



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

**EPCAL EMERGENCY ACCESS ROAD  
PROJECT CALVERTON, NEW YORK**

**BID #2023-8**

**March 2023**

Town of Riverhead  
Engineering Department  
1295 Pulaski Street  
Riverhead, NY 11901

# **Town of Riverhead**

## **EPCAL EMERGENCY ACCESS ROAD PROJECT CALVERTON, NEW YORK**

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**TOWN OF RIVERHEAD  
NOTICE TO BIDDERS**

**TAKE NOTICE**, that sealed proposals for the Town of Riverhead EPCAL Emergency Access Road Project 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 April 6, 2023 when they will be publicly opened and read aloud.

Plans and specifications may be examined on or about March 23, 2023 by visiting the Town of Riverhead website: [www.townofriverheadny.gov](http://www.townofriverheadny.gov) and click on Bid Requests.

The scope of this project involves the construction of an emergency access road at Veteran's Memorial Park, located at Calverton, NY. The Town anticipates that the specifications will include but is not limited to Site Preparation (Mobilization, Construction Layout, etc.); Clearing and Grubbing ( $\pm$  1.1 acres); Excavation/Embankment; Subbase & Base Course Aggregate; Fine Grading Base (Binder) Course Asphalt Pavement; Grading Spreading Topsoil & Seed; Miscellaneous Structures (Gate, Signage, etc.) and Erosion & Sediment Controls (Silt Fence).

The proposal must be submitted on the form provided and must be in a sealed envelope clearly marked, "EPCAL Emergency Road Access Project" 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 March 29, 2023 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. Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude. **The failure to attend the Mandatory Pre-Bid Meeting & Site Inspection will result in disqualification of the bidder.**

**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: March 23, 2023

## **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 **EPCAL EMERGENCY ACCESS ROAD PROJECT CALVERTON, NEW YORK**. Seal bids will be received by the of Office of the Town Clerk, Riverhead Town Hall, 200 Howell Ave., NY 11901 until 11:00 AM on **April 6, 2023** at which time they will be publicly opened and read aloud.

#### **A) PRE-BID SITE INSPECTION**

Bidders are advised that there will be a **Mandatory Pre-Bid Meeting and Site Inspection** on **March 29, 2023 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. Proposals will be considered only from bidders who, for themselves or for intended and stated subcontractors, can show recent experience in the performance of similar work of equal difficulty and magnitude. **The failure to attend the Mandatory Pre-Bid Meeting & Site Inspection will result in disqualification of the bidder.**

### **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 and labeled **EPCAL Emergency Access Road Project**. 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) All bidders shall be required to submit a written statement of qualifications with their bid proposal demonstrating evidence of sufficient facilities, equipment, experience, and financial ability to ensure completion of the work. Each bidder must list, identify and quantify the equipment and man-power that is maintained by their company and would be made available and assigned to the project.
- (B) Information contained in any statement of financial ability shall be not more than thirty (30) days old at the time of submission.
- (C) Bidders must be able to document a minimum of five (5) roadway projects of similar size and detail that have been completed within the past five (5) years. A list of such projects including the owner's information, contact person, and address of each project shall be provided as part of the qualifications package. Bidders that fail to demonstrate and provide evidence of sufficient facilities, equipment, experience, and financial ability to ensure completion of the work within the time frame as specified for this project will be rejected and the Town will move on to the next lowest bidder.
- (D) At the request of the Town, each bidder may be required to submit additional information such as references.

**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. Bidders that fail to demonstrate such acceptable experience will be rejected and the Town will move on to the next lowest bidder.
- (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 ninety (90) 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 ninety (90) 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 site carefully 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 Pre-Bid meeting and site inspection on March 29, 2023 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. The failure to attend the Mandatory Pre-Bid Meeting & Site Inspection will result in disqualification of the bidder. Answers to any questions received during the site inspection as well as any questions from bidders received by the Town will be provided to all plan holders via email and posted to the Town's website under the Purchasing Department listing for this project's bid.**
- (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.

- (F) All questions on this bid must be submitted in writing to:

Teresa Baldinucci  
Purchasing Department  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

Email: [baldinucci@townofriverheadny.gov](mailto:baldinucci@townofriverheadny.gov)

**PLEASE NOTE THAT THE LAST DAY THAT QUESTIONS  
MAY BE SUBMITTED TO THE TOWN FOR THIS BID IS  
MARCH 31, 2023.**

**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 in the lump sum amount bid for this project. 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.

## **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:

Teresa Baldinucci  
Purchasing Department  
Town of Riverhead  
200 Howell Avenue  
Riverhead, NY 11901

Email: [baldinucci@townofriverheadny.gov](mailto:baldinucci@townofriverheadny.gov)

Any such interpretations or supplemental instructions will be in the form of written addenda, and will be posted to the Town website under the Purchasing Department listing for this project's bid; notice of addenda issuance will be emailed to all plan holders. 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. The deadline for questions is March 31, 2023 after which the Town will not accept further questions.

## **16. LIQUIDATED DAMAGES**

Liquidated damages in the amount of **Five Thousand Dollars and 00 Cents (\$5,000.00)** will be assessed for each consecutive calendar day of delay **in start of construction and/or completion of work per project schedule** 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.

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

The bidder, when submitting his bid, must be prepared to commence work not later than May 8, 2023. **The aggregate base roadway must be complete by May 26, 2023 subject to liquidated damages in the amount of \$5,000 per day for delay of start and/or completion of aggregate roadway.** It is anticipated that the base paving portion of this project will start between September 1, 2023 and October 1, 2023.

## **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. Retention in the amount of 10% of amount invoiced shall be withheld from each invoice. 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 from contract award through completion and acceptance of all work and sign off by the engineer.

## **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.

## **APPENDIX “A”**

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

**EPCAL EMERGENCY ACCESS ROAD PROJECT  
CALVERTON, NEW YORK**

**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.**

# **APPENDIX “A”**

## **CERTIFIED WAGE RATES AND REQUIRED PAYROLL FORMS**



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Riverhead

Richard Wesnofske, Project Engineer  
860 Montauk Highway  
PO Box 720  
Water Mill NY 11976

Schedule Year 2022 through 2023  
Date Requested 03/09/2023  
PRC# 2023002823

Location EPCAL/Veterans Memorial Park  
Project ID#  
Project Type Construct a Proposed Fire Apparatus Access Roadway within the EPCAL/Veterans Memorial Park Site

## 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 2022 through June 2023. 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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Riverhead

Richard Wesnofske, Project Engineer  
860 Montauk Highway  
PO Box 720  
Water Mill NY 11976

Schedule Year 2022 through 2023  
Date Requested 03/09/2023  
PRC# 2023002823

Location EPCAL/Veterans Memorial Park  
Project ID#  
Project Type Construct a Proposed Fire Apparatus Access Roadway within the EPCAL/Veterans Memorial Park Site

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

Federal Employer Identification Number: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Amount of Contract: \$ \_\_\_\_\_

Contract Type:

Approximate Starting Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

(01) General Construction

Approximate Completion Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

(02) Heating/Ventilation

(03) Electrical

(04) Plumbing

(05) Other: \_\_\_\_\_

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

### **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, <https://dol.ny.gov/public-work-and-prevailing-wage>

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> |
|--|--|

**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:**

**<https://dol.ny.gov/public-work-and-prevailing-wage>**

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

03/01/2023

#### JOB DESCRIPTION Asbestos Worker

DISTRICT 4

#### ENTIRE COUNTIES

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

#### WAGES

Per Hour: 07/01/2022

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

03/01/2023

#### 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: 07/01/2022

Boilermaker \$ 63.38  
Repairs & Renovations 63.38

#### SUPPLEMENTAL BENEFITS

Per Hour:

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

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

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

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

#### HOLIDAY

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

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

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

## REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	32% of Hourly Wage Paid Plus Amount Below
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1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

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

4-5

<b>Broadband</b>	<b>03/01/2023</b>
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**JOB DESCRIPTION** Broadband

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	10/01/2022	06/15/2023
Field Tech	\$ 48.91	\$ 50.87
Install/Repair		

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

**SUPPLEMENTAL BENEFITS**

Per Hour:	\$ 23.17	\$ 23.24
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**OVERTIME PAY**

See (B, K, \*R) on OVERTIME PAGE

Note: \*Two and one half times the hourly rate after the 8th hour

**HOLIDAY**

Paid:	See (5, 6, 7, 11, 12) on HOLIDAY PAGE
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4-CWA-Dist1

<b>Carpenter</b>	<b>03/01/2023</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:	07/01/2022
Piledriver	\$ 58.16 + 9.54*
Dockbuilder	\$ 58.16 + 9.54*

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 44.54

**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
\$24.60	\$30.20	\$38.58	\$46.97
+ 5.05*	+ 5.05*	+ 5.05*	+ 5.05*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: \$ 31.03

8-1556 Db

**Carpenter**

**03/01/2023**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Carpet/Resilient

Floor Coverer \$ 55.05  
+ 8.25\*

\*This portion is not subject to overtime premiums

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

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 39.40

**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
\$ 24.80	\$ 27.80	\$ 32.05	\$ 39.93
+ 1.85*	+ 2.35*	+ 2.85*	+ 3.85*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 14.80	\$ 15.80	\$ 18.90	\$ 19.90

8-2287

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**Carpenter****03/01/2023****JOB DESCRIPTION** Carpenter**DISTRICT 8****ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

Marine Construction:

Marine Diver	\$ 73.03
	+ 9.54*

Marine Tender	\$ 62.11
	+ 9.54*

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker	\$ 44.54
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**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	\$ 24.60
	+ 5.05*
2nd year	30.20
	+ 5.05*
3rd year	38.58
	+ 5.05*
4th year	56.97
	+ 5.05*

\*This portion is not subject to overtime premiums

## Supplemental Benefits

Per Hour:

All terms	\$ 31.03
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8-1456MC

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**Carpenter****03/01/2023****JOB DESCRIPTION** Carpenter**DISTRICT 8****ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Building Millwright	\$ 57.80
	+ 12.62*

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright	\$ 43.16
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**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.
\$31.24	\$36.69	\$42.14	\$53.04
+ 6.75*	+ 7.92*	+ 9.09*	+ 11.43*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.01	\$31.54	\$34.72	\$39.14

8-740.1

**Carpenter**

**03/01/2023**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2022

Timberman \$ 53.05  
+ 10.01\*

\*This portion not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2022

\$ 43.75

**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
\$22.42	\$27.53	\$35.18	\$42.84
+ 5.30*	+ 5.30*	+ 5.30*	+5.30*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All terms \$ 30.74

8-1556 Tm

**Carpenter**

**03/01/2023**

**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: 07/01/2022 10/18/2022

### Core Drilling:

Driller	\$ 42.27 + 2.30*	\$ 43.38 + 2.50*
Driller Helper	33.47 + 2.30*	34.47 + 2.50*

### Note: Hazardous Waste Pay Differential:

For Level C, an additional 15% above wage rate per hour

For Level B, an additional 15% above wage rate per hour

For Level A, an additional 15% above wage rate per hour

Note: When required to work on water: an additional \$ 3.00 per hour.

\*This portion is not subject to overtime premiums

## SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper	\$ 28.30	\$ 28.85
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## OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

## HOLIDAY

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

8-1536-CoreDriller

## Carpenter - Building / Heavy&Highway

03/01/2023

## JOB DESCRIPTION

Carpenter - Building / Heavy&Highway

DISTRICT 4

## ENTIRE COUNTIES

Nassau, Suffolk

## WAGES

Per Hour:	07/01/2022	12/01/2022	05/01/2023
Carpenter (Building)	\$ 50.16	\$ 50.87	Additional \$0.75/hr
Carpenter (Heavy Highway)	50.16	50.87	

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

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

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

## SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter Categories	\$ 33.58	\$ 33.58
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## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

### REGISTERED APPRENTICES

One(1) Year Terms at the following :

Per Hour:

1st 07/01/2022	2nd	3rd	4th	5th
\$ 24.70	\$ 29.02	\$ 31.18	\$ 33.35	\$ 37.67
12/01/2022	\$ 25.05	\$ 31.64	\$ 33.84	\$ 38.24

Supplemental Benefits

Per Hour:

All Terms: \$ 18.40

4-Reg.Council Nass/Suff

### Electrician

03/01/2023

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

### ENTIRE COUNTIES

Nassau, Suffolk

### WAGES

Per Hour: 07/01/2022 3/25/2023

Electrician		
Electrical Maintenance	\$ 45.79	\$ 46.79
Traffic Signal	46.75	47.75

### "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	13.5% of Hourly Wage Paid + \$21.79	14% of Hourly Wage Paid + \$22.73
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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

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

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

Supplemental Benefits:

07/01/2022 3/25/2023

1st 6mns	4.5% + \$4.61	5% + \$4.83
2nd 6mns	9.5% + \$5.36	10% + \$5.64
2nd year	10.5% + \$6.65	11% + \$6.99
3rd year	11.5% + \$8.76	12% + \$9.21
4th year	12.5% + \$12.42	13% + \$13.02
5th yea	13.5% + \$15.82	14% + \$16.56

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

## Electrician

03/01/2023

### JOB DESCRIPTION

Electrician

DISTRICT 4

### ENTIRE COUNTIES

Nassau, Suffolk

### WAGES

Per Hour: 07/01/2022

Tree Trimmer/Remover

Line Clearance Specialist \$ 37.74

Groundman\* \$22.64

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: 07/01/2022

Tree Trimmer 5% of Hourly  
Line Clearance Specialist Wage Paid +  
and Groundman \$17.51

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

03/01/2023

### JOB DESCRIPTION

Electrician

DISTRICT 4

### ENTIRE COUNTIES

Nassau, Suffolk

### WAGES

Per Hour: 07/01/2022 10/29/2022 04/29/2023

Electrician/Wireman \$ 56.50 \$ 57.50 \$ 59.50  
Inside/Outside

### SUPPLEMENTAL BENEFITS

Per Hour:

Electrician/Wireman (all categories)	16% of Hourly Wage Paid + \$ 31.10	16% of Hourly Wage Paid + \$ 31.95	16% of Hourly Wage Paid + \$ 33.23
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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, 26) on HOLIDAY PAGE

### REGISTERED APPRENTICES

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

Indentured Before 4/25/2020:

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

Indentured After 4/25/2020 (6 month terms):

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	35%	37.5%	40%	42.5%	45%	50%	55%	65%	75%

Supplemental Benefits Per Hour:

7/01/2022 10/29/2022 4/29/2023

Indentured Before 4/25/2020:

1st 6 Months	3% + \$ 5.10	3% + \$ 5.27	4% + \$ 5.57
2nd 6 Months	8% + \$ 6.29	8% + \$ 6.49	9% + \$ 6.70
2nd Year	9% + \$ 7.51	9% + \$ 7.65	10% + \$ 7.94
3rd Year	10% + \$ 8.71	10% + \$ 8.96	11% + \$ 9.31
4th Year	13% + \$ 10.93	13% + \$ 11.26	14% + \$ 11.70
5th Year	14% + \$ 17.27	14% + \$ 17.78	15% + \$ 18.46

Indentured After 4/25/2020 (6 month terms):

1st	3% + \$ 5.10	3% + \$ 5.27	4% + \$ 5.44
2nd	8% + \$ 6.29	8% + \$ 6.49	9% + \$ 6.70
3rd	9% + \$ 7.42	9% + \$ 7.65	10% + \$ 7.95
4th	10% + \$ 8.71	10% + \$ 8.96	11% + \$ 9.31
5th	10% + \$ 8.73	10% + \$ 8.99	11% + \$ 9.33
6th	10% + \$ 8.74	10% + \$ 9.00	11% + \$ 9.34
7th	13% + \$ 10.95	13% + \$ 11.29	14% + \$ 11.72
8th	13% + \$ 10.98	13% + \$ 11.32	14% + \$ 11.75
9th	14% + \$ 17.27	14% + \$ 17.78	15% + \$ 18.46
10th	14% + \$ 17.30	14% + \$ 17.69	16% + \$ 19.10

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

### Electrician

03/01/2023

#### JOB DESCRIPTION

Electrician

#### DISTRICT 4

#### ENTIRE COUNTIES

Nassau, Suffolk

#### WAGES

Per Hour: 07/01/2022

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

03/01/2023

### JOB DESCRIPTION

Electrician

DISTRICT 4

### ENTIRE COUNTIES

Nassau, Suffolk

### WAGES

Per Hour:	07/01/2022	04/23/2023
Telephone and Integrated Tele-Data System Electrician	\$ 39.68	\$ 40.43

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	17.5% of Hourly Wage Paid + \$21.39	18% of Hourly Wage Paid + \$ 22.36
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

### OVERTIME PAY

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

### HOLIDAY

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

4-25tela

## Electrician Lineman

03/01/2023

### JOB DESCRIPTION

Electrician Lineman

DISTRICT 4

### ENTIRE COUNTIES

Nassau, Queens, Suffolk

### WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2022	4/02/2023
Lineman/Splicer	\$ 63.20	\$ 65.25
Material Man	54.98	56.77
Heavy Equip. Operator	50.56	52.20
Groundman	37.92	39.15
Flagman	28.44	29.36

For Natural Gasline Construction:

Per Hour:

Journeyman U.G.Mech	53.80	53.80
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Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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:

All Classifications	32.75% of Hourly Wage Paid + \$ 14.46	32.75% of Hourly Wage Paid + \$ 15.04
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NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay

Natural Gasline Construction:

Per Hour:

Journeyman U.G.Mech.	30.90	30.90
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**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:

All Terms	31.75% of Hourly Wage Paid + \$ 14.46	31.75% of Hourly Wage Paid + \$ 15.04
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4-1049 Line/Gas

**Elevator Constructor**

**03/01/2023**

**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:

07/01/2022	03/17/2023
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Elevator Constructor	\$ 75.14	\$ 77.49
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Modernization & Service/Repair	59.09	60.89
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Four(4), ten(10) hour days may be worked at straight time during a week, Monday thru Friday.

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

## SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 43.914	\$ 45.574
Modernization & Service/Repairs	42.787	44.412

## 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, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.  
Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

## SUPPLEMENTAL BENEFITS

Elevator Constructor

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.772	36.024
4th & 5th Term	35.606	36.943
6th & 7th Term	37.052	38.448
8th & 9th Term	38.497	39.953

Modernization & Service/Repair

1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.672	35.694
4th & 5th Term	35.195	36.525
6th & 7th Term	36.571	37.948
8th & 9th Term	37.938	39.38

4-1

Glazier

03/01/2023

## 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:	7/01/2022	11/01/2022
Glazier	\$ 59.59	\$ 60.34
*Scaffolding	61.55	62.55
Glass Tinting & Window Film	30.11	30.11
**Repair & Maintenance	30.11	30.11

\*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:	7/01/2022	11/01/2022
Journeyworker Glass tinting &	\$ 37.55 22.01	\$ 38.05 22.01
Window Film Repair & Maintenance	22.01	22.01

### 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:

	7/01/2022	11/01/2022
1st term	\$ 21.15	\$ 21.45
2nd term	29.07	29.45
3rd term	35.20	35.65
4th term	47.38	47.98

Supplemental Benefits:

(Per hour)	1st term	2nd term	3rd term	4th term
1st term	\$ 17.15	\$ 17.35		
2nd term	24.42	24.67		
3rd term	27.06	27.36		
4th term	32.15	32.55		

8-1087 (DC9 NYC)

## Insulator - Heat & Frost

03/01/2023

### JOB DESCRIPTION

Insulator - Heat & Frost

DISTRICT 4

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2022 06/01/2023

Insulators  
Heat & Frost \$ 70.01 Additional  
\$ 1.10/Hr.

### SUPPLEMENTAL BENEFITS

Per Hour:

Insulators \$ 35.16  
Heat & Frost

### OVERTIME PAY

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

\* 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.

Wages Per Hour:

1st	2nd	3rd	4th
\$ 28.00	\$ 35.02	\$ 42.01	\$ 49.02



Guide Rail	46.65	46.90
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### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:	\$ 62.04	\$ 63.04
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### **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 after 9/1/18:

1 year terms

	07/01/2022	01/01/2023
1st Term	\$ 20.63	\$ 21.13
2nd Term	24.22	24.77
3rd Term	27.80	28.40
4th Term	31.38	32.06

Supplemental Benefits per hour:

1st Term	\$ 17.90	\$ 17.90
2nd Term	19.15	19.15
3rd Term	20.41	20.41
4th Term	21.67	21.67

4-580-Or

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**Ironworker****03/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

### **ENTIRE COUNTIES**

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

### **WAGES**

PER HOUR:

	07/01/2022	01/01/2023
Ironworker:		
Structural	\$ 55.70	\$ 56.45
Bridges		
Machinery		

### **SUPPLEMENTAL BENEFITS**

PER HOUR PAID:

Journeyman	\$ 85.35	\$ 86.35
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### **OVERTIME PAY**

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

\*NOTE: Benefits are calculated for every hour paid

### **HOLIDAY**

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

### **REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 28.97	\$ 29.35
2nd	29.57	29.95
3rd - 6th	30.18	30.56

Supplemental Benefits

PER HOUR PAID:

All Terms	\$ 59.18	\$ 59.94
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4-40/361-Str

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**Ironworker****03/01/2023**

**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:	07/01/2022	07/01/2023
Reinforcing & Metal Lathing	\$ 56.90	Additional \$ 1.50
"Base" Wage	\$ 55.20 plus \$ 1.70	

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Reinforcing & Metal Lathing	\$ 41.18
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**OVERTIME PAY**

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

\*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half	\$ 47.68
Double Time	\$ 54.18

**HOLIDAY**

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

\*Note: Work performed after first 4 Hours.

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
<b>Wage Per Hour:</b>			
\$ 22.55	\$ 23.60	\$ 24.60	\$ 37.18
<b>"Base" Wage</b>			
\$ 21.00 plus \$1.55	\$ 22.00 plus \$1.60	\$ 23.00 plus \$1.60	\$ 35.60 plus \$1.58

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

**SUPPLEMENTAL BENIFITS**

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 17.17	\$ 16.22	\$ 22.50

4-46Reinf

**Laborer - Building**

**03/01/2023**

**JOB DESCRIPTION** Laborer - Building**DISTRICT 4****ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:	07/01/2022	07/01/2023
Building Laborer	\$ 42.45	Additional \$ 1.35
<b>SUPPLEMENTAL BENEFITS</b>		
Per Hour:		
Building Laborer	\$ 31.21	

## **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	\$ 18.15
2nd Term	22.50
3rd Term	27.79
4th Term	32.53

Benefits per hour

1st Term	\$ 21.50
2nd Term	23.29
3rd Term	23.29
4th Term	23.29

4-66

## **Laborer - Building**

**03/01/2023**

### **JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

## **ENTIRE COUNTIES**

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

## **WAGES**

Per Hour: 07/01/2022 01/02/2023

Asbestos, Lead \$ 38.05 \$ 39.50\*

and Hazardous

Material Abatement

Laborer

(Re-Roofing Removal See Roofer)

NOTE: Asbestos removed from Mechanical Systems not to be scrapped

See Asbestos Worker

## **SUPPLEMENTAL BENEFITS**

Per Hour:

Laborer \$ 19.10 \$ 19.65

## **OVERTIME PAY**

See (B, B2, I) on OVERTIME PAGE

\*Calculate at \$38.55 per hour then add \$0.95

## **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 28) on HOLIDAY PAGE

## **REGISTERED APPRENTICES**

1000 hour terms at the following;

Per Hour:

1st term	\$ 20.00	\$ 20.50*
2nd Term	21.00	21.50**
3rd Term	24.00	24.50***
4th Term	26.00	26.50****

## **SUPPLEMENTAL BENEFIT**

Per Hour:

All Terms	\$ 14.25	\$ 14.25
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**OVERTIME PAY:**

\*Calculate at \$20.00 per hour then add \$0.50  
\*\*Calculate at \$21.00 per hour then add \$0.50  
\*\*\*Calculate at \$24.00 per hour then add \$0.50  
\*\*\*\*Calculate at \$26.00 per hour then add \$0.50

4-NYDC(78)

**Laborer - Heavy&Highway**

**03/01/2023**

**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(Non-Building), Traffic Control Personnel(flaggers)

**WAGES PER HOUR:**

	07/01/2022	06/01/2023
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GROUP # 1		
Total Wage Paid	\$ 58.44	Additional
"Base Wage"	49.93	\$ 2.55

**GROUP # 2**

Total Wage Paid	56.97
"Base Wage"	48.46

**GROUP # 3**

Total Wage Paid	52.50
"Base Wage"	43.99

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$8.51 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	\$ 34.92
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After Forty (40)paid hours in a work week

OVERTIME PAY	21.34
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**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: \$43.99 X Time and One Half = \$65.99 + \$8.51 = \$74.50

**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 \$ 34.92  
After Forty(40) paid hours in a work Week  
21.34

4-1298

**Mason**

**03/01/2023**

**JOB DESCRIPTION** Mason

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2022	07/01/2023
Brick/Block Layer	\$ 65.23	Additional \$ 2.41
Base Wage for OT Calculation	54.18	

**SUPPLEMENTAL BENEFITS**

Per Hour:

Brick/Block Layer	\$ 30.60
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**OVERTIME PAY**

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

Note: OT Calculated on Base Wage plus \$ 11.10/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 Journey workers "Base Wage" plus \$ 6.35/hr.:

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

Supplemental Benefits per hour:

All Apprentices	\$ 21.45
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4-1Brk

**Mason - Building**

**03/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2022	12/05/2022	06/05/2023
Tile Setters	\$ 62.01	\$ 62.62	Additional \$ 0.73
Per Hour:	\$ 26.13*	\$ 25.26*	
	+ \$10.02	+ \$10.03	

\* 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:

(750 hour) term at the following wage rate:

Term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1- 750	751- 1500	1501- 2250	2251- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6501- 7000

07/01/2022

\$21.23      \$26.11      \$33.26      \$38.14      \$41.67      \$45.04      \$48.60      \$53.47      \$56.25      \$60.33

12/05/2022

\$21.47      \$26.39      \$33.60      \$38.52      \$42.06      \$45.47      \$49.05      \$53.96      \$56.77      \$60.90

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
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07/01/2022

\$12.55\*  
+\$6.69      \$12.55\*  
+\$7.4      \$15.16\*  
+\$8.4      \$15.16\*  
+\$8.8      \$16.75\*  
+\$1.28      \$18.30\*  
+\$1.33      \$19.35\*  
+\$1.70      \$19.40\*  
+\$1.75      \$17.45\*  
+\$5.90      \$22.80\*  
+\$6.42

12/05/2022

\$12.55\*  
+\$7.71      \$12.55\*  
+\$7.6      \$15.16\*  
+\$8.6      \$15.16\*  
+\$9.0      \$16.16\*  
+\$1.32      \$17.66\*  
+\$1.37      \$18.66\*  
+\$1.76      \$18.66\*  
+\$1.81      \$16.66\*  
+\$5.96      \$21.91\*  
+\$6.51

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

9-7/52A

## Mason - Building

03/01/2023

### JOB DESCRIPTION Mason - Building

DISTRICT 9

### ENTIRE COUNTIES

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

### WAGES

Building

07/01/2022

Wages per hour:

Mosaic & Terrazzo Mechanic      \$ 59.21

Mosaic & Terrazzo Finisher      57.60

### SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic      \$ 26.21\*  
+ \$11.73

Mosaic & Terrazzo Finisher      \$ 26.21\*  
+ \$11.72

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

### OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2022- Deduct \$7.00 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:

1st	2nd	3rd	4th	5th	6th
0- 1500	1501- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000
\$ 22.82	\$ 29.34	\$ 31.32	\$ 36.55	\$ 41.77	\$ 46.99

Supplemental Benefits per hour:

\$4.62*	\$5.94*	\$15.73*	\$18.35*	\$20.97*	\$23.59*
+\$6.56	+\$8.43	+\$11.24	+\$13.11	+\$14.99	+\$16.85

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

9-7/3

## Mason - Building

03/01/2023

### **JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

### **ENTIRE COUNTIES**

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

### **WAGES**

Per hour: 07/01/2022

Building-Marble Restoration:

Marble, Stone & \$ 46.60

Terrazzo Polisher, etc

### **SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & \$ 29.77

### **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	2nd	3rd	4th
1-	901-	1801-	2701
900	1800	2700	
\$ 32.61	\$ 37.28	\$ 41.94	\$ 46.60

Supplemental Benefits Per Hour:

27.07	27.97	28.87	29.77
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9-7/24-MP

## Mason - Building

03/01/2023

### **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: 07/01/2022

Marble Cutters & Setters \$ 62.17

### **SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 38.27

**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
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

**Mason - Building****03/01/2023****JOB DESCRIPTION** Mason - Building**DISTRICT 9****ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2022 12/05/2022 06/05/2023

Tile Finisher \$ 47.60 \$ 48.04 Additional \$ 0.58

**SUPPLEMENTAL BENEFITS**

Per Hour:

\$ 22.16\* \$ 22.31\*

+ \$9.85 + \$9.85

\*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****03/01/2023****JOB DESCRIPTION** Mason - Building**DISTRICT 9****ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Marble, Stone, etc.

Maintenance Finishers: \$ 27.01

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: \$ 14.40

**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:

07/01/2022

0-750	\$ 21.67
751-1500	22.38
1501-2250	23.10
2251-3000	23.80
3001-3750	24.87
3751-4500	26.29
4501+	27.01

Supplemental Benefits:

Per hour:

0-750	11.52
751-1500	11.90
1501-2250	12.29
2251-3000	12.67
3001-3750	13.25
3751-4500	14.01
4501+	14.40

9-7/24M-MF

**Mason - Building / Heavy&Highway**

**03/01/2023**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Marble-Finisher \$ 48.97

**SUPPLEMENTAL BENEFITS**

Journeyworker:

per hour

Marble- Finisher \$ 35.76

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

9-7/20-MF

**Mason - Building / Heavy&Highway**

**03/01/2023**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

Cement Mason \$ 53.77

### SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason	\$ 34.16
1.5 X overtime rate	\$ 61.70
2 X overtime rate	\$ 68.32

### OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

### HOLIDAY

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

### REGISTERED APPRENTICES

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

1st Term	\$ 19.92
2nd Term	\$ 24.82
3rd Term	\$ 30.22

Supplement Benefits per hour paid:

	1.5X OT	2X OT
1st Term	\$ 14.36	\$ 21.55
2nd Term	\$ 14.66	\$ 22.00
3rd Term	\$ 14.77	\$ 22.16

4-780

## Mason - Building / Heavy&Highway

03/01/2023

### JOB DESCRIPTION

Mason - Building / Heavy&Highway

DISTRICT 4

### ENTIRE COUNTIES

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

### WAGES

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

Per Hour:

	07/01/2022	05/01/2023
Stone Setter	\$ 69.72	\$ 2.17
Base Rate	52.06	
Stone Tender	52.12	
Base Rate	44.54	

### SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter	\$ 37.07
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Stone Tender	21.35
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### OVERTIME PAY

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

Base Rates are use to Calculate Overtime Premiums then adding in:

\$16.70/Hr. for Stone Setter and \$7.58/Hr. for Stone Tender

\* 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 of day

### REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$8.16:

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

Supplemental Benefits:

All Apprentices \$ 23.95

4-1Stn

**Mason - Heavy&Highway**

**03/01/2023**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

Pointer, Caulkers & \$ 59.09  
Cleaners

**SUPPLEMENTAL BENEFITS**

Per Hour:

Pointer, Cleaners & \$ 31.22  
Caulkers

**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
\$ 29.86	\$ 33.74	\$ 39.02	\$ 47.05

Apprentices Supplemental Benefits:  
(per hour paid)

\$ 15.30	\$ 19.85	\$ 23.60	\$ 24.60
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4-1PCC

**Operating Engineer - Building**

**03/01/2023**

**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, Hydraulic Crane(Over 75 tons), Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser 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), Hydraulic Crane(under 75 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, Clam Shell), 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.

07/01/2022

Class "AA" \$ 87.04

Cranes: Boom length over 100 feet add \$ 1.00  
Boom length over 150 feet add \$ 1.50  
Boom length over 250 feet add \$ 2.50  
Boom length over 350 feet add \$ 3.00

Class "A" 72.61

Add \$3.50 for Hazardous Waste Work

Class "B" 68.95

Add \$2.50 for Hazardous Waste Work

Class "C" 66.53

Add \$1.50 for Hazardous Waste Work

Class "D" 50.70

Add \$1.00 for Hazardous Waste Work

Class "E" 48.25

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classes \$ 39.80

Overtime Rate 35.60

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

1st Term \$ 28.00

2nd Term 29.00

3rd Term 30.00

Supplemental Benefits per hour:

All Apprentices \$ 15.64

Overtime Rate 5.60

4-138

**JOB DESCRIPTION** Operating Engineer - Building / Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022 08/01/2022

Well Driller \$ 39.45 \$ 40.63

Well Driller  
Helper 34.17 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:

Well Driller & Helper	10% of straight time rate plus \$ 13.50	10% of straight time rate plus \$ 13.50
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Additional \$ 4.25/Hr. 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:

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Terms	10% of Wage + \$ 13.50
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Additional \$4.25/Hr. for premium time hours worked.

4-138well

**Operating Engineer - Heavy&Highway**

**03/01/2023**

**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, Hydraulic Crane (75 Tons & Over).

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 Scree, 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, Hydraulic Crane(75 Tons & Under), Cherry Picker (under 70 tons), Convector-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, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil 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).

07/01/2022

Class "AA"	\$ 86.25
Cranes:	Boom Length over 100 feet add \$ 1.00 per hour
	Boom Length over 150 feet add \$ 1.50 per hour
	Boom Length over 250 feet add \$ 2.00 per hour
	Boom Length over 350 feet add \$ 3.00 per hour

Class "A" 76.52

Add \$3.50 for Hazardous Waste Work.

Class "B" 71.60

Add \$2.50 for Hazardous Waste Work.

Class "C" 69.06

Add \$1.50 for Hazardous Waste Work

Class "D" 52.88

Add \$1.00 for Hazardous Waste Work

Class "E" 50.68

**"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 \$ 40.05

Note: OVERTIME AMOUNT 35.60

**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:

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

## SUPPLEMENTAL BENEFITS:

APPRENTICES	15.64
Note: Overtime Amount	5.60

4-138

## Operating Engineer - Heavy&Highway

**03/01/2023**

### **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: 07/01/2022  
Heavy Highway/Building

Party Chief	\$ 74.47
Instrument Man	56.00
Rodman	47.55

### **SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Highway/Building \$ 39.39

Premium\*:

Heavy Highway/Building 48.29

Premium\*\*:

Heavy Highway/Building 58.09

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

4-15D-N/S co.

## Operating Engineer - Marine Dredging

**03/01/2023**

### **JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

### **ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, 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:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79
CLASS C2 Boat Operator	32.69	33.67
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.16	27.97

## SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

## 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**

**03/01/2023**

**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: 07/01/2022

Survey Classifications

Party Chief	\$ 46.44
Instrument Man	38.60
Rodman	33.64

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 21.60

**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**

**03/01/2023**

**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:

07/01/2022  
(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**

**03/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2022

Brush \$ 51.45\*

Abatement/Removal of lead based or lead containing paint on materials to be repainted.	51.45*
Spray & Scaffold	\$ 54.45*
Fire Escape	54.45*
Decorator	54.45*
Paperhanger/Wall Coverer	53.83*

\*Subtract \$ 0.10 to calculate premium rate.

### **SUPPLEMENTAL BENEFITS**

Per hour:

Paperhanger	\$ 33.15
All others	30.88
Premium	37.72**

\*\*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:	07/01/2022
Appr 1st term...	\$ 19.95*
Appr 2nd term...	25.56*
Appr 3rd term...	31.00*
Appr 4th term...	41.52*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 15.22
Appr 2nd term...	18.90
Appr 3rd term...	21.81
Appr 4th term...	27.58

8-NYDC9-B/S

## **Painter**

**03/01/2023**

### **JOB DESCRIPTION** Painter

**DISTRICT 8**

### **ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

### **PARTIAL COUNTIES**

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

### **WAGES**

Per hour:	07/01/2022
Drywall Taper	\$ 51.45*

\*Subtract \$ 0.10 to calculate premium rate.

### **SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyman	\$ 30.88

### **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:

1500 hour terms at the following wage rate:

1st term	\$ 19.95*
2nd term	25.56*
3rd term	31.00*
4th term	41.52*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 15.22
2nd year	18.90
3rd year	21.81
4th year	27.58

8-NYDCT9-DWT

## **Painter - Bridge & Structural Steel**

**03/01/2023**

**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:	07/01/2022	10/01/2022
	\$ 53.00	\$ 54.50
	+ 9.63*	+ 10.10*

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:

\$ 10.90	\$ 11.78
+ 30.60*	+ 30.75*

\* 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

1st year	\$ 21.20	\$ 21.80
	+ 3.86	+ 4.04

2nd year	\$ 31.80	\$ 32.70
	+ 5.78	+ 6.06

3rd year	\$ 42.40	\$ 43.60
	+ 7.70	+ 8.08

Supplemental Benefits - Per hour:

1st year	\$ .25	\$ .25
	+ 12.24	+ 12.34

2nd year	\$ 10.90	\$ 10.90
	+ 18.36	+ 18.51

3rd year	\$ 10.90	\$ 10.90
	+ 24.48	+ 24.68

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

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**03/01/2023**

**JOB DESCRIPTION** Painter - Line Striping**DISTRICT 8****ENTIRE COUNTIES**

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

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2022
Striping-Machine Operator*	\$ 31.53

Lineman Thermoplastic	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:

Journeyworker:

Striping Machine Operator:	\$ 10.03
Lineman Thermoplastic:	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:

1st Term:	\$ 15.00
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2nd Term:	18.92
3rd Term:	25.22

Supplemental Benefits per hour:

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

8-1456-LS

## Painter - Metal Polisher

03/01/2023

### 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

07/01/2022

Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

\*Note: Applies on New Construction & complete renovation

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

#### SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2022
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Journeyworker:

All classification	\$ 11.24
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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:

07/01/2022

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	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

**Plasterer****03/01/2023****JOB DESCRIPTION** Plasterer**DISTRICT 9****ENTIRE COUNTIES**

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

**WAGES**

Per hour:

07/01/2022

Building:

Plasterer/Traditional & \$ 51.00\*  
Spraying Fireproofing**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 23.15

**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:

1st term	\$ 28.19
2nd term	30.59
3rd term	35.88
4th term	38.43

Supplemental Benefits:

(per hour):

(800) hours term:

1st term	\$ 14.70
2nd term	15.60
3rd term	17.43
4th term	18.35

9-262

**Plumber****03/01/2023****JOB DESCRIPTION** Plumber**DISTRICT 4****ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2022 05/01/2023

Plumber/	
PUMP & TANK	\$ 46.49
	\$ 46.99

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 33.64 \$ 35.39

**OVERTIME PAY**

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

(V) For Sundays &amp; 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	\$ 21.72	\$ 23.47
2nd Term	22.36	24.11
3rd Term	23.43	24.93
4th Term	23.56	25.31
5th Term	26.79	28.54

4-200 Pump & Tank

**Plumber**

**03/01/2023**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2022 11/01/2022 05/01/2023

Plumber \$ 55.48 \$ 56.48 \$ 57.23

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 49.20 \$ 49.20 \$ 49.70

**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	2nd	3rd	4th	5th
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2022	11/01/2022	05/01/2023
1st Term	\$ 34.52	\$ 34.52	\$ 35.02
2nd Term	37.01	37.01	37.51
3rd Term	38.53	38.53	39.03
4th Term	40.18	40.18	40.68
5th Term	41.91	40.91	42.41

4-200

**Plumber**

**03/01/2023**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2022

Plumber MAINTENANCE ONLY \$ 35.05

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber Maintenance \$ 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

**Roofer**

**03/01/2023**

**JOB DESCRIPTION** Roofer

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour 07/01/2022  
ROOFER/Waterproofer

Total Wage \$ 52.75  
to be Paid

"Base" Wage 46.75\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofer \$ 34.86

**OVERTIME PAY**

Per Hour:

NEW ROOF SEE (B,E,Q)

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

\*\* Overtime Pay to be calculated on "BASE" Wage then add \$6.00.

(Example: \$46.75 x time and one half = \$70.13 + \$6.00 = \$76.13)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 13, \*16, \*\*25) on HOLIDAY PAGE  
Note: Time and One Half the Hourly Base Rate + \$6.00 if worked.

**REGISTERED APPRENTICES**

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

1st	2nd	3rd	4th
40%	50%	70%	80% + \$ 4.80/Hr.

Supplemental Benefits per hour:

1st Term	\$ 9.94
2nd Term	12.26
3rd Term	24.60
4th Term	28.02

4-154

**Sheetmetal Worker**

**03/01/2023**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

Sign Erector \$ 53.79

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2022

Sign Erector \$ 53.33

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

Per Hour:

07/01/2022

1st \$ 14.34	2nd \$ 16.26	3rd \$ 18.17	4th \$ 20.10	5th \$ 28.02	6th \$ 30.47	7th \$ 33.72	8th \$ 36.27	9th \$ 38.77	10th \$ 41.29
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4-137-SE

**Sheetmetal Worker**

03/01/2023

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

Sheetmetal Worker \$ 57.60

Temporary Operation or  
Maintenance of Fans

47.33

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sheetmetal Worker \$ 49.24

Maintenance Worker \$ 49.24

49.24

**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	\$ 20.19
3rd & 4th Term	25.96
5th & 6th Term	31.71
7th & 8th Term	40.37
9th Term	46.10

Per Hour: Supplemental Benifits

1st & 2nd Term	\$ 18.10
3rd & 4th Term	24.79
5th & 6th Term	29.25
7th & 8th Term	35.90
9th Term	40.37

4-28

**Steamfitter****03/01/2023****JOB DESCRIPTION** Steamfitter**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

AC Service/Heat Service & Refrigeration \$ 43.85

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.

NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).

NOTE: Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

AC Service/Heat Service \$ 19.96  
Per Hour Paid: 16.45

**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	\$ 21.23
2nd Term	25.63
3rd Term	29.85
4th Term	36.05

Benefits per hour Worked:	Per Hour Paid:	
1st Term	\$ 13.29	\$ 9.78
2nd Term	14.57	11.06
3rd Term	15.91	12.40
4th Term	17.72	14.21

4-638B-StmFtrRef

**Steamfitter****03/01/2023****JOB DESCRIPTION** Steamfitter**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2022

Sprinkler/Steam AC/Heat Fitter \$ 68.61

Temporary Heat & AC Fitter 52.16

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sprinkler/Steam Fitter \$ 52.74

Temporary Heat & AC 43.29

**Fitter**

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

**OVERTIME PAY**

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

Sprinkler/Steam	Wages \$ 137.22	Benefit \$ 103.50
Temp Heat/AC	Wages \$ 104.32	Benefit \$ 84.60

**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
\$ 27.48	\$ 34.34	\$ 41.19	\$ 48.05	\$ 54.90

**SUPPLEMENTAL BENEFIT** per hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
\$ 21.60	\$ 26.80	\$ 31.98	\$ 37.18	\$ 42.36

**Premium Time Amounts:**

41.52	51.86	62.18	75.52	82.84
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4-638A-StmSpFtr

**Teamster - Asphalt Delivery**

**03/01/2023**

**JOB DESCRIPTION** Teamster - Asphalt Delivery

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

07/01/2022

Asphalt Delivery	\$ 41.255
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Light Construction Work:

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

TRUCK DRIVER

Asphalt Delivery	\$ 35.99
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**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work

TRUCK DRIVER

Asphalt Delivery	\$ 50.3125
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Light Construction Work

TRUCK DRIVER

Asphalt Delivery	\$ 13.05
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**OVERTIME PAY**

See (B, \*B2, E, \*\*I, P, R, T, \*\*\*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**

**03/01/2023**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris, Cesspool & Leachate Pumping)

07/01/2022

Trailers \$ 35.77

Straight Jobs \$ 35.47

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classifications

\$ 38.85

**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**

**03/01/2023**

**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

07/01/2022

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

Concrete Delivery 36.815

**SUPPLEMENTAL BENEFITS**

Per Hour:

**Heavy Construction Work**  
Concrete Delivery \$ 45.475

**Light Construction Work**  
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**

**03/01/2023**

**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.

07/01/2022

Site Excavating \$ 41.255  
(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 \$ 35.99  
(Chauffeurs)

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work  
Chauffeurs \$ 50.3125

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**

**03/01/2023**

**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 07/01/2022

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

( 29 ) Juneteenth



**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



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

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

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

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

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

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

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

**NYSDOL Bureau of Public Work Debarment List 03/07/2023**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

**NYSDOL Bureau of Public Work Debarment List 03/07/2023**

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DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

**NYSDOL Bureau of Public Work Debarment List 03/07/2023**

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DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETT ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACOME		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

**NYSDOL Bureau of Public Work Debarment List 03/07/2023**

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DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002

**NYSDOL Bureau of Public Work Debarment List 03/07/2023**

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DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023

**NYSDOL Bureau of Public Work Debarment List 03/07/2023**

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DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026

**NYSDOL Bureau of Public Work Debarment List 03/07/2023**

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DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

**NYSDOL Bureau of Public Work Debarment List 03/07/2023**

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DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAKUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

## **EPCAL Emergency Road Access Project**

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

## **EPCAL Emergency Road Access Project**

### **SEXUAL HARASSMENT PREVENTION POLICY**

"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 Section 201-G of the Labor Law."

---

AUTHORIZED SIGNATURE

---

PRINT NAME/TITLE/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.**

## **EPCAL Emergency Access Road Project**

### **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/Location work being done** \_\_\_\_\_  
**City and State**

under contract number \_\_\_\_\_  
**Government Contract No. (See No. 3 Below)**

that \_\_\_\_\_  
**State All Work or List the Specific Classes of Work**

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

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

\_\_\_\_\_ to \_\_\_\_\_  
**Beginning Date** \_\_\_\_\_ **Ending Date** \_\_\_\_\_

Last date on which work was performed at the site was \_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
**Signature**

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

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

**26. NO LIEN AFFIDAVIT & 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.

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

There are no specific WMBE requirements for this project.

## **EPCAL Emergency Access Road Project**

MUNICIPAL CORPORATION

TOWN OF RIVERHEAD  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901

CONTRACT NAME: \_\_\_\_\_ PROJECT No.: \_\_\_\_\_

### **AFFIDAVIT**

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

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

I, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
Name Title

of \_\_\_\_\_ Contractor  
Name of Firm \_\_\_\_\_ Subcontractor  
Project No.: \_\_\_\_\_ With: \_\_\_\_\_

Contractor Name

for \_\_\_\_\_  
Indicate Nature of Work

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

\$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
\$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
\$ \_\_\_\_\_ due and owing to \_\_\_\_\_  
\$ \_\_\_\_\_ due and owing to \_\_\_\_\_

Use additional sheet if necessary.

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

Names and Address of Subcontractors  
\_\_\_\_\_  
\_\_\_\_\_

Type of Work  
\_\_\_\_\_  
\_\_\_\_\_

Use additional sheet if necessary

\_\_\_\_\_  
Signature

STATE OF NEW YORK

SS:

COUNTY OF: \_\_\_\_\_

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

of \_\_\_\_\_ the \_\_\_\_\_  
(Contractor or Subcontractor) (Corporation or Partnership)

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

\_\_\_\_\_  
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.

## **EPCAL Emergency Access Road Project**

### **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

**PROPOSAL FORM**

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

**PROPOSAL  
FOR**

**EPCAL EMERGENCY ACCESS ROAD PROJECT**

**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:

**EPCAL EMERGENCY ACCESS ROAD PROJECT**  
**BID PRICING SHEET**

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

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

**Award 1**

The construction of an emergency access road at Veteran's Memorial Park, located at Calverton, NY. The Town anticipates that the specifications will include but is not limited to Site Preparation (Mobilization, Construction Layout, etc.); Clearing and Grubbing ( $\pm$  1.1 acres); Excavation/Embankment; Subbase & Base Course Aggregate; Fine Grading Base (Binder) Course Asphalt Pavement; Grading Spreading Topsoil & Seed; Miscellaneous Structures (Gate, Signage, etc.) and Erosion & Sediment Controls (Silt Fence).

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

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

## ITEMIZED PROPOSAL FORM

**TOWN OF RIVERHEAD  
EPCAL EMERGENCY ACCESS ROAD IMPROVEMENTS PROJECT**

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEMS (FILL IN UNIT PRICES WRITTEN IN WORDS)	UNIT PRICE BID		EXTENDED TOTAL AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
100	LUMP SUM	GENERAL REQUIREMENTS, MOBILIZATION, MAINTENANCE AND DEMOBILIZATION FOR: _____/LS DOLLARS CENTS	-----	-----		
200	LUMP SUM	CLEARING AND GRUBBING FOR: _____/LS DOLLARS CENTS	-----	-----		
201	LUMP SUM	DEMOLITION AND REMOVAL OF MISCELLANEOUS ITEMS FOR: _____/LS DOLLARS CENTS	-----	-----		
203	1725 CY	UNCLASSIFIED EXCAVATION INCLUDING RECHARGE BASIN AREA AND UNSUITABLE SUBGRADE SOILS FOR PAVEMENT FOR: _____/CY DOLLARS CENTS				
300	520 CY	DENSE GRADED AGGREGATE BASE MATERIAL (RCA) FOR: _____/CY DOLLARS CENTS				
SUBTOTAL (THIS PAGE):						

**ITEMIZED PROPOSAL FORM**

**TOWN OF RIVERHEAD  
EPCAL EMERGENCY ACCESS ROAD IMPROVEMENTS PROJECT**

ITEM	ESTIMATED QUANTITY	DESCRIPTION OF ITEMS (FILL IN UNIT PRICES WRITTEN IN WORDS)	UNIT PRICE BID		EXTENDED TOTAL AMOUNT BID PRICE	
			DOLLARS	CENTS	DOLLARS	CENTS
402A	430 TONS	ASPHALT CONCRETE – TYPE 3 BINDER COURSE (NYSDOT 403.13)  FOR: _____/TON DOLLARS CENTS				
600-18	90 LF	SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE (18 INCH. DIAMETER)  FOR: _____/LF DOLLARS CENTS				
605	1 EACH	PRECAST CONCRETE HEADWALL  FOR: _____/EA DOLLARS CENTS				
607	76 LF	CHAIN LINK FENCE WITH TOP TENSION WIRE  FOR: _____/LF DOLLARS CENTS				
608	2 EACH	FENCE GATES  FOR: _____/EA DOLLARS CENTS				
<b>SUBTOTAL (THIS PAGE):</b>						

## ITEMIZED PROPOSAL FORM

**TOWN OF RIVERHEAD  
EPCAL EMERGENCY ACCESS ROAD IMPROVEMENTS PROJECT**

## **TOTAL BID AMOUNT**

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

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

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

## **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**

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

\_\_\_\_\_ 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**

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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.
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9. Weather.
10. Contract Security.
11. Laws and Ordinances.
12. Qualifications for Employment.
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## **CONDITIONS OF CONTRACT**

### **1. CONTRACT DOCUMENTS AND DEFINITIONS**

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

Extra Work: The term "extra work" as used herein, refers to and includes all work required by the Town, which in the 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.

#### **1. 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.

#### **2. TIME OF COMPLETION**

The Town of Riverhead anticipates that all work on this contract shall be started on May 8, 2023 and the aggregate roadway be completed by May 26, 2023. The Town may elect to postpone paving work until after September 1, 2023 but before October 31, 2023. The contractors bid should reflect this delay in base paving work.

#### **3. 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 \$5,000 per day for each day of delay to start work or complete the aggregate roadway by May 26, 2023 unless an alternate completion date is accepted by the Town. Failure to complete all work within the specified time frame may also result in termination of this contract and submission by the Town for restitution via the contractor's performance bond.

#### **4. 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.

## **5. 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.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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 minus 10% retention within thirty (30) calendar days provided the payment request is correct and complete.

## **13. 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.

## **14. 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.

## **15. 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 ensure 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.

### **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 form 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.

### **38. 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.

### **39. CLAIMS AGAINST TOWN OFFICIALS AND EMPLOYEES**

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

### **40. PROOF OF CARRIAGE OF INSURANCE**

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

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

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

#### **41. TERM OF CONTRACT**

Construction work must start on May 8, 2023 and the aggregate roadway must be complete and usable by May 26, 2023. Base paving may be delayed by the Town until after September 1, 2023 but no later than October 31, 2023. Bids proposals must reflect this anticipated schedule of completion.

## **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 ensure 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. PERMITS**

No permits will be required for this project.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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.

## **11. 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.

## **12. 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.

## **13. 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.

## **14. 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. The Town will designate an area on site for use by the contractor to store equipment and materials. Will the contractor will be responsible for securing any such area to prevent access by the public and/or theft. The Town shall not be responsible for loss of contractor equipment, tools or stored materials due to inclement weather, vandalism or theft.

## **15. 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.

## **16. 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.

## **17. WARNING SIGNS**

The contractor shall take whatever steps may be necessary to protect the worksite and provide necessary signage and barricades to separate the public and occupants of the area from work areas and/or construction related hazards.

## **18. 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.

## **19. 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.

## **20. 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.

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

## **EPCAL EMERGENCY ROAD ACCESS PROJECT**

### **TECHNICAL SPECIFICATIONS**

**The following section contains the technical details and requirements of this contract. These details and requirements along with the pre-bid inspection of the work site constitute the project requirements and specifications.**

## TECHNICAL SPECIFICATIONS

### **ITEM 100 – GENERAL REQUIREMENTS, MOBILIZATION, MAINTENANCE, AND DEMOBILIZATION**

#### **1. DESCRIPTION:**

Under this item, the Contractor shall mobilize, maintain and demobilize their forces for the project. The Contractor shall provide field survey stakeout, equipment and general provisions, including shop and storage areas, site meeting areas, sanitary facilities, health, safety and temporary controls, bonds and insurances, site clean up and all other general requirements. The contractor shall pay for all quality control testing, as required by the specifications.

The field survey stakeout and construction layout shall be performed by a qualified individual(s) and in a manner that is acceptable to the Engineer. The Engineer shall provide the contractor with field control and referenced points for laying out the work.

All work items shall be performed in full compliance with the specifications and to the satisfaction of and as directed by the Town Engineer.

#### **2. METHOD OF MEASUREMENT / BASIS OF PAYMENT:**

The lump sum price bid for Item 100 shall not exceed five percent (5%) of the total bid amount.

Payment for this item will be made in three (3) payments as follows:

- Forty percent (40%) of lump sum bid will be paid after full mobilization
- Forty percent (40%) of lump sum bid will be paid when the Dense Graded Aggregate Base Material (RCA) (Item 300) has been completed and accepted by the Engineer.
- Twenty percent (20%) of lump sum bid will be paid when the Asphalt Concrete – Type 3 Binder Course (Item 402A) has been completed and accepted by the Engineer, the contractor has vacated the job site, restored all areas disturbed by Contractor operations and construction to original or better conditions.

In the event the bid price for Item 100 exceeds five percent (5%) of the total bid amount, the bid price for Item 100 shall be reduced down to an amount that is five percent (5%) of the total bid amount.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 200 – CLEARING AND GRUBBING**

#### **1. DESCRIPTION:**

This work shall consist of clearing, grubbing, chipping, removing, and disposing of all trees, brush, stumps, and debris within the proposed construction area. The intent of this Item is to remove the trees, brush, plant growth and debris that is necessary to properly perform the required roadway improvements and shown on the Contract Drawings and as directed by the Town Engineer.

#### **2. CONSTRUCTION DETAILS:**

The Contractor shall remove all trees, brush, stems, branches, stumps, stubs, roots, dead wood, undergrowth debris, and other objectionable material in the area shown on the Contract Drawings and/or as directed by the Engineer.

The Contractor shall remove all trees, brush, stems, branches, stumps, stubs, roots, dead wood, undergrowth debris, and other objectionable material in the areas along the proposed auxiliary access roadway to accommodate pavement improvements.

The Contractor shall carefully prune all branches of trees less than 16 feet above any part of the proposed roadway limits and all branches that have been broken or injured during construction.

The cleared and grubbed material shall be disposed of off-site at a permitted facility.

The burning of the clearing debris shall be prohibited.

#### **3. METHOD OF MEASUREMENT:**

Payment for Clearing and Grubbing will be made on a lump sum basis for work satisfactorily completed in accordance with the Plans, Specifications, and/or as directed by the Engineer.

#### **4. BASIS OF PAYMENT:**

The lump sum bid for this Item shall include all labor, materials, equipment, trucking, the off-site disposal, and incidentals necessary to perform the work in accordance with the plans, specifications, and/or as directed by the Engineer.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 201 – DEMOLITION AND REMOVAL OF MISCELLANEOUS ITEMS**

#### **1. DESCRIPTION:**

- A. The Contractor shall furnish all labor, materials, equipment and incidentals required for demolition, removals and disposal work shown, specified and required to complete the project. The work shall include all demolition and removal of all miscellaneous items, including but not limited to fences, concrete slabs, as shown on the Contract Drawings and as directed by the Town Engineer.

#### **2. SITE & PROJECT CONDITIONS:**

##### A. Protection:

- 1. Closing or obstructing of parking areas and passageways outside the limits of the work by the placement or storage of materials will not be permitted, and all operations shall be conducted with a minimum interference to vehicular or pedestrian traffic.
- 2. Contractor shall erect and maintain barriers, lights, and other required protective devices.
- 3. Contractor shall repair damages caused by his operation to facilities to remain, or to any property belonging to the Town, utilities, or occupants of other facilities.
- 4. The work shall comply with the applicable provisions of all governing codes and as hereinafter specified.
- 5. Contractor shall exercise precautions for fire protection. Burning of debris shall not be permitted.

##### B. Scheduling:

- 1. Any equipment, piping and appurtenances removed without proper authorization, shall immediately be replaced to the satisfaction of the Engineer at no cost to the Town.

## TECHNICAL SPECIFICATIONS

### C. Notification:

1. At least 48 hours prior to commencement of a demolition or removal, Contractor shall notify the Engineer in writing of his proposed schedule therefor. The Town will inspect the existing equipment and review with the Contractor those items, which are to remain the property of the Town. No removals shall be started without the permission of the Engineer.

### 3. **CONSTRUCTION DETAILS:**

#### A. Disposition of Materials and Equipment:

1. All materials and construction and demolition debris removed from existing work shall become the property of the Contractor, except for those items, which the Town had identified and marked, to remain the property of the Town.
2. Contractor shall dispose of all demolition materials, debris, and all other items not to remain as property of the Town, off the site and in conformance with all existing applicable laws and regulations.
3. Off-site disposal for all demolished material and debris shall be at a solid waste disposal facility approved by the New York State Department of Environmental Conservation. All costs, permits and fees for proper disposal shall be obtained and borne by the Contractor.

### 4. **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:**

The lump sum price bid for this Item shall include all labor, equipment, materials, and incidentals necessary to satisfactorily complete the work in accordance with the plans, typical sections, specifications, and/or as directed by the Town Engineer.

The Contractor shall replace, at his own expense, all sections of work, which have been damaged or displaced, due to carelessness or neglect on the part of the Contractor.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 203 - UNCLASSIFIED EXCAVATION (Recharge Basin Area and Unsuitable Subgrade Soils for Pavement)**

#### **1. DESCRIPTION:**

Under this Item, the Contractor shall remove and dispose of soils and subgrade soil material within the proposed recharge basin area and proposed auxiliary access roadway area as is necessary as shown on the plans and/or as directed by the Engineer.

Under this Item, the Contractor shall remove and dispose of the vegetation and soil material at the bottom and the side slopes up to four feet (4') from the bottom of the recharge basin area as ordered by the Engineer.

Under this Item, the Contractor shall also remove and dispose of subgrade soil material determined unsuitable for direct support of the pavement improvements as ordered by the Engineer.

Unsuitable material is defined as material which is not capable of supporting the expected traffic loads as determined by the Engineer.

All excess materials from the excavation work shall become the property of the Town and such material shall be legally disposed of as ordered by the Engineer at no additional cost to the Town.

#### **2. REQUIREMENTS:**

The requirements of the appropriate Sections for Item 203.02, Unclassified Excavation and Disposal, as listed in the Standard Specifications of the New York State Department of Transportation, shall apply.

#### **3. METHOD OF MEASUREMENT:**

The quantity of excavation to be paid for under this Item will be the number of cubic yards of excess and/or unsuitable material measured in its original position excavated and disposed of onsite in the locations as required by the plans or as ordered by the Engineer.

#### **4. BASIS OF PAYMENT:**

The unit price bid per cubic yard for this Item shall include the cost of furnishing all labor, materials and equipment necessary to complete the work, including hauling and disposal of the material and all movement, spreading and grading of all materials.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 300 - DENSE GRADED AGGREGATE BASE MATERIAL (RCA)**

#### **1. DESCRIPTION:**

Under this Item, the Contractor shall furnish and place a dense graded aggregate base material to the depth, and in the places as is necessary and ordered by the Town Engineer.

#### **2. MATERIALS:**

The base course blend shall consist of a dense graded aggregate and/or a Recycled Concrete Aggregate (RCA) as approved by the Engineer. The material shall meet the following criteria:

- a. Gradation - The material shall be well-graded and meet the following gradation limits:

<u>Sieve Size</u>	<u>Percent Passing</u>
1-1/2 inch	100
1 inch	90 - 100
1/2 inch	65 - 85
3/8 inch	55 - 75
# 4	40 - 55
# 8	30 - 45
# 30	11 - 27
# 200	1 - 10

In addition, when the material is used to change the gradation of an existing material, the above gradation limits shall be adjusted. The material supplied when combined with the existing material shall produce a product capable of meeting the strength requirements as specified herein.

- b. Plasticity Index - The portion of the base blend that is finer than the #40 sieve shall have a Plasticity Index of zero (0), maximum, according to ASTM D424.
- c. Soundness - The coarse aggregate, when subjected to five (5) cycles of the magnesium soundness test, shall have a weighted loss of 20 percent, according to ASTM C88.
- d. Abrasion Loss - The maximum wear loss as determined by the Los Angeles Abrasion Test, ASTM C131, shall be 45%.

## TECHNICAL SPECIFICATIONS

- e. CBR Value - The laboratory compacted California Bearing Ratio, as determined by ASTM D1883, shall not be less than 100% after 96 hours of soaking.
- f. Sampling - All samples shall be taken in accordance with applicable ASTM Standards. Final acceptance samples shall represent a lot of material of not more than 2000 cubic yards for gradation testing, nor more than 8000 cubic yards for all other testing.
- g. Testing - All testing shall be performed by a laboratory approved by the Engineer.

### **3. METHOD OF CONSTRUCTION:**

- a. The subgrade surface shall be free of holes, depressions, bumps, waves, corrugations and loose material. Any unsuitable subgrade shall be removed and replaced. The cost of removal of any unsuitable material shall be paid for under Item 203.
- b. The materials shall be delivered to the job site in a well mixed unsegregated state. All deliveries shall be accompanied by printed tickets stating the cubic yards delivered.
- c. The material shall be spread on the prepared subgrade to a loose depth required to provide the specified compacted thickness of the base course. Individual layers shall not be less than three (3) inches or more than six (6) inches after compaction. When the base course is constructed in more than one layer, the previously constructed layer shall be cleaned of loose and foreign matter.
- d. The base course shall be compacted to a minimum density of not less than 95% of the maximum density of the material as determined by "The Method of Test for Moisture Density Relationship of Soil, Using a 10 lb. Rammer and 18 in. Drop," ASTM D1557.
- e. The compaction equipment used shall be a vibratory soil compactor. Standard asphalt rollers will not be permitted that will not cause segregation and provide a surface that is smooth and within the tolerances of this specification. The material should be damp or moist but not wet during the compaction operation to promote densification. Compaction between curbs shall be performed by beginning at the curb line and compacting inward toward the center.
- f. Segregation occurring during the construction of the base before the next course is placed, shall be corrected by remixing or by removing the segregated area and replacing it with non-segregated material. If the

## TECHNICAL SPECIFICATIONS

subgrade material becomes churned up or mixed with the base course for any reason whatsoever, before the next course is placed, the base course shall be removed, the subgrade graded and compacted and clean base course placed in accordance with this specification. The Contractor shall receive no additional compensation for this correction.

- g. After compaction, the top surface shall not extend above the theoretical elevation for this course and after testing with a straight edge or parabolic template ten (10) feet in length, any depression over 1/4 of an inch below the theoretical grade line shall be satisfactorily eliminated.

### **4. METHOD FOR MEASUREMENT:**

The quantity of dense graded aggregate base material to be paid for under this Item will be the number of cubic yards compacted and measured in place as ordered by the Engineer.

### **5. BASIS OF PAYMENT:**

The unit price bid per cubic yard for this Item shall include the cost of furnishing the material and all preparation, spreading, compaction, mixing, mechanical blending, hauling, labor, equipment tools and incidentals necessary to complete the work.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 402A – ASPHALT CONCRETE – TYPE 3 BINDER COURSE**

#### **1. DESCRIPTION:**

All requirements of the New York State Department of Transportation Standard Specifications of January 1, 2016, as amended for Item 403.13 Asphalt Concrete Type 3 Binder Course shall apply except as herein modified.

#### **2. CONSTRUCTION DETAILS**

The asphalt concrete binder course material shall be laid down in one (1) lift in a manner that would result in a compacted thickness of two and one-half (2-1/2) inches unless otherwise directed by the Town Engineer.

#### **3. METHOD OF MEASUREMENT AND BASIS OF PAYMENT**

The quantity to be paid for under this Item shall be the number of tons of compacted material placed in accordance with the plans and specifications and shall include the cost for all labor, materials and equipment necessary to satisfactorily complete the work.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 600-18 - SMOOTH INTERIOR CORRUGATED POLYETHYLENE PIPE (18-INCH DIAMETER)**

#### **1. DESCRIPTION:**

Under this Item, the Contractor shall furnish and install smooth interior corrugated polyethylene pipe, excavate the trench, connect the pipe to structures or other pipe as shown on the plans, backfill with clean fill material and mechanically compact the backfill. The pipes shall be installed to line and grade and at the locations shown on the plans or where directed by the Town Engineer.

#### **2. MATERIALS:**

The smooth lined corrugated polyethylene pipe shall conform to the requirements of Subsection 706-12, Smooth Interior Corrugated Polyethylene Pipe, of the Standard Specifications of the New York State Department of Transportation, as amended.

The pipe also must exceed the minimum engineering property values as specified in Section 18 of the AASHTO Standard Specifications for Highway Bridges.

Backfill material used shall conform to the requirements of Subsection 203-2.02C Select Granular fill and Selected Structural Fill of the Standard Specification of the New York State Department of Transportation, as amended.

**Basis of Acceptance:** Acceptance of this material will be based on the manufacturer's name appearing on the NYSDOT Approved List and the manufacturer's certification of compliance with these requirements.

#### **3. CONSTRUCTION DETAILS:**

The pipe installation shall conform to Section 603, Culverts and Storm Drains, of the New York State Department of Transportation Standard Specifications, as amended.

Movement of construction equipment and all other vehicles and loads over and adjacent to any pipe shall be done at the Contractor's risk. When determined by the Engineer, any pipe that is damaged or disturbed through any cause, shall be replaced as directed by the Engineer, at the expense of the Contractor and at no cost to the Town.

The Contractor shall support and protect existing utilities as required by the utility having jurisdiction.

## TECHNICAL SPECIFICATIONS

The Contractor shall furnish and install sheeting as required by soil conditions, depth of excavation and O.S.H.A. requirements, in accordance with the plans, specifications and as directed by and subject to the approval of the Engineer.

Where soft, spongy, or other unstable soil is encountered at the grade established, unless other special construction methods are called for on the Plans or in special provisions, all of such unstable soil under the pipe and for a width of at least one diameter on each side of the pipe shall be removed and replaced with gravel or other suitable material. In all cases, the bed shall be thoroughly compacted and shall provide a firm foundation for the pipe.

The Contractor shall be responsible at all times for the carrying out of all excavation operations in a safe and prudent manner in accordance with the applicable sections of the Specifications.

The Contractor shall comply with all applicable requirements of Industrial Code Rule 53, "Construction, Excavation and Demolition Operations at or Near Underground Facilities."

The Contractor shall backfill the trench with select granular fill or selected structural fill in accordance with Subsection 203-3.15, Fill and Backfill at Structures, Culverts, Pipes, Conduits and Direct Burial Cables of the Standard Specifications of the New York State Department of Transportation, as amended.

### **4. METHOD OF MEASUREMENT:**

The quantity to be paid for under this Item will be the number of liner feet of pipe installed measured along the bottom center line of pipe between the inside faces of manholes, catch basins, leaching basins or structures incorporated into the work in accordance with the plans or as directed by the Town Engineer. No payment will be made for pipe extending beyond these limits.

### **5. BASIS OF PAYMENT:**

The unit price bid per linear foot shall include the cost of furnishing all labor, materials and equipment necessary to complete the work, including but not limited to trench excavation; safe operation sheeting and bracing; furnishing and installation of pipe; backfilling with existing and/or backfilling and furnishing suitable granular material; compaction; temporary trench repair, including furnishing of the dense graded material; hauling and disposal of all excess and unsuitable material; dewatering; utility support and protection.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 605 – PRECAST CONCRETE HEADWALL**

#### **1. DESCRIPTION:**

Under this item, the Contractor shall furnish and install precast concrete headwalls in accordance with the details shown on the plans and as per the latest Town of Riverhead Road and Drainage Standards, at the locations and to the lines and grades shown on plan or as directed by the Town Engineer.

#### **2. MATERIALS:**

**Precast Headwall:** The Town Engineer shall be notified of the name and location of the precast headwall fabricator prior to the start of production. Supply precast headwalls meeting the requirements of New York State Department of Transportation Standards Section 704-03, Precast Concrete – General, except as noted herein.

Use the headwall dimensions shown on the Contract Drawings and the Town of Riverhead Road and Drainage Standards. Shall the dimensions differ, the Town of Riverhead Road and Drainage Standards shall govern.

**Rodent Screen:** Use screens of #2 or #3 welded wire mesh, 16 gauge or heavier, made of Type 304 stainless steel wire or carbon steel wire, hot dipped galvanized in accordance with New York State Department of Transportation Standards Section 719-01.

#### **3. CONSTRUCTION DETAILS:**

The construction details for Item 605, Precast Concrete Headwall, as shown in the Contract Drawings shall apply for the installation of each. Install each headwall with a rodent screen as specified.

#### **4. METHOD OF MEASUREMENT:**

The quantity to be paid for under this Item shall be the actual number of structures constructed complete, in accordance with the plans, details, specifications and as directed by the Town Engineer.

#### **5. BASIS OF PAYMENT:**

The unit price shall include the cost of furnishing all labor, equipment and material required to fabricate and install the headwall.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 607 – CHAIN LINK FENCE WITH TOP TENSION WIRE**

#### **1. DESCRIPTION:**

Under this Item, the Contractor shall furnish and erect fencing of the type and size, and at the locations shown on the plans or as directed by the Engineer. Construction of the fencing shall be done in accordance with the specifications, the standard sheets, and the plans, and in reasonably close conformity with the lines and grades shown on the plans or established by the Engineer.

#### **2. MATERIALS:**

All the requirements of the New York State Department of Transportation Standard Specifications, as amended for Item 607, Fences, shall apply except and modified herein and directed by the Engineer.

Additional materials shall conform to the requirements of the New York State Department of Transportation Standard Specifications, Section 607-2.

#### **3. CONSTRUCTION DETAILS:**

The Contractor shall perform such clearing and grubbing as necessary to construct the fence to the required grade and alignment. Construction of the chainlink fence shall conform to Section 607-3.01 General and Section 607-3.03 Chain-Link Fencing with Top Tension Wire of the New York State Department of Transportation Standard Specifications,

#### **4. METHOD OF MEASUREMENT:**

The quantity to be paid for under this item will be the amount of linear feet of fencing furnished and installed in accordance with the Plans, Specifications, and/or as directed by the Engineer.

#### **5. BASIS OF PAYMENT:**

The unit price bid per linear foot of fencing shall include the cost of furnishing all materials, labor and equipment necessary to satisfactorily complete the work.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 608 – FENCE GATES**

#### **1. DESCRIPTION:**

Under this Item, the Contractor shall furnish and erect fencing and metal fence gates of the type and size, and at the locations shown on the plans or as directed by the Engineer. Construction of the fencing shall be done in accordance with the specifications, the standard sheets, and the plans, and in reasonably close conformity with the lines and grades shown on the plans or established by the Engineer.

#### **2. MATERIALS:**

All the requirements of the New York State Department of Transportation Standard Specifications, as amended for Item 607, Fences, shall apply except and modified herein and directed by the Engineer.

Additional materials shall conform to the requirements of the New York State Department of Transportation Standard Specifications, Section 607-2.

All the requirements of the New York State Department of Transportation Standard Specifications, as amended for Item 607-2.03, Fence Gates, shall apply except and modified herein and directed by the Engineer.

#### **3. CONSTRUCTION DETAILS:**

The Contractor shall perform such clearing and grubbing as necessary to construct the fence to the required grade and alignment. Construction of the chainlink fence shall conform to Section 607-3.01 General and Section 607-3.07 Fence Gates of the New York State Department of Transportation Standard Specifications, as well as the details of New York State Department of Transportation Standard Sheet 607-06.

#### **4. METHOD OF MEASUREMENT:**

The quantity to be paid for under this item will be the number of complete gates furnished and erected in accordance with the Plans, Specifications, and/or as directed by the Engineer.

#### **5. BASIS OF PAYMENT:**

The unit price bid for each gate shall cover the cost of furnishing all labor, materials, tools and equipment necessary to satisfactorily complete the work and shall include all necessary clearing, grubbing, excavation and disposal, fill, concrete, gates, gate posts, lock, bracing and all other necessary materials.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 611 - GRADING, FURNISH AND SPREAD TOPSOIL AND SEED**

#### **1. DESCRIPTION:**

The work under this Item shall consist of grading, furnishing and spreading topsoil and seed within the limits and to the line and grade as shown on the plans, or as directed by the Town Engineer.

#### **2. MATERIALS:**

The materials used shall conform to the following sections or items of the New York State Department of Transportation Standard Specifications, as amended:

Topsoil .....	Section 713-01
Limestone .....	Section 713-02
Fertilizer .....	Section 713-03
Seeds .....	Section 713-04
Select Granular Subgrade .....	Section 203-2

#### **3. CONSTRUCTION DETAILS:**

The season for placing seed shall be from March 15th to May 15th and from August 15th to October 15th unless otherwise directed or permitted by the Engineer.

The surfaces of the areas to be covered with topsoil and seed shall be first graded to 3 inches below finished elevations by cutting and/or filling as required or as directed by the Engineer. All undesirable material (including existing grass) and excess fill material within the area to receive topsoil and seed shall be removed and disposed of as ordered by the Engineer.

Topsoil shall then be placed and spread over the area to sufficient depth to provide a minimum of 3 inches in the completed work after natural settlement and rolling. After spreading the topsoil, all clods, lumps, stones larger than 1/2", roots or other foreign matter shall be raked up, removed and disposed of from the site.

If the existing material is deemed by the Engineer to be suitable topsoil, then additional topsoil will not be required. The existing material shall be raked, graded and free of all clods, lumps, stones larger than 1/2", roots or other foreign matter.

Ground limestone shall be applied and incorporated into the topsoil at a rate of 40 pounds per 1000 square feet. Fertilizer shall be commercial type 3 (10-6-4) and shall be evenly spread over the prepared area at the rate of 40 pounds per 1000 square feet and thoroughly raked in to incorporate it with the soil. The grass seed shall be mixed as follows: Yorktown "2" Rye 20%, Kentucky Bluegrass 30%, "Rebel" Tall Fescue 50%. The mix shall then be uniformly sown at the rate of four (4) pounds per 1000 square feet.

## TECHNICAL SPECIFICATIONS

After sowing the seed, the area shall be lightly raked and rolled to firm the seed bed. The roller shall weigh not less than 4-1/2 pounds and not more than 5-1/2 pounds per linear inch of roller. The area seeded shall, when rolled, be at proper grade and shall be smooth and even.

Should the completed surface become gullied, eroded, settled, or otherwise damaged, the affected areas shall be repaired and reseeded as required.

The Contractor shall be responsible for proper protection and maintenance of the seeded areas until a satisfactory stand of grass, acceptable to the Engineer, has been established. During dry weather, the Contractor shall water the seeded area frequently enough to insure germination. Where seed fails to germinate, the Contractor shall prepare and reseed these bare or sparse areas at his expense until a uniform stand of grass is established and acceptable to the Engineer.

### **4. METHOD OF MEASUREMENT:**

The quantity to be paid for under this Item shall be the number of square yards of area on which a satisfactory stand of grass has been established. If, in the opinion of the Town Engineer, the existing material is suitable topsoil and only topsoil preparation and seeding is required, the affected area will be measured and reduced by 50% for payment purposes. The Town Engineer shall be the sole judge of the acceptability of the existing material and the decision shall be final.

### **5. BASIS OF PAYMENT:**

The unit price bid per square yard for these items shall include the cost of re-handling of suitable excavated material used as fill in seeding areas, additional suitable fill material (if necessary), furnishing and spreading of topsoil where required, disposal of excess material offsite and all labor, materials, tools, equipment and incidentals necessary to complete the work.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 620 – STONE FILLING (FINE)**

#### **1. DESCRIPTION:**

Under this Item, the Contractor shall furnish and install stone filling over a geotextile fabric around the catch basin grates as shown on the plans and/or as directed by the Engineer.

#### **2. MATERIALS:**

All the requirements of the New York State Department of Transportation Standard Specifications, as amended for Item 620.02, Stone Filling (Fine), shall apply except and modified herein and directed by the Engineer.

The Geotextile Fabric used for the base protection and support shall meet the requirements of Item 207.04, Geotextile Slope Protection."

#### **3. CONSTRUCTION DETAILS:**

The Contractor shall prepare the area for the stone filling as shown on the plans and as directed by the Engineer.

The stone filling around the catch basin grates shall be placed to a minimum depth of twelve (12) inches.

The placement of the Geotextile Fabric shall be performed in accordance with Section 207-3.02, Bedding and Slope Protection.

The placement and installation of the stone filling shall be performed in accordance with the requirements of Section 620.

#### **4. METHOD OF MEASUREMENT:**

The quantity to be paid for under this item will be the number of cubic yards of stone filling furnished and installed in accordance with the Plans, Specifications, and/or as directed by the Engineer.

#### **5. BASIS OF PAYMENT:**

The unit price bid per cubic yard shall include the cost of furnishing all materials, labor and equipment necessary to satisfactorily complete the work including all required grading, furnishing and placing the geotextile fabric, furnishing and placing the stone filling.

END OF SECTION

## TECHNICAL SPECIFICATIONS

### **ITEM 625 – TYPE 1 CATCH BASIN**

#### **1. DESCRIPTION:**

Under this item, the Contractor shall furnish and install catch basins in accordance with the details shown on the plans, at the locations and to the lines and grades shown on plan or as directed by the Town Engineer.

All requirements of the New York State Department of Transportation Standard Specifications as amended for Item 604.02 Catch Basins, as well as shall apply except as herein modified.

#### **2. MATERIALS:**

A Galvanized Reticuline Grate with Lock and the Suffolk County, Pattern No. 3131C, Type 1 Frame, as manufactured by Campbell Foundry Co., or an approved equal shall be used.

Castings shall receive two coats of asphaltic paint.

#### **3. CONSTRUCTION DETAILS:**

The construction details for Item 625, Catch Basin, as shown in the Contract Drawings shall apply for the installation of each. The use of precast concrete catch basins is required under Item 625.

#### **4. METHOD OF MEASUREMENT:**

The quantity to be paid for under this Item shall be the actual number of structures constructed complete, in accordance with the plans, details, specifications and as directed by the Town Engineer.

#### **5. BASIS OF PAYMENT:**

The unit price shall include the cost of furnishing all labor, equipment and material including reinforcing bars, concrete or masonry, castings, frames, covers, grating and step irons. The unit price shall include all excavation, backfilling with existing or imported suitable granular material, temporary sheeting and bracing and dewatering if necessary, hauling and disposal of all excess and unsuitable material, installation of the backing blocks and utility support and protection.

END OF SECTION

## **EPCAL EMERGENCY ROAD ACCESS PROJECT**

### **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**

**EPCAL EMERGENCY ROAD ACCESS PROJECT**

**FORM OF CONTRACT**

# **FORM OF CONTRACT FOR EPCAL EMERGENCY ROAD ACCESS PROJECT**

THE TOWN OF RIVERHEAD  
EPCAL EMERGENCY ROAD ACCESS PROJECT  
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 EPCAL EMERGENCY ROAD ACCESS PROJECT**

THE TOWN OF RIVERHEAD  
EPCAL EMERGENCY ROAD ACCESS PROJECT  
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:

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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 EPCAL EMERGENCY ROAD ACCESS PROJECT**

THE TOWN OF RIVERHEAD  
EPCAL EMERGENCY ROAD ACCESS PROJECT  
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

**EPCAL EMERGENCY ROAD ACCESS PROJECT**

**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

# EPCAL EMERGENCY ROAD ACCESS PROJECT

## 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

**EPCAL EMERGENCY ROAD ACCESS PROJECT**

**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

Please complete and affix to your sealed bid envelope.



**DELIVER TO: TOWN CLERKS OFFICE, 200 HOWELL AVE, RIVERHEAD, NY 11901**

**BIDDER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**BID NAME: EPCAL EMERGENCY ACCESS  
ROAD PROJECT**

**BID OPENING DATE: APRIL 6, 2023  
TIME: 11:00AM**

**BIDS MUST BE DELIVERED TO:**

**TOWN OF RIVERHEAD  
TOWN CLERKS OFFICE  
200 HOWELL AVENUE  
RIVERHEAD, NY 11901**

**PRIOR TO 11AM ON APRIL 6, 2023**

**LATE BIDS WILL NOT BE ACCEPTED FOR ANY REASON**