OF THIS PLAN NOT BEARING THE PROFESSIONAL ENGINEER'S INKED SEAL OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID TRUE COPY.			
 <b>ROBERT W. BRONZINO</b> PROJECT #: 210501 SCALE: AS NOTED DATE: 8/23/21 DRAWING NO: DM-100.00 SHEET NO: 3 OF 5			



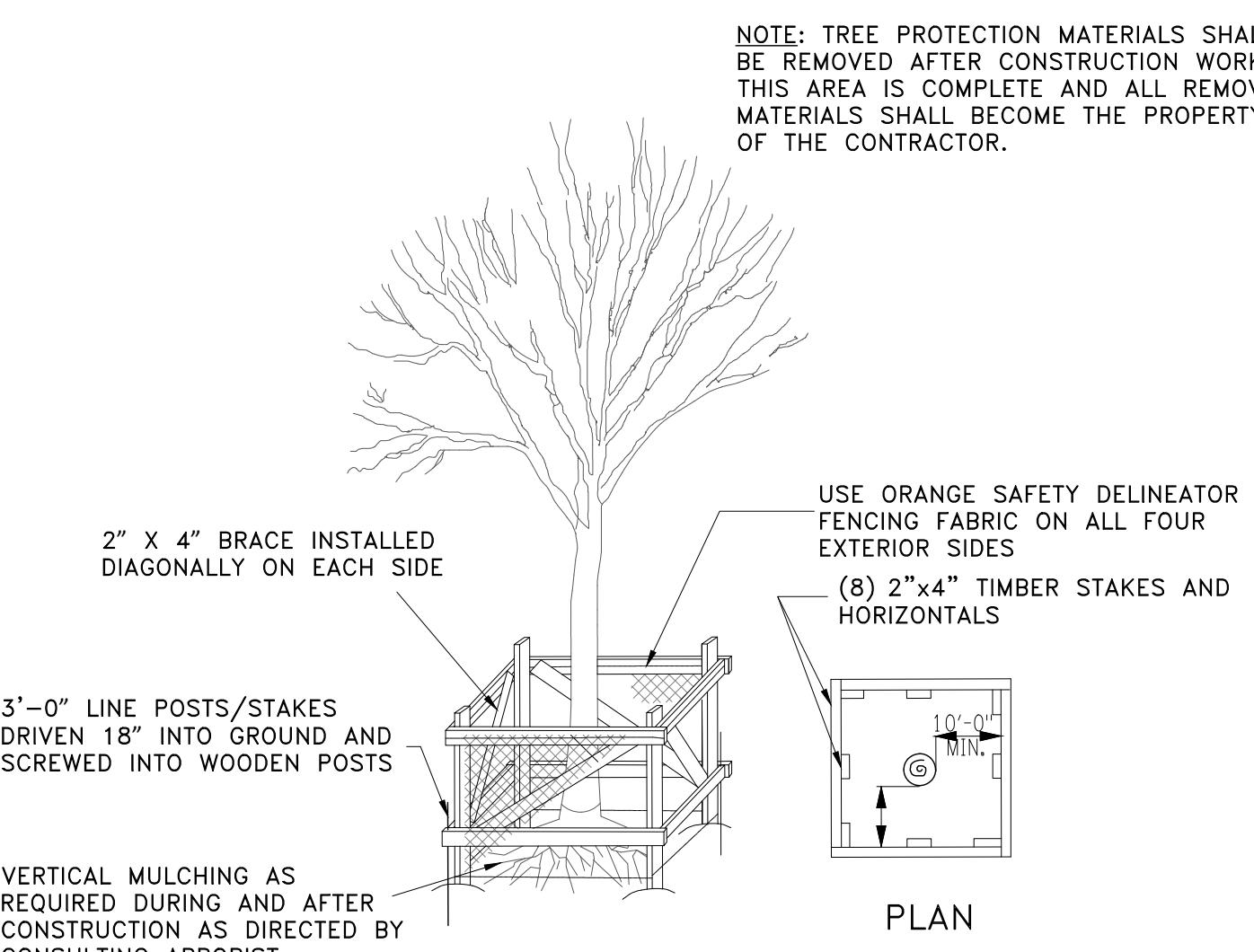
**A** SCAFFOLD & SAFETY NET DETAIL  
DM-300 NOT TO SCALE



**E** SIDEWALK PROTECTION ISOMETRIC DETAIL  
DM-300 NOT TO SCALE



**D** TEMP. TREE PROTECTION BARRIER  
FOR INDIVIDUAL TREE DETAIL  
DM-300 NOT TO SCALE

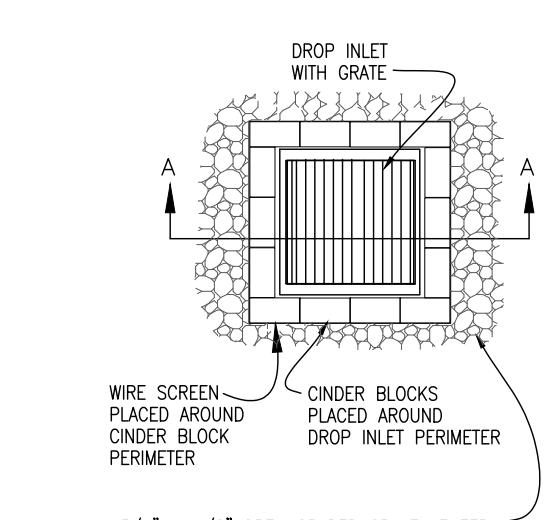


**B** TREE GUARD DETAIL  
DM-300 NOT TO SCALE

**C** TREE BRANCH TIE-BACK DETAIL  
DM-300 NOT TO SCALE

NOTE: COORDINATE LOCATION OF TREE GUARD IN FIELD. ADJUST PER THE DIRECTION OF CONSULTING ARBORIST OR REGIONAL LANDSCAPE ARCHITECT.

NOTE: AT LOCATIONS WHERE THE BRANCHES OF EXISTING TREES EXTEND OVER OR ARE CLOSE TO AN AREA WHERE WORK WILL BE PERFORMED, THE CONTRACTOR, UNDER THE SUPERVISION AND GUIDANCE OF THE ARBORIST, SHALL CAREFULLY TIE-BACK THE BRANCHES USING A LIGHTWEIGHT TARP AND ROPE, MAKING SURE THAT NO BRANCHES ARE BROKEN OR FOLIAGE DAMAGED. THE BRANCHES SHALL NOT BE TIED-BACK ANY LONGER THAN THE TIME NEEDED TO PERFORM WORK IMMEDIATELY ADJACENT TO THE TIE-BACK TREES. IN NO CASE SHALL THE BRANCHES BE TIED-BACK LONGER THAN 24 HOURS. COST TO BE INCLUDED IN THE PRICE BID FOR TREE PROTECTION ITEMS. TREE BRANCH TIE-BACK SHALL NOT BE USED DURING TIMES OF HIGH WINDS, PER DIRECTION OF CONSULTING ARBORIST, A.O.B.E.



PLAN VIEW

WIRE SCREEN PLACED AROUND CINDER BLOCK PERIMETER

3/4"-1 1/2" OPEN GRADED GRAVEL FILTER

PLAN VIEW

1/2" WIRE SCREEN TO PREVENT MOVEMENT OF GRAVEL

(2) CINDER BLOCKS STACKED 24" HIGH

OVERFLOW

RUNOFF

FILTERED RUNOFF

PLAN VIEW

1/2" WIRE SCREEN CURB INLET

3/4"-1 1/2" OPEN GRADED GRAVEL FILTER

CROSS SECTION D-D

CURB INLET BLOCK AND GRAVEL FILTER

(LOW VOLUME TRAFFIC AREAS ONLY)

3/4"-1 1/2" OPEN GRADED GRAVEL FILTER

CROSS SECTION C-C

CURB INLET GRAVEL AND WIRE MESH FILTER

(LOW VOLUME TRAFFIC AREAS ONLY)

3/4"-1 1/2" OPEN GRADED GRAVEL FILTER

CROSS SECTION B-B

DROP INLET EROSION BAILE FILTER

PLAN VIEW

1/2" WIRE SCREEN PLACED AROUND PERIMETER OF INLET CURB INLET BLOCK AND GRAVEL FILTER

PLAN VIEW

1/2" WIRE SCREEN PLACED AROUND PERIMETER OF INLET CURB INLET BLOCK AND GRAVEL FILTER

PLAN VIEW

1/2" WIRE SCREEN PLACED AROUND PERIMETER OF INLET CURB INLET BLOCK AND GRAVEL FILTER

PLAN VIEW

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PLAN VIEW

1/2" WIRE SCREEN PLACED AROUND PERIMETER OF INLET CURB INLET BLOCK AND GRAVEL FILTER

PLAN VIEW

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PLAN VIEW

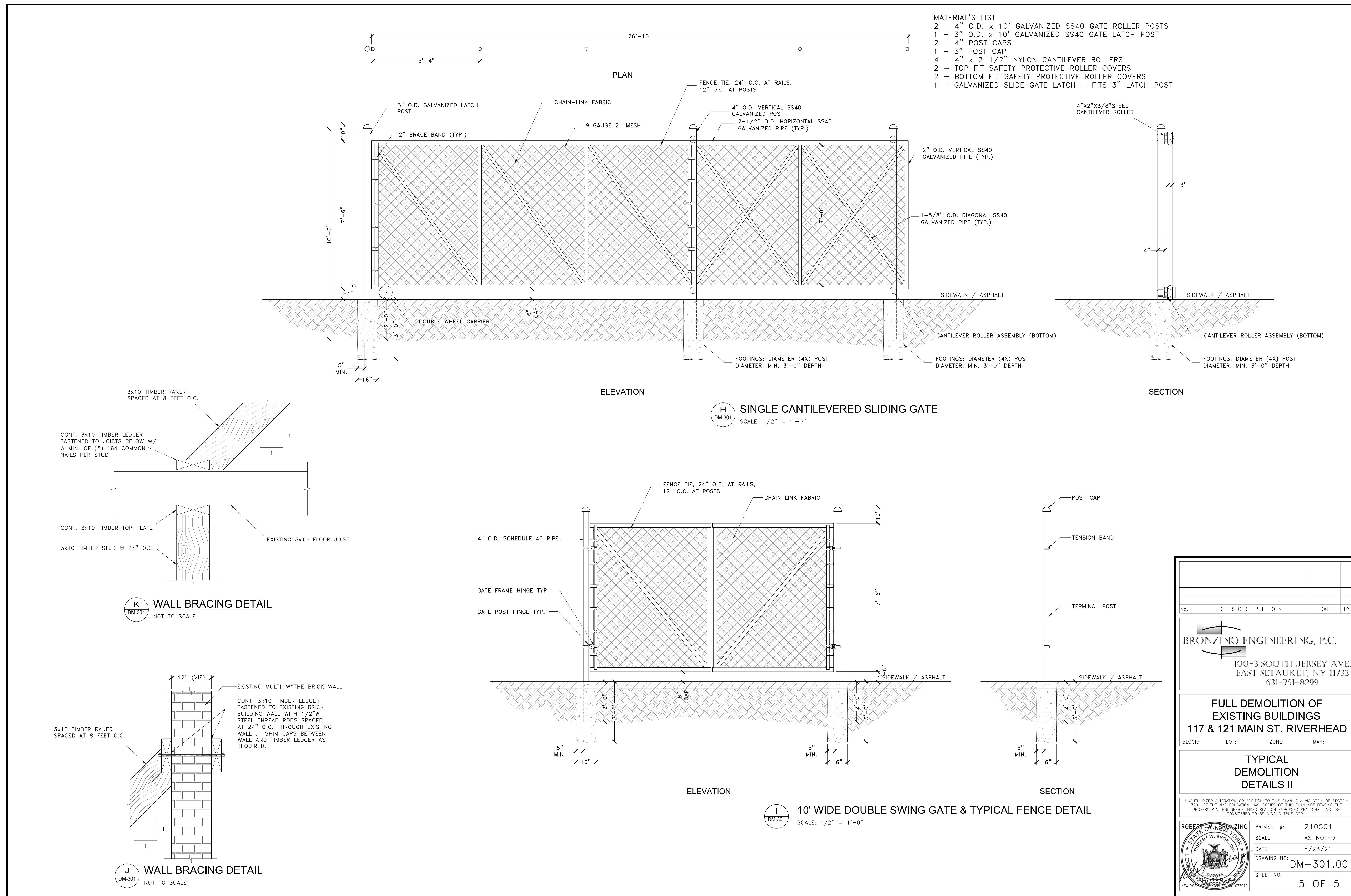
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PLAN VIEW

1/2" WIRE SCREEN PLACED AROUND PERIMETER OF INLET CURB IN



**TOWN OF RIVERHEAD  
ANNUAL CONSTRUCTION CONTRACT**

**ITEM NO. 9 CONCRETE SIDEWALK**

**1. DESCRIPTION**

- A. The work under this item shall consist of excavating, filling, compacting, disposal of excess soil, fine grading the subgrade, furnishing and installing cement concrete sidewalk four inches thick to the dimensions, details and at locations shown on the plans.
- B. The work shall include, but is not limited to, all excavating, filling, compacting, disposing of excess soil, fine grading, formwork, furnishing and placing reinforcement, furnishing, placing concrete, and performing all other operations necessary to complete the work according to specifications and grades. Excavating necessary to install sidewalk in is not considered demolition. Contractor shall be required to have area marked out for utilities. Contractor is required to work around existing drainage and other existing structures. Contractor is responsible for replacing or fixing damaged utilities as a direct result from this work.
- C. All materials and workmanship shall conform to the requirements of Section 501 of the Standard Specifications of the New York State Department of Transportation.
- D. At Town's option, Contractor shall be responsible for removing existing sidewalk as distinguished by pay item. When installing concrete sidewalk which requires the demolition of pavement, asphalt shall be sawcut a maximum 2' from the edge of the former or new sidewalk and removed before installation of new sidewalk.

**2. MATERIALS**

- A. Individual materials shall conform to the appropriate section of the Standard Specifications of the New York State Department of Transportation with the following modifications.
- B. The aggregates shall be non-reactive crushed stone or screened gravel and section 703-07 of the Standard Specification of the New York State Department of Transportation.
- C. The air entraining agent shall conform to the requirements Section 711-08 of the Standard Specification of the New York State Department of Transportation.
- D. The water for mixing and washing the aggregates shall be completely, free of organic acids, alkalis, oil and shall be suitable for drinking.
- E. The premolded joint filler shall conform to the requirements Section 705-07 of the Standard Specification of the New York State Department of Transportation.

**TOWN OF RIVERHEAD  
ANNUAL CONSTRUCTION CONTRACT**

- F. The joint sealer shall be a polysulfide type self leveling sealer "Coma Self Leveling Sealer" manufactured by Sika Chemical Corporation, Passaic, New Jersey, or an approved equal.
- G. Reinforcement shall be number 6 gauge cold drawn steel wire mesh, spacer size inches apart longitudinally and six inches apart transversely, and shall be placed three inches above the bottom of the slab. The reinforcement shall conform to the requirements of Section 709-02 of the Standard Specification of the New York State Department of Transportation.
- H. The membrane curing compound shall be clear or white and shall conform to the requirements Section 711-05 of the Standard Specification of the New York State department of Transportation.
- I. The forms shall be wood or steel. If wood is used, it shall be composed of first quality ACQ timber of a species approved by the Town Engineer or his representative. Wood forms shall be not less than two inches wide by five inches deep and shall be maintained in excellent condition at all times. Any warped, bent or otherwise damaged pieces shall be immediately discarded. All forms shall be kept thoroughly cleaned and oiled before placing concrete against them.

**3. CONSTRUCTION DETAILS**

- A. Mixing Requirements
  - a. The minimum cement factor shall be seven sacks per cubic yard of concrete.
  - b. The minimum permissible water-cement ratio shall be five gallons per sack of cement.
  - c. The average air content shall be five percent. The fine aggregate shall be reduced accordingly to provide the required air content.
  - d. The slump of the concrete shall not exceed four inches when tested in accordance with ASTM C-143. Batches or trucks showing more than this slump will be rejected and the contractor shall have no claim against the municipality of the Town Engineer or his representative for such rejection. This is the maximum limit and no tolerance above this limit will be permitted.

**B. Sampling and Testing**

- a. Sampling and testing will be done in accordance with the requirements of ASTM C-39 "Method of Test for Compressive Strength of Molded

TOWN OF RIVERHEAD  
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Cylinders". The testing shall be performed by a laboratory, to be approved by the Town Engineer or his representative and all testing cost will be borne by the Contractor.

- b. Tests of the concrete on random batches shall be supervised by the Town Engineer or his representative. At least one test comprising at least four cylinders shall be obtained each day when a minimum of 100 cubic yards of concrete is placed.
- c. The concrete shall show an average strength in compression of 4,000 p.s.i when sampled, creed and tested in 28 days in accordance with the above specification. To conform to this average strength the following requirements must be met.
  - i. The average of five consecutive tests shall be a minimum of 3,650 p.s.i. A test shall be the average strength found by testing two or more cylinders from a single batch.
  - ii. Four consecutive test falling below 4,000 p.s.i. shall constitute failure to meet the specifications and shall be sufficient basis to reject the areas continuing concrete delivered in those days.
  - iii. Not more than two tests in ten shall fall below 3,650 p.s.i.
  - iv. Where there is a question as to the quality of the concrete because of strength test failure, approval may be given to the contractor to sponsor alternate strength tests to verify or disprove the results. The tests and the basis of acceptance (or rejection) of the quality of the concrete by these alternate tests shall be agreed upon by the Town Engineer or his representative and the Contractor when approval is granted.

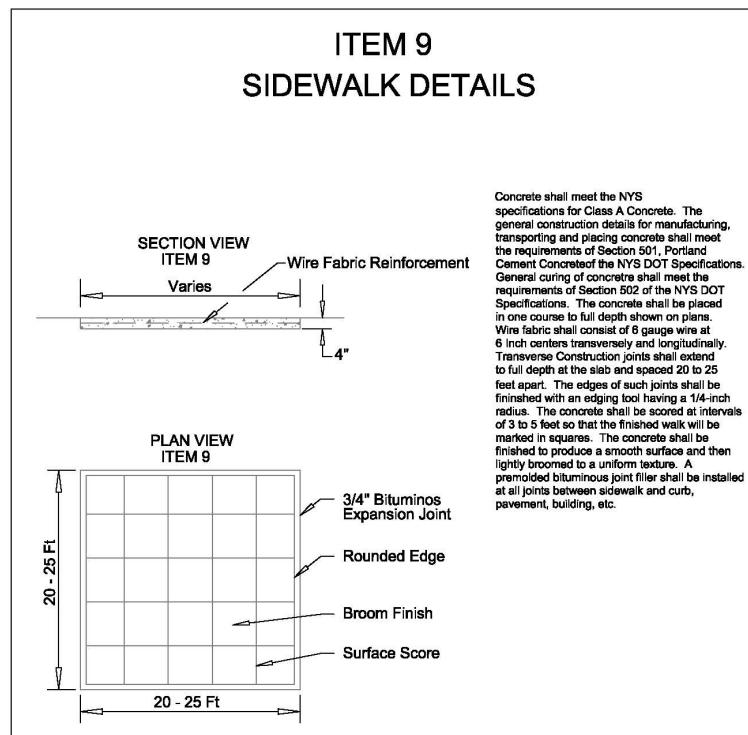
C. Excavation And Fill

- a. The Contractor shall perform all excavation, borrow fill, and fine grading required to construct the sidewalk to the grades shown on the plan or as directed by the Town Engineer or his representative. This shall include the removal and disposal of existing sidewalks, curbing, driveways, driveway aprons, asphalt, trees, shrubs, excess fill, etc. where shown on the plans or as required to construct the sidewalk. Note that removal of existing sidewalks, curbs, driveways, driveway aprons, asphalt, trees, shrubs etc. is a separate line Item No. 2U. The Town may use in-house labor to remove and dispose debris.
- b. Fill sections shall be placed in loose layers of not more than four inches and shall be thoroughly compacted with a mechanical tamper or a

**TOWN OF RIVERHEAD  
ANNUAL CONSTRUCTION CONTRACT**

vibratory compactor.

- c. The subgrade in excavated sections shall be thoroughly compacted with a mechanical tamper or vibratory compactor.
- d. Fine grading shall be such that the sidewalk will have a minimum thickness of four inches when measured or cored in place. The contractor shall provide a scratch template for use by the Town Engineer to check for the proper thickness before the concrete is placed.



- D. Forms - The side forms shall be placed true to line and grade and rigidly held in place by proper pins or stakes in such a manner that the section, when completed, will have the required thickness.

**E. Joints**

- a. Expansion joints  $\frac{1}{2}$  inch thick shall be placed at all points where the sidewalk abuts buildings, curb inlets, and at each side of driveways. The expansion joints at twenty four foot intervals along the longitudinal axis and at fifteen foot intervals along the transverse axis. Expansion joint filler shall be set  $\frac{1}{4}$  inches below the finished driveway and driveway apron grad and shall extend to the subgrade. The joint shall be sealed with the specified joint sealer.

TOWN OF RIVERHEAD  
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- b. Contraction joints shall be scored at intervals of three to five feet both longitudinally and transversely. For normal sidewalk work, these joints shall be installed at intervals equal to the width of the sidewalk but not less than five feet. The jointer or groover shall produce a groove  $\frac{3}{8}$  inches deep with a  $\frac{1}{4}$  inch radius at the surface. The groover shall produce a smooth finished joint having a width twice that of the edging tool.
- c. The edges of the sidewalk shall be finished with an approved edge not more than two inches wide with a radius of  $\frac{1}{4}$  inch that leaves a smooth finished edge.
- d. If shown on plans or ordered by the Town Engineer or his representative expansion joints as described in Section 2-5 of this specification shall be placed where the sidewalk abuts concrete curb or other structure and in lieu thereof the Contractor shall provide a cut joint  $\frac{1}{4}$  inch wide by  $\frac{1}{2}$  inch deep. This joint shall be filled with the specified joint sealer.

F. Placing of Concrete

- a. Before concrete may be placed each section of the subgrade shall be checked for depth with a scratch template and the subgrade corrected where insufficient depth is found.
- b. The subgrade shall not be frozen or muddy at the time the concrete is placed.
- c. The concrete shall be placed and thoroughly compacted. It shall be screeded flush with the top of the forms. After screeding it shall be further compacted with a wood float. The surface shall be tested with a straight edge ten feet long and all irregularities over  $\frac{1}{8}$  inch shall be immediately corrected.
- d. The final finish shall be delayed sufficiently so as to allow the concrete to set to such an extent that an excess of fine material will not be worked to the top in the finishing operations. No dry cement or mixture of dry cement and sand shall be sprinkled on the surface of the top course. The surface should be left slightly roughened so as to insure the greatest safety of foothold under all weather conditions.
- e. Sidewalks across driveways shall be constructed and paid for as specified under Item 11 "Cement Concrete Aprons".
- f. Weather limitation for concrete placement shall conform to the requirements of Section 502-3.01 of the Standard Specification of the New York State Department of Transportation.

**TOWN OF RIVERHEAD  
ANNUAL CONSTRUCTION CONTRACT**

**G. Curing and Protection**

- a. Upon stripping the side forms the sides shall be immediately backfilled.
- b. The contractor shall protect the sidewalk and keep it in first class condition until the completion of work. Any sidewalks that are damaged at any time previous to the final acceptance of the work shall be removed and replaced with a satisfactory sidewalk at the expense of the Contractor.
- c. No traffic of any kind will be permitted on the sidewalk for a period of at least five days after the sidewalk has been placed. Barricades and warning lights shall be provided by the Contractor to warn and protect the public.
- d. When conditions indicate that the temperature may drop to 35 degrees or below, the Contractor shall provide insulating blankets to cover and protect all work from freezing.

5. Contractor shall remove excess materials and grade up to either side of new sidewalk.

**END OF SECTION**

TOWN OF RIVERHEAD  
ANNUAL CONSTRUCTION CONTRACT

ITEM NO. 112 TOPSOIL AND SEED

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

**2. MATERIALS**

A. Topsoil shall be as specified for M47 – Topsoil from Borrow of Part II, Section 6, “Materials of Construction” of the SCDPW Standard Specifications.

B. Fertilizer shall be as specified for M54, type 3; the lime shall be limestone as specified for M52; and seed shall be as required for M58 and as follows:

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

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

**3. CONSTRUCTION DETAILS**

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

**TOWN OF RIVERHEAD  
ANNUAL CONSTRUCTION CONTRACT**

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

B. Handling Topsoil - If the condition of the soil is unsuitable due to excessive moisture, frost or other conditions, the Contractor shall cease work under this item until the soil is in a suitable condition.

C. Placing Topsoil - Topsoil shall be placed and spread over the areas shown on the plans, or as directed, to a 4" depth so that the completed work shall conform to the lines, thickness and grades specified. After the topsoil is spread, all large stiff clods, rocks, roots or other foreign matter shall be cleared and disposed of by the Contractor as approved so that the finished surfaces will be acceptable for subsequent work of seeding, sodding, planting or mulching.

D. Seeding Season - The seasons for seeding shall be March 15 to May 1 and August 15 to October 1 unless otherwise approved. The Contractor shall notify the Engineer at least 48 hours in advance of the time he intends to begin sowing seed and shall not proceed with such work until permission to do so has been obtained. When delays in operations carry the work beyond the dates which are specified, or when conditions of high winds, excessive moisture or ice are such that satisfactory results are not likely to be obtained for any stage of the work, the Engineer will stop the work. The work shall be resumed with the Engineer's approval when the desired results are likely to be obtained or when approved corrective measures and procedures are adopted. When sodding is to be done on the same general areas under the same contract, the sodding shall be done before the seed is sown and equipment used during seeding shall cause no damage to the sodded areas.

E. Rates - Application rates for turf establishment materials shall be as specified in the contract documents. When no rates for establishing turf are specified in the contract documents, the following shall apply per NYSDOT 610-3.02 A.:

Fertilizer	800 pounds per acre
Seed	85 pounds pure live seed per acre
Mulch	2 tons per acre
Mulch Anchorage	Manufacturer's recommended rate

F. Limitations - The contractor shall notify the Engineer at least 2 working days before the start of any seeding operation and shall not begin the work until the Engineer has given permission. When sodding and turf establishment are to be done in the same general areas, the sodding shall be done first, and equipment used during turf establishment shall not damage the sodded areas.

G. Inoculation of Leguminous Seeds - All seeds of leguminous plants requiring inoculation shall be inoculated prior to mixing or sowing unless otherwise

**TOWN OF RIVERHEAD  
ANNUAL CONSTRUCTION CONTRACT**

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

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

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

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

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

**TOWN OF RIVERHEAD  
ANNUAL CONSTRUCTION CONTRACT**

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

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

**END OF SECTION**

## **DEMOLITION OF 117 AND 121 EAST MAIN STREET**

### **BID AWARD ACKNOWLEDGEMENT**

I, \_\_\_\_\_ on behalf of \_\_\_\_\_  
(Name) (Identify Contractor/Vendor, i.e.: Self, Business or Corporate Entity)

acknowledge that I have read the bid specifications and all such terms and conditions, including the Town reservation of right to make purchases of materials, equipment, or supplies, or to contract for services, when available, through the county in which the political subdivision or district is located or through any county with-in the state as set forth in General Municipal Law 103(3) and the TOWN reserves the right to make purchases of materials, equipment, or supplies, or to contract for services available pursuant to sections one hundred sixty-one and one hundred sixty-seven of the state finance law through the office of general services as set forth in General Municipal Law 104 provided such purchase or service may be made upon the same terms, conditions and specifications at a lower price and fully understand and agree to all such terms and conditions set forth in the bid specifications.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

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

**DEMOLITION OF 117 AND 121 EAST MAIN STREET**

**FORM OF CONTRACT**

# **FORM OF CONTRACT FOR DEMOLITION OF BOTH 117 AND 121 EAST MAIN STREET**

THE TOWN OF RIVERHEAD  
DEMOLITION OF 117 AND 121 EAST MAIN STREET  
RIVERHEAD, NEW YORK

CONTRACT DATED \_\_\_\_\_, 20 \_\_\_\_ BY AND BETWEEN THE TOWN OF  
RIVERHEAD (HEREIN CALLED THE "OWNER" AND \_\_\_\_\_  
(HEREIN CALLED THE "CONTRACTOR")

WITNESSETH, 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 and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

\_\_\_\_\_  
(written in words) \_\_\_\_\_ Dollars \_\_\_\_\_  
\_\_\_\_\_  
(figures)

ATTEST: TOWN OF RIVERHEAD

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

**FORM OF CONTRACT FOR DEMOLITION OF ONLY**  
**117 EAST MAIN STREET**

THE TOWN OF RIVERHEAD  
DEMOLITION OF 117 AND 121 EAST MAIN STREET  
RIVERHEAD, NEW YORK

CONTRACT DATED \_\_\_\_\_, 20 \_\_\_\_ BY AND BETWEEN THE TOWN OF  
RIVERHEAD (HEREIN CALLED THE "OWNER" AND \_\_\_\_\_  
(HEREIN CALLED THE "CONTRACTOR")

WITNESSETH, 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 and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

\_\_\_\_\_  
(written in words) \_\_\_\_\_ Dollars \_\_\_\_\_  
\_\_\_\_\_  
(figures)

ATTEST: TOWN OF RIVERHEAD

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

# **FORM OF CONTRACT FOR DEMOLITION OF ONLY**

## **121 EAST MAIN STREET**

THE TOWN OF RIVERHEAD  
DEMOLITION OF 117 AND 121 EAST MAIN STREET  
RIVERHEAD, NEW YORK

CONTRACT DATED \_\_\_\_\_, 20 \_\_\_\_ BY AND BETWEEN THE TOWN OF RIVERHEAD (HEREIN CALLED THE "OWNER" AND \_\_\_\_\_ (HEREIN CALLED THE "CONTRACTOR")

WITNESSETH, 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 and seals, and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

\_\_\_\_\_  
(written in words) \_\_\_\_\_ Dollars \_\_\_\_\_  
\_\_\_\_\_  
(figures)

ATTEST: TOWN OF RIVERHEAD

\_\_\_\_\_  
SUPERVISOR

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
TITLE

DEMOLITION OF 117 AND 121 EAST MAIN STREET  
RIVERHEAD, NEW YORK

**FORM OF CONTRACT**

STATE OF NEW YORK

)  
)ss:

COUNTY OF SUFFOLK )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ 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

DEMOLITION OF 117 AND 121 EAST MAIN STREET  
RIVERHEAD, NEW YORK

**FORM OF CONTRACT**

Acknowledgement by Contractor if a PARTNERSHIP

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

On this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_, 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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_ 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

DEMOLITION OF 117 AND 121 EAST MAIN STREET  
RIVERHEAD, NEW YORK

## FORM OF CONTRACT

## Acknowledgement by Contract if a CORPORATION

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, 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

## **APPENDIX “A”**

# **NEW YORK STATE DEPARTMENT OF LABOR PREVAILING WAGE RATES AND FORMS**

## **DEMOLITION OF 117 AND 121 EAST MAIN STREET**

**New York State Law requires you to keep detailed payroll records for each person employed on public work including name, address, telephone number, Social Security number, occupational classification in which worked, hourly wage rate paid, supplements provided, daily and weekly number of hours worked in each classification, deductions made, and actual wages paid.**

**Further, the law requires that “Every contractor and subcontractor submit to the Department of Jurisdiction (Town of Riverhead) a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury.”**

**Certified payroll records are to be submitted with every invoice as a requirement for payment.**

**Certified payroll records should reference their corresponding invoice number and contract number.**

**Please submit all certified payrolls for this contract utilizing the attached forms for submission, as designated by the New York State Department of Labor.**

**Invoices will not be processed unless the completed forms are submitted in accordance with these guidelines.**

## WEEKLY PAYROLL

**For Contractor's Optional Use. The use of this form meets payroll notification requirements; as stated on the Payroll Records Notification.**

NAME OF CONTRACTOR <input type="checkbox"/>		SUBCONTRACTOR <input type="checkbox"/>		ADDRESS											
FEIN	FOR WEEK ENDING			PROJECT AND LOCATION						PROJECT OR CONTRACTOR NO.					
(1) NAME, ADDRESS, AND LAST 4 DIGITS OF SOCIAL SECURITY NUMBER OF EMPLOYEE		(2) NO. OF WITH- HOLDINGS	(3) WORK CLASSIFICATION	4) DAY AND DATE			(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				(9) NET WAGES PAID FOR WEEK	
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Date \_\_\_\_\_

I \_\_\_\_\_ (Name of signatory party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_

\_\_\_\_\_  
(Contractor or Subcontractor)

\_\_\_\_\_, that during the payroll period commencing on the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
all persons employed on said project have been paid the full weekly wages earned, that no  
rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_  
(Contractor or Subcontractor) from the full

weekly wages earned by any person and that no deductions have been made either directly or  
indirectly from the full wages earned by any person, other than permissible deductions as  
defined in Articles 8 and 9 and described below:

(2) That any payrolls submitted for the above period are correct and complete; that the  
wage rates for laborers, workers, or mechanics contained therein are not less than the  
applicable wage rates contained in any wage determination incorporated into the contract; that  
the classifications set forth therein for each laborer, worker or mechanic conform with the work  
he/she performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide  
apprenticeship program registered with a State apprenticeship agency recognized by the Bureau  
of Apprenticeship and Training, United States Department of Labor, or if no such recognized  
agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United  
States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- In addition to the basic hourly wage rates paid to each laborer, worker or mechanic listed  
in the above referenced payroll, payments of fringe benefits as listed in the  
contract have been or will be made to appropriate programs for the  
benefit of such employees, except as noted in Section 4(c).

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer, worker, or mechanic listed in the above-referenced payroll has been  
paid, as indicated on the payroll, an amount not less than the sum of the  
applicable basic hourly wage rate plus the amount of the required fringe benefits  
as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR  
TO CIVIL OR CRIMINAL PROSECUTION. SEE ARTICLES 8 AND 9.



**Department  
of Labor**

**BUREAU OF PUBLIC WORK**

CASE ID # \_\_\_\_\_

PRC # \_\_\_\_\_

**OFFICIAL USE ONLY**

**CERTIFICATION OF OFFICER OF CONTRACTOR OR SUBCONTRACTOR**

I, \_\_\_\_\_, am an officer with the title

NAME OF OFFICER

of \_\_\_\_\_ in the firm of \_\_\_\_\_

and am authorized by that firm to sign and swear to the validity and accuracy of the statements below:

(1) I pay or supervise the payment of laborers, workers and mechanics employed by

\_\_\_\_\_ on the \_\_\_\_\_

project. During the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ and ending the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_, all laborers, workers and mechanics employed on said project were paid the wages and supplements recorded as earned on the attached payroll records. No deductions have been made either directly or indirectly from the wages and supplements other than deductions shown on the payroll records.

(2) The payroll records submitted for the above period and attached hereto are correct and complete. The number of hours shown for each employee reflects the actual hours worked by that employee. The classification shown for each employee is accurate and conforms with the work he or she performed.

Signed \_\_\_\_\_

Title of Officer \_\_\_\_\_

Name of Firm \_\_\_\_\_

Address \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

NOTARY PUBLIC OR OFFICIAL AUTHORIZED TO ADMINISTER OATHS

**THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE SIGNATORY OF THIS CERTIFICATION AND CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION.**



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Riverhead

Teresa Baldinucci, Purchasing Agent  
200 Howell Ave  
Riverhead NY 11901

Schedule Year 2020 through 2021  
Date Requested 01/20/2021  
PRC# 2021000593

Location Riverhead, NY  
Project ID#  
Project Type Demolition and rubble removal of 2 buildings located within the Town of Riverhead

### **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](http://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](http://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](http://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](http://www.labor.ny.gov).

### **Payrolls and Payroll Records**

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

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

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

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

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

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

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

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

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

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

## **Withholding of Payments**

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

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

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

## **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

Teresa Baldinucci, Purchasing Agent  
200 Howell Ave  
Riverhead NY 11901

Schedule Year 2020 through 2021  
Date Requested 01/20/2021  
PRC# 2021000593

Location Riverhead, NY  
Project ID#  
Project Type Demolition and rubble removal of 2 buildings located within the Town of Riverhead

### 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](http://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](mailto: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](http://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.

(12.20)

**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*

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**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:

<ul style="list-style-type: none"><li>• <b>Civil Penalty</b></li><li>• <b>Criminal Penalty</b></li></ul>	<p>First offense: Up to \$2,500 per employee</p> <p>Subsequent offense(s): Up to \$5,000 per employee</p> <p>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.</p> <p>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.</p>
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**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](mailto: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](http://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](http://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](http://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

01/01/2021

#### 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

01/01/2021

#### 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

01/01/2021

**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

8-1556 Db

### Carpenter

01/01/2021

**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****01/01/2021****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

<b>Carpenter</b>	<b>01/01/2021</b>
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**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

<b>Carpenter</b>	<b>01/01/2021</b>
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**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

01/01/2021

### 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, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

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

#### WAGES

Per hour: 07/01/2020 10/18/2020

Core Drilling:

Driller	\$ 41.19	\$ 41.74
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Driller Helper	32.62	32.92
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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
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#### OVERTIME PAY

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

#### HOLIDAY

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

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

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

8-1536-CoreDriller

## Carpenter - Building / Heavy&Highway

01/01/2021

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

DISTRICT 4

#### ENTIRE COUNTIES

Nassau, Suffolk

#### WAGES

Per Hour: 07/01/2020

Carpenter	\$ 49.89
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(Building)	\$ 49.89
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Carpenter	\$ 49.89
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(Heavy Highway)	\$ 49.89
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"NOTE" ADD 15% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERMENTAL 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

01/01/2021

### 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**

**01/01/2021**

**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**

**01/01/2021**

**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
Electrcian/Wireman	16% of Hourly	16% of Hourly

(all catagories)	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

01/01/2021

### 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**

**01/01/2021**

### **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 Management 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

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**

**01/01/2021**

### **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**

**01/01/2021**

**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

#### **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**

**01/01/2021**

### **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	5/31/2021
Glazier	\$ 57.55	Additional \$ 2.00
*Scaffolding	58.55	
Glass Tinting &	29.17	
Window Film		
**Repair & Maintenance	29.17	

\*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
Journeyworker	\$ 34.59
Glass tinting &	20.29
Window Film	
Repair & Maintenance	20.29

### **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

1st term	\$ 20.14
2nd term	28.21
3rd term	34.10
4th term	45.80

Supplemental Benefits:

(Per hour)	
1st term	\$ 16.16
2nd term	22.76
3rd term	25.16
4th term	29.73

8-1087 (DC9 NYC)

## Insulator - Heat & Frost

01/01/2021

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

## ENTIRE COUNTIES

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

## WAGES

Per Hour: 07/01/2020

Insulators	\$ 34.16
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

01/01/2021

**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	Additional \$ 1.36

Ironworker Stone	
Derrickman	\$ 67.13

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 40.94
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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

Supplemental benefits:

Per hour:	\$20.93	\$31.23	\$31.23	\$31.23
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9-197D/R

**Ironworker**

**01/01/2021**

**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	Additional \$ 1.25
Chain Link Fence	45.65	
Guide Rail	45.65	

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker:	\$ 58.05

**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%
----------	-----

Supplemental Benefits per hour:

5th Term	52.38
----------	-------

Apprentices Hired after 9/1/18:

1 year terms

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

Supplemental Benefits per hour:

1st Term	\$ 17.61
2nd Term	18.86
3rd Term	52.58
4th Term	TBD

4-580-Or

**Ironworker**

**01/01/2021**

**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:	Additional
Structural	\$1.75/Hr.
Bridges	
Machinery	

**SUPPLEMENTAL BENEFITS**

PER HOUR:

Journeyman                    \$ 81.35

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$27.45
2nd	\$28.05
3rd - 6th	\$28.66

Supplemental Benefits

PER HOUR:

All Terms                    \$56.15

4-40/361-Str

**Ironworker**

**01/01/2021**

**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
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### 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:

Wages Per Hour:

1st term \$ 22.55	2nd term \$ 28.38	3rd term \$ 34.68	4th Term \$ 37.18
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### SUPPLEMENTAL BENEFITS

Per Hour:

1st term \$ 18.17	2nd term \$ 21.34	3rd term \$ 22.00	4th Term \$ 20.50
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4-46Reinf

## Laborer - Building

01/01/2021

### 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  
Asbestoies Abatment 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

Benefits per hour

1st Term	\$ 20.75
2nd Term	22.69

3rd Term	22.69
4th Term	22.69

4-66

## **Laborer - Heavy&Highway**

**01/01/2021**

### **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
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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****01/01/2021****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****01/01/2021****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- 751- 1501- 2251- 3001- 3751- 4501- 5251- 6001- 6501-  
750 1500 2250 3000 3750 4500 5250 6000 6750 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*	\$12.55*	\$15.06*	\$15.06*	\$16.06*	\$17.56*	\$18.56*	\$18.56*	\$16.56*	\$21.81*	
+\$ .66	+\$ .70	+\$ .80	+\$ .85	+\$ 1.23	+\$ 1.27	+\$ 1.62	+\$ 1.67	+\$ 5.82	+\$ 6.31	

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

9-7/52A

## Mason - Building

01/01/2021

### 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\* \$ 25.81\*  
+ \$11.47 + \$11.72

Mosaic & Terrazzo Finisher \$ 25.61\* \$ 25.81\*  
+ \$11.45 + \$ 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 \$4.55* +\$6.32	2nd \$11.52* +\$8.13	3rd \$15.37* +\$10.84	4th \$17.93* +\$12.65	5th \$20.49* +\$14.46	6th \$23.05* +\$16.22
07/01/2020						
01/01/2021						

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

9-7/3

## Mason - Building

01/01/2021

### 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

01/01/2021

### 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	\$57.34
01/14/2021	\$24.36	\$27.38	\$30.43	\$33.48	\$36.53	\$39.56	\$42.61	\$45.66	\$51.74	\$57.83

Supplemental Benefits per hour:

1st 07/01/2020	2nd \$20.14	3rd \$21.58	4th \$23.02	5th \$24.42	6th \$25.85	7th \$27.29	8th \$28.72	9th \$30.12	10th \$32.98	
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

**Mason - Building**

01/01/2021

**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****01/01/2021****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****01/01/2021****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



**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**

01/01/2021

**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

4-1PCC

**Operating Engineer - Building**

01/01/2021

**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), Cherrypicker 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 Screeed, Loading Machine (Bucket/CAP 10ynds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

**CLASS "B":**

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

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

	07/01/2020	6/01/2021
Class "AA"	\$ 81.82	Additional \$ 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 recieve 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

01/01/2021

### 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 time rate plus \$ 12.50 10% of straight 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 BENIFITS

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**

**01/01/2021**

**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 Graple, Tank Work, Track Alignment Machine.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveyer-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
Class "AA"	\$ 81.07	Additional \$ 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**

**01/01/2021**

### **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

## **Operating Engineer - Marine Dredging**

**01/01/2021**

### **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 \$ 40.31 \$ 41.42

Deck Captain, Leverman

Mechanical Dredge Operator

Licensed Tug Operator 1000HP or more.

CLASS A2 35.92 36.91

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer  
Dozer,Front Loader  
Operator on Land  
Prevailing Wage in locality where work  
is being performed including benefits.

CLASS B1 34.86 35.82

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

CLASS B2 32.82 33.72  
Certified Welder

CLASS C1 31.92 32.80  
Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer

CLASS C2 30.89 31.74  
Boat Operator

CLASS D 25.66 26.37  
Shoreman, Deckhand, Oiler,  
Rodman, Scowman, Cook,  
Messman, Porter/Janitor

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2020 \$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	10/01/2020 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
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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
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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
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**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**

01/01/2021

**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**

01/01/2021

**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****01/01/2021****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****01/01/2021****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 HAvn, 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
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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**

**01/01/2021**

### **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

01/01/2021

#### 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
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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
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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**

**01/01/2021**

#### **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
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Journeyworker:

All classification	\$ 9.94
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#### **OVERTIME PAY**

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

#### **HOLIDAY**

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

## REGISTERED APPRENTICES

Wages per hour:

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

07/01/2020

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

01/01/2021

### 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*
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Spraying Fireproofing

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 22.37
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### 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
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2nd term	\$ 15.14
3rd term	\$ 16.89
4th term	\$ 17.76

9-262

**Plumber**

**01/01/2021**

**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

**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 Journeyman's wage:

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

Supplemental Benefits 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**

**01/01/2021**

**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
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**OVERTIME PAY**

See (A, E, Q, \*V) on OVERTIME PAGE  
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

	07/01/2020	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

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<b>Plumber</b>	<b>01/01/2021</b>
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**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 Maintance

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<b>Roofer</b>	<b>01/01/2021</b>
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**JOB DESCRIPTION** Roofer **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour	07/01/2020	05/01/2021
ROOFER/Waterproofer		

Total Wage to be Paid	\$ 49.25	Additional \$2.50/Hr.
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"Base" Wage	\$ 44.25**
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**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofer	\$ 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

01/01/2021

#### 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

01/01/2021

#### 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**

**01/01/2021**

**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
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**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**

**01/01/2021**

**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 Temp Heat/AC	Wages \$ 129.96	Benefit \$ 108.08
	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	\$ 86.06
Enrolled After 07/01/2017		\$ 61.00	\$ 71.06	\$ 81.04

4-638A-StmSpFtr

**Teamster - Asphalt Delivery**

**01/01/2021**

**JOB DESCRIPTION** Teamster - Asphalt Delivery

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**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**

**01/01/2021**

### **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**

**01/01/2021**

**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

Concrete Delivery \$ 40.005

Light Construction Work:

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

TRUCK DRIVER

07/01/2020

Concrete Delivery \$ 36.815

**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**

**01/01/2021**

**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 \$ 37.545  
(Chauffeurs)

**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 GOVERMENTAL MANDATED off shift work.

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

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

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

**HOLIDAY**

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

4-282

**Welder**

**01/01/2021**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2020

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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



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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)  Contracting Agency  Architect or Engineering Firm  Public Work District Office Date:  

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

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

2. NY State Units (see Item 5)

- 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)

Telephone: ( )

Fax: ( )

E-Mail:

3. SEND REPLY TO  (check if new or change)

Name and complete address:

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

Telephone: ( )

Fax: ( )

E-Mail:

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

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

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## **APPENDIX “B”**

# **WMBE DOCUMENTATION AND FORMS**

## **DEMOLITION OF 117 AND 121 EAST MAIN STREET**

## PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBEs

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises ("MBEs") and Women-owned Business Enterprises ("WBEs"), collectively MWBEs.
- b) For purposes of this project, ESD hereby establishes the following MWBE participation requirements:

**Overall MWBE Participation Requirement: 30% (totaling no less than \$240,000)**

- c) For purposes of providing meaningful participation by MWBEs on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by MWBEs on the project.

- d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD's effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov).

The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

- f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
  - If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
  - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
  1. If a Recipient fails to submit an MWBE Utilization Plan;
  2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
  3. If a Recipient fails to submit a request for waiver; or
  4. If ESD determines that the Recipient has failed to document "Good Faith Efforts."
- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.

- k) The Recipient understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
- l) The Recipient understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.
- m) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10<sup>th</sup> day following either the end of each (i) month, for construction contracts in excess of \$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10<sup>th</sup> day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- n) “Good Faith Efforts” is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate “Good Faith Efforts”, Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding “Good Faith Efforts,” please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:

[http://esd.ny.gov/MWBE/Data/OFFICIAL COMPILED OF MWBEREGS.pdf](http://esd.ny.gov/MWBE/Data/OFFICIAL%20COMPILED%20OF%20MWBEREGS.pdf)

- o) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "Good Faith Efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.
- p) Recipient's demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov). Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. All forms can be found at: <https://esd.ny.gov/about-us/corporate-info>. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov);
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:

Empire State Development  
Office of Contactor & Supplier Diversity  
633 Third Avenue, 35<sup>th</sup> Floor  
New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

## PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED SDVOBs

It is the policy of ESD to comply with and implement the provisions of New York State Executive Law Article 17-B and 9 NYCRR Part 252 (SDVOB Regulations) for all State contracts, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

For purposes of this project, the Grantee is encouraged to solicit and utilize NYS certified Service Disabled Veteran-owned Businesses ("SDVOBs") for any contractual opportunities generated in connection with the project.

- a) For purposes of providing meaningful participation by SDVOBs on the project, Recipient should reference the directory of New York State certified SDVOBs found at the following internet address: <https://online.ogs.ny.gov/SDVOB/search>  
Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by SDVOBs on the project.
- b) If NYS-certified SDVOB firms are utilized in the grant, Recipient is to provide a Utilization Plan to report on expected utilization ([Form OCSD-4](#)).
- c) Recipient is then required to submit a periodic SDVOB Compliance and Payment Report to OCSD by the 10<sup>th</sup> day following each end of month, for construction contracts in excess of \$100,000, or quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. For additional information regarding this process, please contact OCSD. Compliance and payment reports may also be completed manually ([Form OCSD-6](#)) and submitted to the assigned OCSD Project Manager.

"Good Faith Efforts" is the standard applied to the SDVOB participation requirement in all applicable ESD incentives. As SDVOB utilization is encouraged, rather than required, for this project, Recipients are encouraged to adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include SDVOB participation in all categories where SDVOB participation potential exists. For additional details regarding Good Faith Efforts, please review section [252.2\(m\) of NYCRR 9 \(SDVOB Rules and Regulations\)](#), found at: <https://ogs.ny.gov/Veterans/>

Any questions relating to the SDVOB requirements stated herein may be directed to ESD's Office of Contractor and Supplier Diversity at [OCSD@esd.ny.gov](mailto:OCSD@esd.ny.gov) or to the assigned OCSD Project Manager.

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.



**OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

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I, \_\_\_\_\_ (CONTRACTOR OR GRANT REPRESENTATIVE),

the \_\_\_\_\_ (GRANTEE/COMPANY NAME)

agree to adopt the following policies with respect to the project being developed or services rendered at

**NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

**MWBE PARTICIPATION (MWBE)**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.



**OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

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- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

**SDVOB PARTICIPATION (SDVOB)**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.
- (2) Request a list of State-certified SDVOBs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
- (6) Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.

Agreed on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

By: \_\_\_\_\_  
(SIGNATURE)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



**OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

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**Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison**

\_\_\_\_\_ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

**M/WBE Contract Goals**

\_\_\_\_% Minority Business Enterprise Participation  
\_\_\_\_% Women's Business Enterprise Participation  
\_\_\_\_% **TOTAL/OVERALL M/WBE Participation Goal**

**EEO Contract Goals**

NOT APPLICABLE % Minority Labor Force Participation  
NOT APPLICABLE % Female Labor Force Participation

**SDVOB Contract Goals**

\_\_\_\_% Service Disabled Veteran Business Participation

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(Signature of Contractor's Authorized Representative)

**\*Name:** \_\_\_\_\_

**\*Company:** \_\_\_\_\_

**\*Title:** \_\_\_\_\_

**\*Phone:** \_\_\_\_\_

**\*Fax:** \_\_\_\_\_

**\*Address:** \_\_\_\_\_  
\_\_\_\_\_



# Empire State Development

## OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

### OCSD-2

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

### STAFFING PLAN

#### Submit with Bid or Proposal – Instructions on page 2

Contract No.:	Project Location:	Report includes Prime Contractor/Subcontractors:
		<input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Total work force <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <b>Subcontractor Name(s):</b>
Contract Name / Details:		
Company Name:		
Company Address and Contract Details:		

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work force	Work force by Gender		Work force by Race/Ethnic Identification												
		Total Male (M)	Total Female (F)	White (M)	White (F)	Black (M)	Black (F)	Hispanic (M)	Hispanic (F)	Asian (M)	Asian (F)	Native American (M)	Native American (F)	Disabled (M)	Disabled (F)	Veteran (M)
Officials/Administrators																
Professionals																
Technicians																
Sales Workers																
Office/Clerical																
Craft Workers																
Laborers																
Service Workers																
Temporary /Apprentices																
<b>Totals</b>																

PREPARED BY (Signature):	NAME: TITLE: TELEPHONE:	ALTERNATE TEL: EMAIL: OTHER:
DATE:		



### OCSD-2

### STAFFING PLAN

(REQUIRED ONLY OF CONTRACTS VALUED AT \$250,000 OR MORE)

**General Instructions:** All Contractors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (Form OCSD-2) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or Subcontractor's total work force, the Contractor shall complete this form for the contractor's and/or Subcontractor's total work force.

#### Instructions:

1. Enter the Contract or Solicitation number that this report applies to along with the name and address of your company or organization.
2. Check off the appropriate box to indicate if the Contractor completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate work force to be utilized on the contract or the Contractor's total work force.
4. Enter the total work force by EEO job category.
5. Break down the anticipated total work force by gender and enter under the heading 'Work force by Gender'
6. Break down the anticipated total work force by race/ethnic identification and enter under the heading 'Work force by Race/Ethnic Identification'. Contact the M/WBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated work force under the appropriate headings.
8. Enter the name and contact details of the person completing the form. Sign and date the form in the designated boxes.

#### RACE/ETHNIC IDENTIFICATION:

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- WHITE** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- BLACK** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- HISPANIC** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- ASIAN & PACIFIC ISLANDER** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE)** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

#### OTHER CATEGORIES:

- DISABLED INDIVIDUAL** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- VIETNAM ERA VETERAN** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- GENDER** Male or Female



**OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**  
**Workforce Utilization Report**

OCSD-3

(Updated 1/2018)

Reports must be submitted electronically in **excel format only** to [OCSSD@esd.ny.gov](mailto:OCSSD@esd.ny.gov) within ten (10) days following the end of each month or quarter, whichever is applicable. Please contact your ESD representative for a fillable version of this form.

**\*Please Note:** If completing this form for an ESD grant, gross wage data information is not required.

Reporting Entity  Contractor  Subcontractor

FEIN   
Contractor Name

Contractor Address:

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Contract Number

**Reporting Period - Select One**

<input type="checkbox"/> January 1 - March 31	<input type="checkbox"/> April 1 - June 30
<input type="checkbox"/> July 1 - September 30	<input type="checkbox"/> October 1 - December 31

**Reporting Month - Select One**

<input type="checkbox"/> January	<input type="checkbox"/> February	<input type="checkbox"/> March
<input type="checkbox"/> April	<input type="checkbox"/> May	<input type="checkbox"/> June
<input type="checkbox"/> July	<input type="checkbox"/> August	<input type="checkbox"/> September
<input type="checkbox"/> October	<input type="checkbox"/> November	<input type="checkbox"/> December

### Workforce Identified in Report

<input type="checkbox"/>	Workforce Utilized in Performance of Contract
<input type="checkbox"/>	Contractor/Subcontractor's Total Workforce

Preparer's Name: \_\_\_\_\_

Preparer's Title: \_\_\_\_\_

Date: \_\_\_\_\_

By checking this box, I certify that I personally completed this document and I adopt the name typed above as my electronic signature under the NYS Electronic Signatures and Records Act, with like legal force and effect as if I had physically signed the document.

Check this box to request that the material included herein be withheld from disclosure pursuant to Article 6 of the Public Officers Law (Freedom of Information Law)



**INSTRUCTIONS:** This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

\* indicates mandatory fields

\*Contractor Name: \_\_\_\_\_

Address: \_\_\_\_\_

\*Representative Name: \_\_\_\_\_

Town, State & Zip: \_\_\_\_\_

\*Phone: \_\_\_\_\_

\*ESD Contract/Project Number: \_\_\_\_\_

\*Fax: \_\_\_\_\_

RFP/RFQ/Solicitation Number: \_\_\_\_\_

\*Email: \_\_\_\_\_

\*MWBE Goal: MBE \_\_\_\_\_% + WBE \_\_\_\_\_% = **MWBE GOAL** \_\_\_\_\_%

\*Total Dollar Value of Contract/Grant: \$ \_\_\_\_\_

\*SDVOB Goal: \_\_\_\_\_%

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			
B.	<u>NYS CERTIFIED</u> <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			



6. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at [OCSD@ESD.NY.GOV](mailto:OCSD@ESD.NY.GOV).

PREPARED BY (Signature): _____	DATE: _____	TELEPHONE NO.: _____	EMAIL ADDRESS: _____
Preparer's Name (Print or Type): _____		<b>** FOR OCSD USE ONLY **</b>	
Preparer's Title: _____		REVIEWED BY: _____	DATE: _____
Date: _____		<b>UTILIZATION PLAN APPROVED?</b>	
SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE- REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.		<input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	
		<b>Contract No.:</b>	
		<b>Project No. (if applicable):</b>	
		<b>Contract Award Date:</b>	
		<b>Estimated Date of Completion:</b>	
		<b>Amount Obligated Under the Contract:</b>	
		<b>Description of Work:</b>	

The MWBE Certification status of the firms listed on this form **MUST** be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form **MUST** be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.



OCSD-5

WAIVER REQUEST FORM

Request for Waiver	
Grantee / Contractor Name:	Fed ID No.:
Full Address:	Contract / Project Number:
Project Details (Project Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)
Current Contract Value:	MWBE Goal: MBE      % + WBE      % Overall MWBE Goal:      % SDVOB Goal:      %

By submitting this form and the required information, the Contractor certifies that every "Good Faith Effort" has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review [5 NYCRR § 142.8](#) and [9 NYCRR § 252](#), Contractor's Good Faith Efforts, for the precise definition of "Good Faith Effort." Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor's responsibility to ensure that adequate, clear and complete information is presented to the Office of Contractor and Supplier Diversity ("OCSD").

**\*UTILIZATION VALUE MET:**

MBE: \$ \_\_\_\_\_ | WBE: \$ \_\_\_\_\_ | SDVOB: \$ \_\_\_\_\_

**\*CONTRACTOR IS REQUESTING :**

1.  **MBE Waiver** – A waiver of the MBE Goal for this procurement is requested.  
REQUESTED MBE GOAL: \_\_\_\_\_ %
2.  **WBE Waiver** – A waiver of the WBE Goal for this procurement is requested.  
REQUESTED WBE GOAL: \_\_\_\_\_ %
3.  **OVERALL MWBE Waiver** – A waiver of the MWBE Goal for this procurement is requested.  
REQUESTED MWBE GOAL: \_\_\_\_\_ %
4.  **SDVOB Waiver** – A waiver of SDVOB Participation Goal for this procurement is requested.  
REQUESTED SDVOB GOAL: \_\_\_\_\_ %

PREPARED BY (Signature): \_\_\_\_\_ Date: \_\_\_\_\_

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.

*Name and Title of Preparer:	*Telephone Number:	*Email:
------------------------------	--------------------	---------



## **Contractor's Good Faith Efforts**

(a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:

- (1) Copies of its solicitations of certified firms enterprises and any responses thereto;
- (2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;
- (3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
- (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
- (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.

(b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:

- (1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;
- (2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
- (3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
- (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
- (5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
- (6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;
- (7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Articles 15-A or 17-B of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;
- (8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.



- (9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and
- (10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.



**OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY**

**OCSD-6**

**MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT**

CONTRACTOR/GRANTEE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TOWN/COUNTY/ZIP: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

ESD OCSD REPRESENTATIVE: \_\_\_\_\_  
CONTRACT/PROJECT NAME: \_\_\_\_\_  
CONTRACT/PROJECT #: \_\_\_\_\_  
PROJECT START DATE: \_\_\_\_\_  
PERCENT COMPLETE: \_\_\_\_\_  
ACTUAL COMPLETION DATE: \_\_\_\_\_

**REPORTING PERIOD:**  **Monthly for the Month of:**  
 **Quarterly (Check Applicable):**  
     **Quarter 1 (4/1-6/30)** |  **Quarter 2 (7/1-9/30)** |  **Quarter 3 (10/1-12/31)** |  **Quarter 4 (1/1-3/31)**

**Attach MWBE and SDVOB executed contracts, final lien waivers and cancelled checks as proof of payment to the identified MWBEs and SDVOBs.**

**. This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.**

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	NYS CERTIFICATION (Check One)	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$

**CERTIFICATION:** I, \_\_\_\_\_ (Print Name), the \_\_\_\_\_ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.



**SUBMIT REPORT TO:** Office of Contractor and Supplier Diversity  
Empire State Development  
633 Third Avenue, 35<sup>th</sup> Floor  
New York, NY 10017

Completed forms may be emailed directly to OCSD at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov). All email submissions must include the name and contact information of the individual or firm submitting the information.

**QUESTIONS?** Please contact the OCSD's Project Managers or email the office at [ocsd@esd.ny.gov](mailto:ocsd@esd.ny.gov).

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**R E G I O N S :**

North Country  
Mohawk Valley  
Brooklyn, Bronx  
Queens and Long Island  
ESD Subsidiaries – AYCDC,  
HCDC, MSDC

Finger Lakes  
Western New York  
ESD Subsidiaries – ECHDC,  
USA Niagara

Capital District  
Mid-Hudson  
Manhattan  
Staten Island

DED Procurement Contracts  
Central NY  
Southern Tier

ESD Procurement Contracts  
ESD Subsidiaries – CCDC,  
QWDC