

# **VILLAGE OF DOBBS FERRY WESTCHESTER COUNTY NEW YORK**

## **CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT**

May 20, 2019

Prepared For

The Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, New York

Prepared By:

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N.Y.S.P.E. No. 55191

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## NOTICE TO BIDDERS

Sealed bids for the “**Cedar Street Sidewalk and Stairway Improvement**” will be received by the Village Clerk of the Village of Dobbs Ferry, Village of Dobbs Ferry 112 Main St, Dobbs Ferry, NY 10522 **until 10:00 a.m. Wednesday June 19, 2019** at which time they will be publicly opened and read aloud in the Village Hall Meeting Room. **This contract generally consists of a sidewalk improvement project removing the existing sidewalks on the south side of Cedar Street between Main Street and Palisade Street and along a portion of Palisades Street replacing the sidewalks with walks and steps.**

Plans and specifications relating to said proposal may be obtained at the office of the Village Hall, 112 Main St, Dobbs Ferry, NY 10522, **Monday June 3, 2019**, upon deposit of Fifty (\$50.00) Dollars, of which Twenty-five (\$25.00) Dollars is refundable to bidders upon the return of the documents within thirty (30) days. Non-bidders shall receive the sum of Twenty-five (\$25.00) Dollars upon the return of the documents within thirty (30) days.

The Bid Package / Documents can be obtained on the Village Website. Bidders that download the bid package must inform the Village Clerk and the Engineer of Record that they have obtained the bid package from the Village website so any addendums or notices pertaining to the project can be sent to the potential bidder. Bidders that do not inform the Village Clerk and the Engineer of Record do so at their own risk.

Bidders must sign in when they pick up the bid package with the name of the firm, the contact, the contact phone number and E-Mail address.

Each bidder must deposit with his bid a certified check of not less than five percent (5%) of the base bid accompanied by a Consent of Surety from a recognized Bonding Company, or a bid bond with a Bonding Company Licensed to do business in the State of New York, in the form and subject to the conditions provided in the Information for Bidders. Said deposit will be considered as a guarantee that the bidder will enter into a contract and furnish the necessary bonds and insurance for the work, if awarded to him, and will be forfeited to the Village of Dobbs Ferry as liquidated damages if he fails to do so, within the specified time.

Bids may be mailed or delivered to the Village Clerk at the above address, provided the Bid is received by the Village Clerk prior to the time of public opening;

A pre-bid meeting is scheduled for Tuesday June 11, 2019 at 10 AM at which time all potential bidders must be present to make a site visitation to qualify to bid this project. Site visitation will be at the intersection of Cedar Street and Palisade Street.

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Village Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Village Board further reserves the right to reject any or all bids.

Sealed Bids must be addressed to the Village Clerk and marked, "Cedar Street Sidewalk and Stairway Improvement" - due no later than **10:00 a.m. on Wednesday June 19, 2019. Questions regarding this contract may be directed to the Village of Dobbs Ferry at (914) 231-8500.**

**Friday May 24, 2017**

**by order of the Village Board  
Elizabeth Draper, Village Clerk**

**CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT  
THE VILLAGE OF DOBBS FERRY**

**PROOF OF VISITATION**

**Site Visitation 10:00 AM Tuesday June 11, 2019**

**Location at the Intersection  
of Cedar Street & Palisade Street**

**Bid time and date 10:00 a.m. on Tuesday June 19, 2019**

I, \_\_\_\_\_  
Authorized Representative of the Bidder  
of \_\_\_\_\_  
Contractor Billing the Project

**I hereby certify that I visited and examined the project site on Tuesday  
June 11, 2019**

\_\_\_\_\_  
Signature of Bidder's Representative

\_\_\_\_\_  
Printed name of Bidder's Representative

\_\_\_\_\_  
Phone Number of Bidder

\_\_\_\_\_  
E-Mail of Bidder

**NOTE: Must be submitted as separate document with Bid.**

## SECTION B

### INSTRUCTIONS TO BIDDERS

1. **DOCUMENTS:** Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Invitation to Bid." A complete set of Documents consists of the following:
  - a. A bound copy of the Specifications
  - b. Addenda (if any)
  - c. Contract Plans (if any)
2. **PROPOSALS:** To be considered, proposals on the forms included herein, must be a set in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are bound in the specifications as Section C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to Village Board, Village of Dobbs Ferry, Westchester County, New York and be clearly identified with (1) Project Name, (2) Name of Bidder and address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone or telegraphic bids will not be accepted.

3. **QUALIFICATIONS OF BIDDERS:** The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that such Bidder is properly qualified to carry out obligations of the Contract and to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejection of Proposal and forfeiture of bid security.

4. **CONDITIONS OF WORK:** Each Bidder must inform himself fully of conditions relating to the construction and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his Bid. Bidders' attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site. If rock probes or test borings have been made by the Owner, they will be made available to the Contractor for inspection on the same conditions. Bid shall include the complete costs of furnishing all materials, with the Drawings and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.
5. **ADDENDA AND INTERPRETATION:** Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the Engineer of Record for the project Paul J. Petretti, P.E., L.S., CFM for the Village of Dobbs Ferry and, to be given any consideration, must be received at least seven (7) days prior to the date fixed for the opening of bids. All such interpretations, any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such addenda will not relieve the Bidder of any obligation under his Bid submitted. Any Addenda so issued shall become part of the Bidding Documents. Reception of Addenda shall be noted on the "Bid Form."
6. **BID SECURITY:** Each bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five percent (5%) of his bid payable to the Owner, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if in case he is awarded the contract, and he shall thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of the Bids, and the remaining bid security will be returned to the other bidders after the Owner and the accepted Bidder have executed the Contract Documents. In the event no Contract has been so executed within forty-five (45) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, his bid security will be returned. The Bid Security of the successful Bidder will be retained until the filing and approval of the bonds and insurance.

7. **INSURANCE REQUIRED:** The successful Bidder will be required to procure any pay for the following types of insurance, in accordance with the provision listed in Pages E-1 through E-3.

- a. General Liability Insurance
- b. Automobile Liability Insurance
- c. Compensation, Disability and Employer's Liability Insurance
- d. Unemployment Insurance

8. **SECURITY FOR FAITHFUL PERFORMANCE:** The Contractor shall, prior to execution of the Contract submit two separate executed bonds, (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the contract.

The Bonds shall be prepared as specified in Section D - Form of Performance Bond and Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the Owner and are authorized to transact business in the State of New York.

In addition, at the time of final payment, a two-year Maintenance Bond guaranteeing against defective materials and workmanship will be required in an amount equal to one hundred percent (100%) of the contract amount.

9. **FORM OF AGREEMENT:** The form of agreement is included in these documents in Section D.
10. **AWARD:** The contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Village Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Village Board further reserves the right to reject any and all bids.
11. **OWNER:** Village of Dobbs Ferry, Westchester County, New York.
12. **SALES TAX EXEMPTION:** Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Village of Dobbs Ferry are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.

13. **REQUIRED SUBMISSIONS:** Prior to award, the successful bidder will be required to meet the following requirements:

- a. The successful bidder must provide the Village with a certificate issued by the Secretary of State that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and the supplying of the requisite certificate of doing business of each such entity).
- b. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Village or is a relative of any such Village officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the Village.

SECTION C  
BID PROPOSAL

**VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK**  
**CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENTS**

**TO:**

The Village Board  
Village of Dobbs Ferry  
Village Hall  
112 Main St  
Dobbs Ferry, NY 10522

**Bid Submitted By:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(Federal ID Number)

1. I/We do hereby declare that I/we have carefully examined the Instructions to Bidders, the Plans, Profiles and other drawings and the Specifications relating to the above entitled matter and the work and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or other cause whatsoever.
4. I/We do hereby agree that I/we will execute a contract therefore, containing all the terms, conditions, provisions, and covenants necessary to complete the work according to the Plans and Specifications therefore within fifteen (15) business days after the award of the contract, and if I/we fail to execute said contract within said period of time, that The Village Board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/we will commence the work within five (5) days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract. I/we further agree that the Owner may deduct for liquidated damages the sums set forth in the Special Conditions if I/we fail to complete the work within the time limits specified.

SECTION C (cont.)

BID PROPOSAL (cont.)

6. I/We hereby affirm that 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 the penalty of perjury, that to the best of knowledge and belief;
  - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
  - (d) No member of The Village Board or any officer or employee of the Village of Dobbs Ferry, New York, or person whose salary is payable in whole or in part from the said Village Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty-five (45) calendar days from the date of the opening bids, and that within said period of forty-five (45) days, the Village will accept or reject this proposal, or this time period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
9. I/We hereby affirm that I/we will adhere to the requirements of the attached "Affirmative Action Certification."
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We will accept, in full payment for the completed work, the following unit prices as my/our base bid.
12. I/We hereby agree that I/we shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in unit price of that item.

\*\*Total bid for estimated quantities:

**TOTAL BASE BID**

Amount in Figures: \$ \_\_\_\_\_

\_\_\_\_\_  
Amount in Words

The **\*\*TOTAL BASE BID** shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed and are only for bid comparison purposes and final payment will be made for the actual quantities regardless of the estimated quantities contained herein.

\_\_\_\_\_  
(Legal Name of Bidder)

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

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
\_\_\_\_\_

**Corporate Seal (if incorporated)**

Bidder acknowledges receipt of Addenda as follows:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\*\*Total bid for estimated quantities:

**TOTAL BASE BID**

Amount in Figures: \$ \_\_\_\_\_

\_\_\_\_\_  
Amount in Words

The **\*\*TOTAL BASE BID** shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein.

\_\_\_\_\_  
(Legal Name of Bidder)

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

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
\_\_\_\_\_

**Corporate Seal (if incorporated)**

Bidder acknowledges receipt of Addenda as follows:

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_

\_\_\_\_\_  
(Signature)

### STATEMENT OF QUALIFICATIONS

The following is a list of places where we have performed work of similar character and magnitude, together with references:

LOCATION	DESCRIPTION OF WORK	APPROXIMATE COST	NAME & PHONE OF ENGINEER/OWNER

The full name and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

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### **AFFIRMATIVE ACTION CERTIFICATION**

A bidder will not be eligible for award of a contract under this Invitation for Bids unless such a bidder has submitted as part of its bid the following certification, which will be deemed a part of the resulting contract:

#### **BIDDERS' CERTIFICATION**

\_\_\_\_\_ certifies that:  
(Bidder)

1. They intend to use the following listed construction trades in the work under the contract\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ ; and

2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part 1 of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of the Plan, those trades being:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and/or

- b. as those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts, the minimum minority manpower utilization goals and the specific affirmative action's steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these Bid conditions, those trades being:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and/or

3. They will obtain from each of their subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

### **NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

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

I hereby affirm under the penalties of perjury that the foregoing statement is true.

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2019, before

me personally came \_\_\_\_\_ and known  
to me to be the person described in and who executed the foregoing instrument, and he  
acknowledged to me that he executed the same.

Notary Public \_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2019, before

me personally came \_\_\_\_\_,

a member of the co-partnership of \_\_\_\_\_,  
and known to me to be the person described in and who executed the foregoing instrument, and he  
acknowledged to me that he executed the same as and for the act and deed of the said co-  
partnership.

Notary Public \_\_\_\_\_

**CORPORATION ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2019, before

me personally came \_\_\_\_\_ to me known, who, being by me

duly sworn, did depose and say that he resides in/at \_\_\_\_\_

\_\_\_\_\_  
that he is the \_\_\_\_\_ of the \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument, that he knows the  
corporate seal of the said corporation, that the seal affixed to the said instrument is such corporate  
seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he  
signed his name thereto by like order.

Notary Public \_\_\_\_\_

**BID SHEET**  
**VILLAGE OF DOBBS FERRY SIDEWALKS AND STAIRWAY IMPROVEMENT**  
**2019 BID PACKAGE**

NOTE: Unit prices include all work necessary to complete, in place, each listed item including, but not limited to, labor, materials and incidentals. Unit prices are to be written in both words and numbers. In case of a discrepancy, those shown in words shall govern. All prices are to be in dollars and cents.

ITEM NO.	ESTIMATED QUANTITY	UNIT	ITEM WITH UNIT PRICES (IN WORDS)	UNIT PRICE (IN NUMBERS)	EXTENSION EST. QTY. X UNIT PRICE (IN NUMBERS)
100	1	LS	Maintenance and Protection of Traffic		
			LS		
200	1	LS	Special Conditions	\$7,000.00	\$7,000.00
300	1	LS	Remove & Dispose of Existing Sidewalks, Curbs & Features		
			LS		
400A	100	SY	Pavement Replacement		
			SY		
500A		Each	Concrete Steps and Stairways		
	1		5 Step		
	1		4 Step		
	5		3 Step		
	4		2 Step		
	1		1 Step		
500B	183	SY	Concrete Sidewalk		

BID SHEET  
VILLAGE OF DOBBS FERRY SIDEWALKS AND STAIRWAY IMPROVEMENT  
2019 BID PACKAGE

500C	40	SY	Concrete Driveway Apron		
500D	40	SY	Stamped Concrete Border		
			SY		
500E	3	CY	Concrete - Miscellaneous		
			CY		
600	301	LF	Stone Curbing		
600	10	LF	Concrete curbing		
			LF		
700	100	LF	Install Handrail		
			LF		
1400	1	LS	Restoration		
			LS		
1500	1	LS	Miscellaneous Additional Work	\$7,000.00	\$7,000.00
1600	1	LS	Additional Work - Bus Stop	\$10,000.00	\$10,000.00
			Enclosure		
TOTAL BASE BID** See Pag C-3					
			(IN WORDS)	(IN NUMBERS)	

## **SECTION D**

### **FORM OF AGREEMENT**

The Contract form will be as shown on Pages D-2 through D-4

### **FORM OF BID BOND**

The Bid Bond form will be the "Bid Bond" A.I.A. Document A310 - 2010

And D-5 Acknowledgement

### **FORM OF PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

The form of Performance Bond and Labor and Material Payment Bond, will be the  
"Performance Bond and Labor and Material Payment Bond,"  
A.I.A. Document A311 & 312 as deemed appropriate

And D-6 or D-7 Acknowledgements

### **FORM OF MAINTENANCE BOND**

The form of Maintenance Bond D-8

And D-9 Acknowledgement

### **FORM OF GENERAL RELEASE**

The form of General Release is included on Page D-10

**PROJECT: CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT**

**BID DATE: Wednesday June 19, 2019 at 10:00 AM**

**AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by  
and between \_\_\_\_\_

(a corporation organized and existing under the state of

\_\_\_\_\_) \* (a partnership consisting of

\_\_\_\_\_) \* (an individual trading as

\_\_\_\_\_) \* (hereinafter called the "**Contractor**")

and **Village of Dobbs Ferry** hereinafter called the "**Owner.**"

**WITNESSETH**, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

**Article 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda thereto, numbered \_\_\_\_\_.

**Article 2. The Contract Price.** The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the unit prices stipulated in the bid for the respective items of work completed, subject to additions and deductions as provided in the Section – Changes in the work in the General Conditions.

Contract Price

\*Strike out the two terms not applicable.

**Article 3. Contract Documents.** The Contract Documents shall consist of the following (including their attachments and exhibits):

- |    |  |    |   |
|----|--|----|---|
| a. | This agreement   | f. | Special Conditions                                  |
| b. | Addenda (if any)   | g. | General Conditions                                  |
| c. | Invitation for Bids  | h. | Technical Specifications                            |
| d. | Instructions to Bidders  | i. | Drawings (as listed in the<br>Schedule of Drawings) |
| e. | Signed Copy of Bid, with all<br>attachments required for the<br>bidding. | j. | Payment & Performance Bonds                         |
|    |  | k. | Certificates of Insurance                           |

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in five (5) original copies on the day and year first above written.

ATTEST: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

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

\_\_\_\_\_  
Village of Dobbs Ferry  
(Owner)

By: \_\_\_\_\_  
Charlene Indelicato, Village Administrator

STATE OF NEW YORK }  
COUNTY OF WESTCHESTER } SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came Charlene Indelicato to me known, who, being by me duly sworn, did depose and say that she resides in Village of Dobbs Ferry, New York; that she is Village Administrator of the Village of Dobbs Ferry, the municipal corporation described in, and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Village Board of the said corporation and that he signed her name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK }  
COUNTY OF WESTCHESTER } SS

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_ 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

# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:***(Name, legal status and address)*

TBD

TBD

**SURETY:***(Name, legal status and principal place of business)*

TBD

TBD

**OWNER:***(Name, legal status and address)*

TBD

TBD

Village of Dobbs Ferry  
112 Main Street, Dobbs Ferry  
New York 10522

**BOND AMOUNT:****PROJECT:***(Name, location or address, and Project number, if any)*

TBD

Project Number, if any:

TBD

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Surety)

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Title)

Init.

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### CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

} SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he resides at \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and that it  
was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her  
name thereto by like order.

\_\_\_\_\_  
Notary Public

### SURETY ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

} SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and he  
signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board  
of Directors of said Corporation and by authority of the standing resolutions thereof.

\_\_\_\_\_  
Notary Public

ATTACHMENT:

1. POWER OF ATTORNEY

# THE AMERICAN INSTITUTE OF ARCHITECTS



*AIA Document A311*

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title or contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

The Village of Dobbs Ferry, 112 Main Street,  
Dobbs Ferry, New York 10522

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated

(Here insert full name, address and description of project)

19

entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

AIA DOCUMENT A311 - PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND - AIA ®

FEBRUARY 1970 ED. - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., NW., WASHINGTON, D. C. 20006

## LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimants work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

Signed and sealed this

(W)(nc-s)  
(V)(lnss)

day of

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

19	
(Principal)	
(Tilt)	
(Surety)	(Seal)

### CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

} SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn,  
did depose and say that he resides at: \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and that it  
was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her  
name thereto by like order.

\_\_\_\_\_  
Notary Public

### SURETY ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

} SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and he  
signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board  
of Directors of said Corporation and by authority of the standing resolutions thereof.

\_\_\_\_\_  
Notary Public

ATTACHMENT:  
1. POWER OF ATTORNEY

# **AIA® Document A312™ – 2010**

## **Performance Bond**

**CONTRACTOR:***(Name, legal status and address)***SURETY:***(Name, legal status and principal place of business)***OWNER:***(Name, legal status and address)*

Village of Dobbs Ferry  
112 Main Street  
Dobbs Ferry, New York 10522

**CONSTRUCTION CONTRACT**

Date:

Amount: \$

Description:

*(Name and location)*

Uninterruptible Power Supply (UPS)

**BOND**

Date:

*(Not earlier than Construction Contract Date)*

Amount: \$

Modifications to this Bond: ☐ None ☐ See Section 16**CONTRACTOR AS PRINCIPAL**Company: *(Corporate Seal)***SURETY**Company: *(Corporate Seal)*

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

Name and

Title:

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

Name and

Title:

*(Any additional signatures appear on the last page of this Performance Bond.)**(FOR INFORMATION ONLY — Name, address and telephone)***AGENT or BROKER:****OWNER'S REPRESENTATIVE:***(Architect, Engineer or other party:)***ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1382705251)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

Init.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

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

Name and Title: \_\_\_\_\_

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

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

Name and Title: \_\_\_\_\_

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

Init.

## **Additions and Deletions Report for AIA<sup>®</sup> Document A312<sup>™</sup> – 2010**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:25:48 on 01/10/2013.

### **PAGE 1**

#### Uninterruptible Power Supply (UPS)

## ***Certification of Document's Authenticity***

***AIA® Document D401™ – 2003***

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:25:48 on 01/10/2013 under Order No. 6871475021\_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A312™ – 2010, Performance Bond, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

---

*(Signed)*

---

*(Title)*

---

*(Dated)*

## CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

} SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn,  
did depose and say that he resides at: \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and that it  
was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her  
name thereto by like order.

\_\_\_\_\_  
Notary Public

## SURETY ACKNOWLEDGMENT

STATE OF NEW YORK  
COUNTY OF WESTCHESTER

} SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came  
\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and he  
signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board  
of Directors of said Corporation and by authority of the standing resolutions thereof.

\_\_\_\_\_  
Notary Public

ATTACHMENT:  
1. POWER OF ATTORNEY

## FORM OF MAINTENANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (hereinafter called the Principal) as  
Principal and the \_\_\_\_\_, a  
Corporation with an office and place of business for the State of New York at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Surety), are held  
and firmly bound unto the \_\_\_\_\_  
(hereinafter called the Oblige) as Oblige in the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) **DOLLARS**, lawful money of  
the money of the United States of America, for the payment whereof the Principal and Surety bind  
themselves, their successors and assigns, jointly and severally, firmly by these presents.

**Signed, sealed and dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, **2019**.

**WHEREAS**, the Principal heretofore entered into a written contract with Oblige for (enter  
project name here) \_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, the Contract provides that the Principal shall guarantee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, the condition of this obligation is such, that if the above Principal  
shall indemnify the Oblige against loss by reason of his materials or workmanship which may  
appear in the work under said contract within the period of two year (s) from the date of  
acceptance of the work, then this obligation shall be void; otherwise to remain in full force and  
effect.

#### CONTRACTOR AS PRINCIPAL:

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

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

Corporate  
Seal  
(Contractor)

#### SURETY:

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

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

Corporate  
Seal  
(Surety)

(Corporate and Surety Acknowledgments must be notarized; see page D-11)

## CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF WESTCHESTER

} SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn, did depose

and say that he resides in \_\_\_\_\_;

that he is the \_\_\_\_\_ of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and that it  
was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her  
name thereto by like order.

\_\_\_\_\_  
Notary Public

## SURETY ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF WESTCHESTER

} SS.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and he  
signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board  
of Directors of said Corporation and by authority of the standing resolutions thereof.

\_\_\_\_\_  
Notary Public

ATTACHMENT:

1. POWER OF ATTORNEY

**GENERAL RELEASE**

(To be submitted with requisition for final payment)

KNOW ALL MEN BY THESE PRESENTS, that, \_\_\_\_\_  
(Contractor)

for and in consideration of the sum of \_\_\_\_\_  
(full amount of contract)

lawful money of the United States of America, to it in hand paid by the Village of Dobbs Ferry, have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors and assigns remise, release, quit-claim, and forever discharge the said Village of Dobbs Ferry, and its successors and assigns and administrators, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contract, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law and equity, which against the said Village of Dobbs Ferry he now has, ever had, or which he or his heirs, executors, or administrators hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto, dated \_\_\_\_\_, 2019, and any admittance or supplements thereto.

**IN WITNESS WHEREOF**, the undersigned corporation has caused this agreement to be signed by its \_\_\_\_\_ and its corporate seal to be hereto affixed and duly attested

by its \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 2019.

Principal:

(Corporate Seal)

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK

COUNTY OF WESTCHESTER

} ss.

On the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that (s)he resides in \_\_\_\_\_;

that (s)he is the \_\_\_\_\_ of \_\_\_\_\_ the corporation described in and which executed the within instrument; that he knows the corporate seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and that it was so affixed by authority of the Board of Directors of said Corporation and that (s) he signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

## SECTION E

### INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the Village of Dobbs Ferry, and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a. General Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
    - (1) Premises - Operations;
    - (2) Contractual as respect this contract including the indemnification set forth in Section 146 - Indemnity Clause of the General Conditions.
    - (3) Any deductibles shall not be the liability of the Village of Dobbs Ferry.
  - b. Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that Village of Dobbs Ferry is not responsible for premium.
  - c. Automobile Liability Insurance with a single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
    - (1) Owner automobiles;
    - (2) Hired automobiles;
    - (3) Non-owned automobiles.
  - d. Compensation, Disability and Employer's Liability Insurance The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

- e. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractors and his subcontractors assessed against the owner under the authority of said law.
2. All policies and certificates of insurance of the Contractor shall state that "the Village of Dobbs Ferry is an additional insured" under the policy.
3. The Contractor, as part of the Contract, shall agree to the following clauses for all policies and certificates of insurance:
  - a. The insurance companies issuing the policy or policies shall have no recourse against the Village of Dobbs Ferry for payment of any premiums or for assessments under any form of policy.
  - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor. The Contractor agrees to indemnify and hold harmless the Village of Dobbs Ferry and its offices, employees, agents and officials for any and all such deductibles.
  - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Village Engineer, Village of Dobbs Ferry, 112 Main St, Dobbs Ferry, New York 10522, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the Village.
5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
6. Other coverage may be required by the Village of Dobbs Ferry based on specific needs.
7. If, at any time, any of the said policies shall be or become unsatisfactory to the Village, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Village, the Contractor shall promptly obtain a new policy, submit the same to the Department of Law of the Village of Dobbs Ferry for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Village, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.

8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims.

## SECTION F

Westchester County

NEW YORK STATE  
Prevailing Wage Rates





Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

City of Dobbs Ferry

Paul Petretti, Civil Engineer  
Paul Petretti, P.E.  
30 Gould Ave.  
Dobbs Ferry NY 10522

Schedule Year 2018 through 2019  
Date Requested 05/20/2019  
PRC# 2019006470

Location Dobbs Ferry

Project ID#

Project Type Sidewalk improvement project removing the existing sidewalks on the south side of Cedar St between Main St and Palisade St replacing the sidewalks with steps.

### 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 2018 through June 2019. 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 "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 from 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. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

e(b) ).

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

City of Dobbs Ferry

Paul Petretti, Civil Engineer  
Paul Petretti, P.E.  
30 Gould Ave.  
Dobbs Ferry NY 10522

Schedule Year 2018 through 2019  
Date Requested 05/20/2019  
PRC# 2019006470

Location Dobbs Ferry

Project ID#

Project Type Sidewalk improvement project removing the existing sidewalks on the south side of Cedar St between Main St and Palisade St replacing the sidewalks with steps.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### Social Security Numbers on Certified Payrolls

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

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

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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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.

# **Construction Industry Fair Play Act**

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

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

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

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov).

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



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

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

**The law says that you are an employee unless:**

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

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

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

**Employee rights.** If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if 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 required by New York State and Federal Law.

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

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

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

**Employer Name:**

# WORKER NOTIFICATION

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

***Effective February 24, 2008***

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

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

# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of  
the Labor Laws  
of 2007:

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

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

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

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

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

Project Location: \_\_\_\_\_



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

***Effective July 18, 2008***

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

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

## Where to find OSHA 10-hour Construction Course

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

[https://labor.ny.gov/workerprotection/safetyhealth/dosh\\_training.shm](https://labor.ny.gov/workerprotection/safetyhealth/dosh_training.shm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophp.umdj.edu/wconnect/ShowSchedule.awp?--GROUP-AOTCON-10-->

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: [mailto:jsaps@buffalo.edu](mailto:mailto:jsaps@buffalo.edu)

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/tre/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/tre/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingleton@keene.edu](mailto:lsingleton@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

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

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

## Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

# WICKS Reform 2008

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

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

## **IMPORTANT INFORMATION**

**Regarding Use of Form PW30.1  
(Previously 30R)**

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

### **To use the '4 Day / 10 Hour Work Schedule':**

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

**AND**

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30.1 Form.

#### ***REMEMBER...***

The '4 Day / 10 Hour Work Schedule' applies **ONLY** to Job Classifications and Counties listed on the PW30.1 Form.

Do not write in any additional Classifications or Counties.

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

## Instructions for Completing Form PW30.1

(Previously 30R)

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

***Before completing Form PW30.1 check to be sure ...***

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

### Instructions (Type or Print legibly):

#### Contractor Information:

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

#### Project Information:

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

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

#### Requestor Information:

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

#### Return Completed Form:

- **Mail** the completed PW30.1 form to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -OR-
- **Fax** the completed PW30.1 form to: NYSDOL Bureau of Public Work at (518)485-1870



## Department of Labor

Bureau of Public Work Harriman  
State Office Campus  
Building 12, Room 130  
Albany, New York 12240  
Phone: (518) 457-5589 | Fax: (518) 485-1870  
[www.labor.ny.gov](http://www.labor.ny.gov)

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

Before completing this form, make sure that:

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

Please **type or print** the requested information and then **mail or fax** to the address above.

#### Contractor Information

Company Name: \_\_\_\_\_ FEIN: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

#### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_  
Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_  
(If you are Subcontractor)  
Prime Contractor Name: \_\_\_\_\_

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 3-8)*  
\*\*\* Do not write in any additional Classifications or Counties\*\*\*

#### Requestor Information

Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

### Job Classification Checklist

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

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

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

### Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	
Electrician	840 Teledata and 840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	633 bON	34		

### Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborer – Building	633b Cay	6		
Laborer – Building	633bOS	38		
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	35/2h	21, 22, 27, 33	18, 29	
Laborer – Residential	621r	2, 7	5	
Laborers – Tunnel	157	47	18, 29, 46	
Laborers – Tunnel	35T	21, 22, 27, 33	18, 29	
Laborers – Tunnel	190	1, 42, 58	11, 20, 46	
Mason – Building	2TS.1	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		

### Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Building/Heavy & Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-H/H	1, 4, 9, 10, 11, 14, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58		
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 38, 45, 50, 55		
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	

### Job Classification Checklist

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

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

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

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### 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

## Westchester County General Construction

### Boilermaker

05/01/2019

#### 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: 07/01/2018 01/01/2019

Boilermaker \$ 57.17 \$ 59.17

Repairs & Renovations \$ 57.17 \$ 59.17

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2018 01/01/2019

Boilermaker 32% of hourly 32% of hourly

Repair & Renovations Wage Paid Wage Paid

+ \$ 25.32 + \$ 25.35

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

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

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

#### HOLIDAY

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

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

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

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

#### REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2018 32% of Hourly Wage Paid Plus Amount Below	01/01/2019 32% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 19.37	\$ 19.38
2nd Term	20.22	20.24
3rd Term	21.06	21.08
4th Term	21.92	21.94
5th Term	22.77	22.79
6th Term	23.62	23.65
7th Term	24.46	24.49

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

4-5

### Carpenter

05/01/2019

#### JOB DESCRIPTION Carpenter

DISTRICT 8

#### ENTIRE COUNTIES

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

#### WAGES

Per hour: 07/01/2018

Piledriver \$ 53.63  
Dockbuilder \$ 53.63

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 50.62

### OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

### REGISTERED APPRENTICES

Wages per hour

(1) year terms:

1st	2nd	3rd	4th
\$21.45	\$26.82	\$34.86	\$42.90

Supplemental benefits per hour:

All Terms: \$ 33.49

8-1556 Db

### Carpenter

05/01/2019

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2018

Carpet/Resilient

Floor Coverer \$ 50.50

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

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 45.85

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

Paid for 1st & 2nd yr.

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

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

### REGISTERED APPRENTICES

Wage per hour - (1) year terms:

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

Supplemental benefits per hour - all apprentice terms:

\$ 31.11

8-2287

### Carpenter

05/01/2019

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Marine Construction:

Marine Diver \$ 67.94  
Marine Tender 48.24

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyman \$ 50.62

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

1st year \$ 21.45  
2nd year 26.82  
3rd year 34.86  
4th year 42.90

Supplemental Benefits

Per Hour:

All terms \$ 33.49

8-1456MC

**Carpenter**

**05/01/2019**

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Building  
Millwright \$ 52.70

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 53.16

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

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

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$34.23	\$37.83	\$42.08	\$48.64

8-740.1

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**Carpenter**

**05/01/2019**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2018

Timberman \$ 49.10

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2018

\$ 49.92

**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
\$19.64	\$24.55	\$31.92	\$39.28

Supplemental benefits per hour:

All terms \$ 33.14

8-1556 Tm

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**Carpenter**

**05/01/2019**

**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:

07/01/2018

Core Drilling:

Driller \$ 39.69

Driller Helper 31.62

Note: Hazardous Waste Pay Differential:

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

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

For Level A, an additional 10% above wage rate per hour  
Note: When required to work on water: an additional \$ 0.50 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2018

Driller and Helper \$ 25.45

#### OVERTIME PAY

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

#### HOLIDAY

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

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

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

8-1536-Core Driller

### Carpenter - Building / Heavy&Highway

05/01/2019

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

**DISTRICT** 11

#### ENTIRE COUNTIES

Putnam, Rockland, Westchester

#### WAGES

WAGES:(per hour)

07/01/2018

BUILDING/HEAVY & HIGHWAY:

Carpenter \$ 37.69  
+ 7.61\*

\* Amount paid on all hours, it is not subject to overtime premium

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen(15) percent of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 30.93

#### OVERTIME PAY

BUILDING:

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

HEAVY/HIGHWAY:

See ( B, E, P, \*R, \*\*T, X ) on OVERTIME PAGE.

\*R applies to Heavy/Highway Overtime Holiday Code 25 with benefits at straight time rate.

\*\*T applies to Heavy/Highway Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

#### HOLIDAY

BUILDING:

Paid: See ( 1 ) on HOLIDAY PAGE.

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

Holidays that fall on Saturday will be observed Friday. Holidays that fall on Sunday will be observed Monday.

HEAVY/HIGHWAY:

Paid: See ( 5, 6, 25 ) on HOLIDAY PAGE including benefits.

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

#### REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$18.85	\$22.61	\$24.50	\$26.38	\$30.15
+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*

Indentured before July 1 2016

1st	2nd	3rd	4th
\$18.85	\$22.61	\$26.38	\$30.15
+ 3.55*	+ 3.55*	+ 3.55*	+ 3.55*

\* Amount paid on all hours, it is not subject to overtime premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 15.98

11-279.1B/HH

**Electrician**

**05/01/2019**

**JOB DESCRIPTION** Electrician

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Service Technician \$ 32.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: \$ 16.10

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

9-3H

**Electrician**

**05/01/2019**

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

Per hour: 07/01/2018 04/25/2019

Electrician/A-Technician \$ 51.75 \$ 52.75

Teledata \$ 51.75 \$ 52.75

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds, etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

**SUPPLEMENTAL BENEFITS**

Per hour:

7/01/2018

04/25/2019

Journeyworker

\$ 48.80

\$ 50.55

**OVERTIME PAY**

See (A, G, \*J, P) on OVERTIME PAGE

\*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

**REGISTERED APPRENTICES**

Entering Program PRIOR to April 23, 2014

(1) year terms at the following wage rates:

	07/01/2018	04/25/2019
1st term	\$ 14.25	\$ 14.25
2nd term	17.05	17.05
3rd term	19.15	19.15
4th term	21.10	21.10
MIJ	26.50	26.50

Supplemental Benefits per hour:

	07/01/2018	04/25/2019
1st term	\$ 10.32	\$ 10.32
2nd term	13.76	13.76
3rd term	15.16	15.16
4th term	16.46	16.46
MIJ	13.38	13.38

Entering Program AFTER April 23, 2014

(1) year terms at the following wage rates:

	07/01/2018	04/25/2019
1st term	\$ 13.00	\$ 13.00
2nd term	15.00	15.00
3rd term	17.00	17.00
4th term	19.00	19.00
MIJ 1-12 months	23.00	23.00
MIJ 13-18 months	26.50	26.50

Supplemental Benefits per hour:

	07/01/2018	04/25/2019
1st term	\$ 9.49	\$ 9.49
2nd term	12.39	12.39
3rd term	13.73	13.73
4th term	15.06	15.06
MIJ 1-12 months	12.08	12.08
MIJ 13-18 months	13.38	13.38

8-3/W

## Electrician

05/01/2019

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

## WAGES

	07/01/2018	04/25/2019
Electrician	\$ 26.50	\$ 26.50
H - Telephone	\$ 26.50	\$ 26.50

Electrical and Teledata work of limited scope, consisting of repairs and /or replacement of defective electrical and teledata equipment.  
- Includes all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls and washing and cleaning of foregoing fixtures.

See Electrician/A Technician classification for all new installations of wiring, conduit, junction boxes and light fixtures.

## SUPPLEMENTAL BENEFITS

	07/01/2018	04/25/2019
Electrician & H - Telephone	\$ 13.38	\$ 13.38

## OVERTIME PAY

See (B, G, \*J, P) on OVERTIME PAGE

\*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

## HOLIDAY

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

8-3m

## Elevator Constructor

05/01/2019

**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:

07/01/2018

Elevator Constructor \$ 64.48

Modernization &  
Service/Repair 50.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor \$ 39.922

Modernization &  
Service/Repair 38.966

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

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

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

1 YEAR TERMS:

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

Elevator Constructor

1st Term	\$ 32.04
2nd Term	32.80
3rd Term	34.038
4th Term	35.277

Modernization &  
Service/Repair

1st Term	\$ 31.965
2nd Term	32.406
3rd Term	33.578
4th Term	34.745

4-1

**Elevator Constructor**

**05/01/2019**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

**PARTIAL COUNTIES**

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per Hour	07/01/2018	01/01/2019
Mechanic	\$ 56.75	\$ 58.57
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday or Tuesday 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 may be liable for overtime payments for work over 8 hours per day.

#### SUPPLEMENTAL BENEFITS

Per hour	07/01/2018	01/01/2019
Journeyman/Helper	\$ 32.645*	\$ 33.705*

(\*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

#### HOLIDAY

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

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

#### REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(\*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

#### Glazier

05/01/2019

#### 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:	7/01/2018	11/01/2018	5/01/2019
Glazier	\$ 54.75	\$ 55.25	+additional
*Scaffolding	55.75	56.25	\$ 1.25
Glass Tinting & Window Film	28.16	28.16	
**Repair & Maintenance	28.16	28.16	

\*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 \$100,000. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

#### SUPPLEMENTAL BENEFITS

Per hour:	7/01/2018	11/01/2018
Journeyworker	\$ 32.39	\$ 33.14
Glass tinting & Window Film	18.64	18.64
Repair & Maintenance	18.64	18.64

## OVERTIME PAY

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

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

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE  
For 'Repair & Maintenance' see (5, 6, 16, 25)

## REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2018	11/01/2018	5/01/2019
1st term	\$ 18.54	\$ 18.94	TBD
2nd term	26.84	27.09	
3rd term	32.45	32.75	
4th term	43.57	43.97	

Supplemental Benefits:

(Per hour)

1st term	\$ 15.76	\$ 15.86
2nd term	21.61	21.99
3rd term	23.81	24.26
4th term	27.96	28.56

8-1281 (DC9 NYC)

## Insulator - Heat & Frost

05/01/2019

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT** 8

## ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

## WAGES

Per hour: 07/01/2018

Insulator \$ 52.65

Discomfort & Additional Training\*\* \$ 55.59

Fire Stop Work\* \$ 28.17

\* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

\*\*Applies to work requiring; garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 32.70

Discomfort & Additional Training \$ 34.62

Fire Stop Work:  
Journeyworker \$ 16.70

## OVERTIME PAY

See (B, E, E2, Q, \*T) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12.00 noon and shall receive 8 hrs pay.

Overtime: See ( 2\*, 4, 6, 16, 25 ) on HOLIDAY PAGE.

\*Note: Labor Day triple time if worked.

### REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 23.27	\$ 28.17	\$ 37.96	\$ 42.87

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 24.65	\$ 29.64	\$ 40.02	\$ 45.22

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 13.50
2nd term	16.70
3rd term	23.10
4th term	26.30

Discomfort & Additional Training Apprentices:

1st term	\$ 14.27
2nd term	17.66
3rd term	24.44
4th term	27.83

8-91

## Ironworker

05/01/2019

**JOB DESCRIPTION** Ironworker

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Per Hour: 07/01/2018

Ironworker Rigger \$ 62.84

Ironworker Stone  
Derrickman \$ 62.84

### SUPPLEMENTAL BENEFITS

Per hour: \$ 39.79

### OVERTIME PAY

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

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

\*\* Benefits same premium as wages on Holidays only

### HOLIDAY

Paid: See (18) on HOLIDAY PAGE

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

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

### REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental benefits:

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

**Ironworker****05/01/2019****JOB DESCRIPTION** Ironworker**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2018	01/01/2019
Ornamental	\$44.65	\$1.25/hr.
Chain Link Fence	44.65	to be Allocated
Guide Rail	44.65	

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker:	\$ 54.05

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

1st Term	\$ 41.37
2nd Term	42.67
3rd Term	43.91
4th Term	46.44
5th Term	48.98

4-580-Or

**Ironworker****05/01/2019****JOB DESCRIPTION** Ironworker**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

PER HOUR:	07/01/2018	01/01/2019	07/01/2019
Ironworker:			Additional
Structural	\$ 50.70	\$ 51.05	\$1.93/Hr.
Bridges			to be allocated
Machinery			

**SUPPLEMENTAL BENEFITS**

PER HOUR:		
Journeyman	\$ 73.93	\$ 77.40

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 26.44	\$ 22.62
2nd	27.04	27.22
3rd - 6th	27.65	27.83

Supplemental Benefits

PER HOUR:

All Terms	52.68	53.60
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4-40/361-Str

**Ironworker**

**05/01/2019**

**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:	07/01/2018	07/01/2019
Reinforcing & Metal Lathing	\$ 56.28	\$ 2.00/Hr. to be Allocated
"Basic" Wage	\$ 54.65**	

\*\*Overtime to be calculated on "Basic" wage

**SUPPLEMENTAL BENEFITS**

Per hour:

Reinforcing & Metal Lathing	\$ 35.30
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**OVERTIME PAY**

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

\*Only \$22.00 per Hour for non worked hours

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

Wages Per Hour:

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

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

4-46Reinf

**Laborer - Building**

**05/01/2019**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

	07/01/2018
Laborer	\$ 38.95
Laborer - Asbestos & Hazardous Materials Removal	\$ 40.60*

\* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

## SUPPLEMENTAL BENEFITS

Per hour: 07/01/2018

Journeyworker \$ 25.75

## OVERTIME PAY

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

\*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D	Level E
0-1000	1001-2000	2001-3000	3001-4000	4001+
\$ 23.18	\$ 27.10	\$ 30.68	\$ 37.00	\$ 38.95

Supplemental Benefits per hour:

Apprentices

Level A	\$ 12.30
Level B	14.95
Level C	17.80
Level D	17.95
Level E	25.75

8-235/B

## Laborer - Heavy&Highway

05/01/2019

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

**\*\*PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES\*\***

GROUP I: Blaster and Quarry Master

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs/ Asphalt Screedman/Raker, Bar Person.

GROUP III: Pavement Breakers, Jeepor Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer

Wages:(per hour)	07/01/2018	03/31/2019
GROUP I	\$ 42.17*	\$43.28*
GROUP II	40.82*	41.93*
GROUP III	40.42*	41.53*
GROUP IV	40.07*	41.18*
GROUP V	39.72*	40.83*
GROUP VIA	41.72*	42.83*
Operator Qualified		
Gas Mechanic	52.17*	53.28*
Flagperson	33.37*	34.48*

\*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours

Per Hour \$ 22.38 \$23.32

Over 40 Hours

Per Hour 16.78 17.42

### OVERTIME PAY

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

### HOLIDAY

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies

For Holiday Overtime: 8, 9, 15, 25 - Code 'R' applies

### REGISTERED APPRENTICES

	1st term 1-1000hrs	2nd term 1001-2000hrs	3rd term 2001-3000hrs	4th term 3001-4000hrs
07/01/2018	\$ 22.65	\$ 26.72	\$ 30.79	\$ 34.76
03/31/2019	\$ 23.26	\$ 27.44	\$ 31.62	\$ 35.71

Supplemental Benefits per hour:

1st term	\$ 3.85 - After 40 hours: \$ 3.60
2nd term	\$ 3.95 - After 40 hours: \$ 3.60
3rd term	\$ 4.45 - After 40 hours: \$ 4.00
4th term	\$ 5.00 - After 40 hours: \$ 4.50

8-60H/H

### Laborer - Tunnel

05/01/2019

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

### ENTIRE COUNTIES

Dutchess, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

### PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Columbia: Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taghkanic

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

Greene: Township of Catskill

### WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

WAGES: (per hour)

	07/01/2018
Class 1	\$ 48.05
Class 2	\$ 50.20
Class 4	\$ 56.60

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL: On all Government mandated irregular shift work, Employee shall be paid at time and one half the regular rate Monday through Friday.

Saturday shall be paid at 1.65 times the regular rate.  
Sunday shall be paid at 2.15 times the regular rate.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 29.50 on  
straight hours  
  
\* \$ 44.25

\*This benefit rate is applicable on overtime, irregular shift work, Saturday, Sunday and Holiday hours.

### OVERTIME PAY

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

\*Applicable to Paid Holidays not worked.

### HOLIDAY

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

Overtime: See (\*16) on HOLIDAY PAGE

\* Double rate and benefits if worked

11-17/60/235/754Tun

## Lineman Electrician

05/01/2019

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

### ENTIRE COUNTIES

Westchester

### WAGES

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2018	05/06/2019	05/04/2020
Lineman, Tech, Welder	\$ 53.11	\$ 54.81	\$ 56.51
Crane, Crawler Backhoe	53.11	54.81	56.51
Cable Splicer-Pipe Type	58.42	60.29	62.16
Digging Mach Operator	47.80	49.33	50.86
Cert. Welder-Pipe Type	55.77	57.55	59.34
Tractor Trailer Driver	45.14	46.59	48.03
Groundman, Truck Driver	42.49	43.85	45.21
Equipment Mechanic	42.49	43.85	45.21
Flagman	31.87	32.89	33.91

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

### \*\* IMPORTANT NOTICE \*\*

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.

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no 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 worked (but also required on non-worked holidays):

Journeyman	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of	*plus 6.75% of	*plus 6.75% of

hourly wage                      hourly wage                      hourly wage

\*The 6.75% is based on the hourly wage paid, straight time or premium time.

### OVERTIME PAY

See ( B, E, Q, ) on OVERTIME PAGE. \*Note\* Double time for emergency work designated by the Dept of Jurisdiction.

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid                      See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime                      See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

### REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

	07/01/2018	05/06/2019	05/04/2020
1st term	\$ 31.87	\$ 32.89	\$ 33.91
2nd term	34.52	35.63	36.73
3rd term	37.18	38.37	39.56
4th term	39.83	41.11	42.38
5th term	42.49	43.85	45.21
6th term	45.14	46.59	48.03
7th term	47.80	49.33	50.86

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWest

### Lineman Electrician - Teledata

05/01/2019

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

### ENTIRE COUNTIES

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

### WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2018	01/01/2019	01/01/2020	01/01/2021
Cable Splicer	\$ 31.83	\$ 32.78	\$ 33.77	\$ 34.78
Installer, Repairman	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Teledata Lineman	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Tech., Equip. Operator	30.21	\$ 31.12	\$ 32.05	\$ 33.01
Groundman	16.01	\$ 16.49	\$ 16.99	\$ 17.50

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 4.73	\$ 4.73	\$ 4.73	\$ 4.73
	*plus 3% of wage paid	*plus 3% of wage paid	*plus 3% of wage paid	*plus 3% of wage paid

\*The 3% is based on the hourly wage paid, straight time rate or premium rate.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal, Lighting

05/01/2019

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT 6**

### ENTIRE COUNTIES

Westchester

### WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a ground man/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

(Ref #14.01.03)

Per hour:

	07/01/2018	05/06/2019	05/04/2020
Lineman, Technician	\$ 48.71	\$ 50.16	\$ 51.61
Crane, Crawler Backhoe	48.71	50.16	51.61
Certified Welder	51.15	52.67	54.19
Digging Machine	43.84	45.14	46.45
Tractor Trailer Driver	41.40	42.64	43.87
Groundman, Truck Driver	38.97	40.13	41.29
Equipment Mechanic	38.97	40.13	41.29
Flagman	29.23	30.10	30.97

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems, and the installation of Fiber Optic Cable.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

### \*\* IMPORTANT NOTICE \*\*

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.

\*Effective 05/06/2013, Tuesday thru Friday may be worked with no 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 worked (but also required on non-worked holidays):

Journeyman	\$ 23.40	\$ 24.15	\$ 24.90
	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage	*plus 6.75% of hourly wage

\*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.  
Supplements paid at STRAIGHT TIME rate for holidays.

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. \*Note\* Double time for emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP...Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.  
Contractor is still responsible to pay the hourly benefit amount for each hour worked.

#### HOLIDAY

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

#### REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

	07/01/2018	05/06/2019	05/04/2020
1st term	\$ 29.23	\$ 30.10	\$ 30.97
2nd term	31.66	32.60	33.55
3rd term	34.10	35.11	36.13
4th term	36.53	37.62	38.71
5th term	38.97	40.13	41.29
6th term	41.40	42.64	43.87
7th term	43.84	45.14	46.45

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249aWestLT

#### Mason - Building

05/01/2019

JOB DESCRIPTION Mason - Building

DISTRICT 9

#### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

#### WAGES

Per hour: 07/01/2018

Tile Setters \$ 56.13

#### SUPPLEMENTAL BENEFITS

Per Hour: \$ 33.29

#### OVERTIME PAY

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

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

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

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:							
1st	2nd	3rd	4th	5th	6th	7th	8th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000
\$29.13	\$33.57	\$36.69	\$40.13	\$43.77	\$47.22	\$50.15	\$53.93

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 15.70	\$ 15.75	\$ 17.70	\$ 18.15	\$ 18.98	\$ 20.03	\$ 21.57	\$ 26.76

**Mason - Building**

**05/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 11**

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

	07/01/2018	06/01/2019
Bricklayer	\$ 41.46	\$ 42.09
Cement Mason Bldg	41.46	42.09
Plasterer/Stone Mason	41.46	42.09
Pointer/Caulker	41.46	42.09

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK:** When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 34.08	\$ 35.20
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**OVERTIME PAY**

**OVERTIME:**

Cement Mason See ( B, E, Q, W ) on OVERTIME PAGE.

All Others See ( B, E, Q ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

**REGISTERED APPRENTICES**

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

**Mason - Building**

**05/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Building:

07/01/2018

Wages per hour:

Mosaic & Terrazzo Mechanic	\$ 52.46
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Mosaic & Terrazzo Finisher \$ 50.86

### SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic \$ 34.06

Mosaic & Terrazzo Finisher \$ 34.04

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

### REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2018	\$ 26.23	\$ 28.85	\$ 31.48	\$ 34.10	\$ 36.72	\$ 39.35	\$ 44.59	\$ 49.84

Supplemental benefits per hour:

07/01/2018	\$ 17.05	\$ 18.74	\$ 20.43	\$ 22.15	\$ 23.85	\$ 25.55	\$ 28.96	\$ 32.37 9-7/3
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### Mason - Building

05/01/2019

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2018

Building-Marble Restoration:

Marble, Stone & \$ 40.99  
Terrazzo Polisher, etc

### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone &  
Polisher \$ 26.59

### 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:

2701 hour term at the following wage:

	1st	2nd	3rd	4th
	1- 900	901- 1800	1801- 2700	2701
07/01/2018	\$28.63	\$32.75	\$36.87	\$40.99

Supplemental Benefits Per Hour:

07/01/2018

\$ 24.24

\$ 25.02

\$ 25.81

\$ 26.59

9-7/24-MP

**Mason - Building**

**05/01/2019**

**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: 07/01/2018

Marble Cutters & Setters \$ 58.63

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker \$ 36.12

**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:

7500 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2018									
\$23.34	\$26.29	\$29.22	\$32.16	\$35.11	\$38.05	\$40.98	\$43.93	\$49.82	\$55.68

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$25.69	\$26.55	\$27.44	\$28.30	\$29.16	\$30.03	\$30.91	\$31.77	\$33.50	\$35.26
									9-7/4

**Mason - Building**

**05/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2018

Tile Finisher \$ 43.36

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 28.99

**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-ff

**Mason - Building**

**05/01/2019**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

### WAGES

Per hour: 07/01/2018

Marble, Stone, etc.

Maintenance Finishers: \$ 22.77

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

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

### SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc.

Maintenance Finishers: \$ 13.24

### OVERTIME PAY

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

\*Double hourly rate after 8 hours on Saturday

### HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

### REGISTERED APPRENTICES

WAGES per hour:

(750 hour)terms at the 07/01/2018  
following percentage  
of journeyman's wage  
rate:

1st term	\$15.90
2nd term	\$16.82
3rd term	\$17.73
4th term	\$18.65
5th term	\$20.02
6th term	\$21.85
7th term	\$22.77

Supplemental Benefits:

Per hour:

1st term	\$ 13.14
2nd term	\$ 13.15
3rd term	\$ 13.17
4th term	\$ 13.18
5th term	\$ 13.20
6th term	\$ 13.20
7th term	\$ 13.24

9-7/24M-MF

### Mason - Building / Heavy&Highway

05/01/2019

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2018

Marble-Finisher \$ 46.76

### SUPPLEMENTAL BENEFITS

Journeyworker:  
per hour

Marble- Finisher \$ 33.93

### OVERTIME PAY

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

### HOLIDAY

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

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

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

9-7/20-MF

## Mason - Heavy&Highway

05/01/2019

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Putnam, Rockland, Westchester

### PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

### WAGES

Per hour:

	07/01/2018	06/01/2019
Bricklayer	\$ 41.96	\$ 42.59
Cement Mason	41.96	42.59
Marble/Stone Mason	41.96	42.59
Plasterer	41.96	42.59
Pointer/Caulker	41.96	42.59

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

**SHIFT WORK:** When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 33.88	\$ 34.99
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### OVERTIME PAY

Cement Mason See ( B, E, Q, W, X )

All Others See ( B, E, Q, X )

### HOLIDAY

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

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

### REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

## Operating Engineer - Building

05/01/2019

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

**WAGES**

NOTE: Construction surveying

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 assists the Survey Crew

Wages:(Per Hour) 07/01/2018

**Building Construction:**

Party Chief	\$ 72.87
Instrument Man	\$ 58.07
Rodman	\$ 39.85

**Steel Erection:**

Party Chief	\$ 73.48
Instrument Man	\$ 58.64
Rodman	\$ 41.31

Heavy Construction-NYC counties only:  
(Foundation, Excavation.)

Party Chief	\$ 78.61
Instrument man	\$ 59.45
Rodman	\$ 50.93

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2018

Building Construction &  
Steel \$21.85\* + 6.90

Heavy Construction \$22.10\* + 6.90

\* This portion subject to same premium as wages

**OVERTIME PAY**

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

**HOLIDAY**

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

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

9-15Db

**Operating Engineer - Building**

**05/01/2019**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

**GROUP I:**

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist (Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie (Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper.

GROUP VI-B: Utility Man, Warehouse Man.

**WAGES: (per hour)**

07/01/2018

GROUP I	
Cranes- up to 49 tons	\$ 61.70
Cranes- 50 tons to 99 tons	63.86
Cranes- 100 tons and over	72.99
GROUP I-A	53.95
GROUP I-B	49.68
GROUP II	52.03
GROUP III-A	50.11
GROUP III-B	47.67
GROUP IV-A	49.60
GROUP IV-B	41.85
GROUP V	45.17
GROUP VI-A	52.96
GROUP VI-B	
Utility Man	42.83
Warehouse Man	44.92

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
Loader operators over 5 cubic yard capacity additional .50 per hour.  
Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker 07/01/2018  
\$ 28.52

# **OVERTIME PAY**

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

# **HOLIDAY**

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

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

\* For Holiday codes 11, 12, 15, 25, code R applies.

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

8-137B

## **Operating Engineer - Heavy&Highway**

05/01/2019

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

**DISTRICT** 8

## **ENTIRE COUNTIES**

Putnam, Westchester

## **PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

## **WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),

Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under), Vibratory Roller (Riding), Welder.

GROUP II-B: Mechanic (Outside) All Types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheep's Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck).

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanic's Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welder's Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2018	03/04/2019	03/02/2020
Group I	\$ 59.75	\$ 61.03	\$ 62.38
Group I-A	52.71	53.80	54.95
Group I-B	55.52	56.69	57.92
Group II-A	50.49	51.52	52.61
Group II-B	52.06	53.13	54.26
Group III	49.61	50.61	51.68

Group IV-A	45.12	46.00	46.93
Group IV-B	38.78	39.49	40.24
Group V-A			
Engineer All Tower, Climbing and Cranes of 100 Tons	67.64	69.14	70.72
Hoist Engineer(Steel)	61.28	62.61	64.00
Engineer(Pile Driver)	65.33	66.77	68.27
Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	51.65	52.71	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts  
on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

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:

Journeyman:	07/01/2018	03/04/2019	03/02/2020
	\$ 20.85 on all hours.	\$ 21.55 on all hours.	\$ 22.50 on all hours.
	PLUS \$ 8.00 for first 40 hours worked.	PLUS \$ 8.00 for first 40 hours worked.	PLUS \$ 8.00 for first 40 hours worked.

**OVERTIME PAY**

See (B, E, E2, P, \*R, \*\*U) on OVERTIME PAGE

**HOLIDAY**

Paid:..... See ( 5, 6, 8, 9, 15, 25 ) on HOLIDAY PAGE

Overtime:..... See ( 5, 6, 8, 9, 15, 25 ) on OVERTIME PAGE

\* For Holiday codes 8,9,15,25 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

	07/01/2018	03/04/2019	03/02/2020
1st term	\$ 26.36	\$ 26.90	\$ 27.48
2nd term	31.62	32.28	32.97
3rd term	36.90	37.66	38.47
4th term	42.17	43.04	43.96

Supplemental Benefits per hour:

Apprentices:	07/01/2018	03/04/2019	03/02/2020
	\$ 20.85	\$ 21.55	\$ 22.50

8-137HH

**Operating Engineer - Heavy&Highway**

**05/01/2019**

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

**DISTRICT** 9

**ENTIRE COUNTIES**

Putnam, Westchester

## PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

## 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 Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2018

Party Chief \$ 75.94

Instrument Man 57.30

Rodman 48.99

## SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2018

All Categories

Straight Time: \$ 22.10\* plus \$6.90

Premium:

Time & 1/2 \$ 33.15\* plus \$6.90

Double Time

\$ 44.20\* plus \$6.90

## OVERTIME PAY

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

\* Doubletime paid on all hours in excess of 8 hours on Saturday

## HOLIDAY

Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

9-15Dh

## Operating Engineer - Heavy&Highway - Tunnel

05/01/2019

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## PARTIAL COUNTIES

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

## WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines, Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under), Vibratory Roller(riding), Welder.

GROUP II-B: Mechanic(outside)all types.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck).

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

**WAGES: (per hour)**

	07/01/2018	03/04/2019	03/02/2020
GROUP I	\$ 59.75	\$ 61.03	\$ 62.38
GROUP I-A	52.71	53.80	54.95
GROUP I-B	55.52	56.69	57.92
GROUP II-A	50.49	51.52	52.61
GROUP II-B	52.06	53.13	54.26
GROUP III	49.61	50.61	51.68
GROUP IV-A	45.12	46.00	46.93
GROUP IV-B	38.78	39.49	40.24
GROUP V-A			
Engineer-Cranes	67.64	69.14	70.72
Engineer-Pile Driver	65.33	66.77	68.27
Hoist Engineer	61.28	62.61	64.00
Jersey Spreader	51.65	52.71	53.83
Pavement Breaker	51.65	52.71	53.83
Post Hole Digger	51.65	52.71	53.83

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts  
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

	07/01/2018	03/04/2019	03/02/2020
	\$ 20.85	\$ 21.55	\$ 22.50
	+ \$ 8.00	+ \$ 8.00	+ \$ 8.00
	(Limited to 40 hours)	(Limited to 40 hours)	(Limited to 40 hours)

**OVERTIME PAY**

See (D, O, \*U, V) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

	07/01/2018	03/04/2019	03/02/2020
1st term	\$ 24.81	\$ 25.31	\$ 25.84
2nd term	29.77	30.37	31.01

3rd term	34.73	35.43	36.18
4th term	39.69	40.49	41.34

Supplemental Benefits per hour:

	07/01/2018	03/04/2019	03/02/2020
All terms	\$ 20.85	\$ 21.55	\$ 22.50

8-137Tun

### Operating Engineer - Marine Dredging

05/01/2019

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

#### ENTIRE COUNTIES

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

#### WAGES

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

Per Hour:

DREDGING OPERATIONS 07/01/2018

CLASS A

Operator, Leverman,  
Lead Dredgeman \$ 38.18

CLASS A1

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

CLASS B

Barge Operator \$ 33.02

Spider/Spill

Tug Operator(over1000hp),

OperatorII, Fill Placer,

Derrick Operator, Engineer,

Chief Mate, Electrician,

Chief Welder,

Maintenance Engineer

Certified Welder, \$ 31.09

Boat Operator(licensed)

CLASS C

Drag Barge Operator, \$ 30.24

Steward, Mate,

Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 29.26

CLASS D

Shoreman, Deckhand, \$ 24.30

Rodman, Scowman, Cook,

Messman, Porter/Janitor

Oiler(please add)\$ 0.09

#### SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B

07/01/2018  
\$11.23 plus 8%  
of straight time

wage, Overtime hours  
add \$ 0.63

All Class C  
\$10.93 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.48

All Class D  
\$10.63 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.33

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

**Operating Engineer - Survey Crew - Consulting Engineer**

**05/01/2019**

**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: 07/01/2018

Survey Classifications

Party Chief	\$ 43.10
Instrument Man	36.01
Rodman	31.54

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 18.50

**OVERTIME PAY**

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

\*Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid:

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

Overtime:

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

9-15dconsult

**Painter**

**05/01/2019**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2018

Brush \$ 46.85\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 46.85\*

Spray & Scaffold	\$ 49.85*
Fire Escape	49.85*
Decorator	49.85*
Paperhanger/Wall Coverer	50.03*

\*Subtract \$ 0.10 to calculate premium rate.

#### SUPPLEMENTAL BENEFITS

Per hour:	07/01/2018
Paperhanger	\$ 28.19
All others	26.72
Premium	29.22**

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

#### OVERTIME PAY

See (A, H) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

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

Per hour:	07/01/2018
Appr 1st term...	\$ 17.85*
Appr 2nd term...	23.26*
Appr 3rd term...	28.14*
Appr 4th term...	37.52*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:	
Per Hour:	07/01/2018
Appr 1st term...	\$ 13.81
Appr 2nd term...	16.82
Appr 3rd term...	19.42
Appr 4th term...	24.56

8-NYDC9-B/S

#### Painter

05/01/2019

#### 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:	07/01/2018
Drywall Taper	\$ 46.85*

\*Subtract \$ 0.10 to calculate premium rate.

#### SUPPLEMENTAL BENEFITS

Per hour:	07/01/2018
Journeyman	\$ 26.72

#### OVERTIME PAY

See (A, H) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wages - Per Hour: 07/01/2018

1500 hour terms at the following wage rate:

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

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 13.81
2nd year	\$ 16.82
3rd year	\$ 19.42
4th year	\$ 24.56

8-NYDCT9-DWT

### Painter - Bridge & Structural Steel

05/01/2019

**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:	07/01/2018	10/01/2018
	\$ 49.50	\$ 49.50
	+ 6.38*	+ 6.38*

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

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

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

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

#### SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2018	10/01/2018
	\$ 8.25	\$ 9.50
	+ 24.35*	+ 26.05*

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

#### OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2018	10/01/2018
1st year	\$ 22.65	\$ 23.13

2nd year	33.98	34.73
3rd year	45.30	46.30

Supplemental Benefits - Per hour:

1st year	\$ 12.76	\$ 13.44
2nd year	19.14	20.16
3rd year	25.52	26.88

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**05/01/2019**

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

Painter (Striping-Highway): 07/01/2018

Striping-Machine Operator*	\$ 29.93
Linerman Thermoplastic	\$ 36.06

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid: 07/01/2018

Journeyworker:

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

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

07/01/2018

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

Supplemental Benefits per hour:

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

8-1456-LS

**Painter - Metal Polisher**

**05/01/2019**

**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

	07/01/2018
Metal Polisher	\$ 30.58
Metal Polisher*	31.53
Metal Polisher**	34.08

\*Note: Applies on New Construction & complete renovation

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

## SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2018
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Journeyworker:	
All classification	\$ 7.72

## 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:

	07/01/2018	01/01/2019
1st year	\$ 13.00	\$ 15.00
2nd year	13.00	15.00
3rd year	15.75	15.75
1st year*	\$ 15.39	\$ 17.39
2nd year*	15.44	17.44
3rd year*	16.29	18.29
1st year**	\$ 17.50	19.50
2nd year**	17.50	19.50
3rd year**	18.25	20.25

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

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

8-8A/28A-MP

## Plumber

05/01/2019

JOB DESCRIPTION Plumber

DISTRICT 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

Per hour:

	07/01/2018
Plumber and Steamfitter	\$ 55.66

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

#### **SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 34.11

#### **OVERTIME PAY**

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

OVERTIME: See on OVERTIME PAGE.

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

#### **REGISTERED APPRENTICES**

(1)year terms at the following wages:

1st Term	\$ 20.59
2nd Term	23.65
3rd Term	27.29
4th Term	39.05
5th Term	41.91

Supplemental Benefits per hour:

1st term	\$ 14.24
2nd term	15.85
3rd term	18.90
4th term	24.74
5th term	26.20

8-21.1-ST

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#### **Plumber - HVAC / Service**

**05/01/2019**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT** 8

#### **ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

#### **PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

#### **WAGES**

Per hour: 07/01/2018

HVAC Service \$ 38.18  
+ \$ 4.32\*

\*Note: This portion of wage is not subject to overtime premium.

#### **SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2018

Journeyworker HVAC Service

\$ 22.44

#### **OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

#### **HOLIDAY**

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

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

#### **REGISTERED APPRENTICES**

## HVAC SERVICE

(1) year terms at the following wages:

07/01/2018

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 17.37	\$ 20.50	\$ 25.69	\$ 31.56	\$ 38.18
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

\*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2018

1st term	\$ 17.82
2nd term	18.61
3rd term	19.54
4th term	20.74
5th term	21.63

8-21.1&2-SF/Re/AC

## Plumber - Jobbing & Alterations

05/01/2019

**JOB DESCRIPTION** Plumber - Jobbing & Alterations

**DISTRICT 8**

### ENTIRE COUNTIES

Dutchess, Putnam, Westchester

### PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

### WAGES

Per hour:	07/01/2018
Journeyworker:	\$ 43.15

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

### SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

### SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	\$ 28.84

### OVERTIME PAY

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

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

### HOLIDAY

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

### REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 18.84
2nd year	20.88
3rd year	22.51
4th year	31.68
5th year	33.42

Supplemental Benefits per hour:

1st year	\$ 9.13
2nd year	10.82
3rd year	14.45
4th year	19.45
5th year	21.20

8-21.3-J&A

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**Roofer****05/01/2019**

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**JOB DESCRIPTION** Roofer**DISTRICT** 9**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2018

Roofer/Waterproofer \$ 49.50

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 26.37

**OVERTIME PAY**

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

( 1 ) year term

1st	2nd	3rd	4th
\$ 14.88	\$ 24.75	\$ 29.70	\$ 37.14

Supplements:

1st	2nd	3rd	4th
\$ 3.30	\$ 13.21	\$ 15.84	\$ 19.79

9-8R

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**Sheetmetal Worker****05/01/2019**

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**JOB DESCRIPTION** Sheetmetal Worker**DISTRICT** 8**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**07/01/2018  
SheetMetal Worker \$ 43.70**SHIFT WORK**For all NYS D.O.T. and other Governmental mandated off-shift work:  
10% increase for additional shifts for a minimum of five (5) days**SUPPLEMENTAL BENEFITS**

Journeyworker \$ 41.42

**OVERTIME PAY**

OVERTIME: See ( B, E, Q, ) on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1st	2nd	3rd	4th	5th	6th	7th	8th
\$16.18	\$18.20	\$ 20.23	\$ 22.25	\$ 24.27	\$ 26.30	\$ 28.80	\$ 31.29

Supplemental Benefits per hour:

Apprentices

1st term	\$ 17.86
2nd term	20.09
3rd term	22.31
4th term	24.58
5th term	26.79
6th term	29.02
7th term	30.77
8th term	32.55

8-38

## Sheetmetal Worker

05/01/2019

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

### ENTIRE COUNTIES

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

### WAGES

Per Hour:	07/01/2018	08/01/2018
Sign Erector	\$ 47.67	Additional \$1.95/hr.

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

### SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2018	08/01/2018
Sign Erector	\$ 44.44	Additional \$1.64/hr

### OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

### HOLIDAY

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

### REGISTERED APPRENTICES

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

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

### SUPPLEMENTAL BENEFITS

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

4-137-SE

## Sprinkler Fitter

05/01/2019

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

### ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

### WAGES

Per hour	07/01/2018	01/01/2019
Sprinkler Fitter	\$ 45.42	45.42

### SUPPLEMENTAL BENEFITS

Per hour		
Journeyman	\$ 23.42	23.97

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

## REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 9.05	\$ 9.11	\$ 17.24	\$ 17.30	\$ 17.86	\$ 17.92	\$ 17.98	\$ 18.03	\$ 18.09	\$ 18.15

For Apprentices HIRED ON OR AFTER 04/01/2013:

One Half Year terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
45%	50%	55%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 17.24	\$ 17.24	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49	\$ 17.49 1-669.2

## Teamster - Building / Heavy&Highway

05/01/2019

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

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES: (per hour)

07/01/2018

GROUP A	\$ 40.92*
GROUP B	41.54*
GROUP BB	41.04*
GROUP C	43.67*
GROUP D	41.37*
GROUP E	41.92*
GROUP F	42.92*
GROUP G	41.67*
GROUP H	42.29*
GROUP HH	42.67*
GROUP I	42.42*
GROUP II	42.79*

\* To calculate premium wage, subtract \$ .20 from the hourly wage:

Note: Fuel truck operators on construction sites addit. \$5.00 per day.  
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Fridays and Saturdays may be used as make-up days at straight time when a day during the work week has been lost due to inclement weather.

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:

Journeyworker

First 40 hours	\$ 29.42
41st-45th hours	13.38
Over 45 hours	0.25

NOTE: Employees entitled to 1 week of paid vacation based on group classification after 90 days of employment.

#### **OVERTIME PAY**

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

#### **HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

#### **Welder**

05/01/2019

#### **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 07/01/2018

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

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

#### **OVERTIME PAY**

#### **HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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



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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

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

Telephone: ( )

Fax: ( )

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy  
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners  
Elevator Operators

☐ Moving furniture and  
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

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

YES ☐ NO ☐

10. Name and Title of Requester

Signature





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**



**NYS DOL Bureau of Public Work Debarment List 02/11/2019**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296 EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		ANGELO F COKER			12/04/2018	12/04/2023
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKE LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC	*****6046	ATLANTIC SUN CONSTRUCTION CORP		58-46 59TH AVENUE MASPETH NY 11378	05/08/2015	05/08/2020
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSY AVENUE APT 11G BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020

**NYSDOL Bureau of Public Work Debarment List 02/11/2019**

**Article 8**

DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L. MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE	12/01/2015	12/01/2020

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DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUE ATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2C SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	NYC	*****7707	DASSLE CONTRACTING INC		213-37 39TH AVE/SUITE 120 BAYSIDE NY 11360	05/08/2015	05/08/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAY FLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY	64 VICTORIA DRIVE	02/04/2016	02/04/2021

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DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		123 ALBANY NY	06/10/2014	06/10/2019
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		FRANK DEMARTINO		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998

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DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATT A BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETS YRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATT A BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAY ROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020

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DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
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		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022

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DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 CAYDE PA 18840	08/09/2016	08/09/2021

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DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE - STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019

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DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FL NEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	09/15/2014	09/15/2019
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	NYC	*****3461	RELiance GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	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		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019

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DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	09/16/2013	09/15/2019
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****7417	TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL		TADCO CONSTRUCTION		101-61 99TH STREET OZONE PARK NY 11416	02/15/2017	02/15/2022
DOL	DOL	*****7417	TADCO CONSTRUCTION		101-61 99TH STREET	02/15/2017	02/15/2022

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DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALKKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023

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DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

NEW YORK STATE AFFIRMATIVE ACTION REQUIREMENTS  
(BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

PART I:

The provisions of this Part I apply to bidders, Contractors and subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with labor organizations and who together with such labor organizations have agreed to the Westchester County, New York area Equal Employment Opportunity Agreement (but only as to those trades as to which there are commitments by labor organizations to specific goals of minority<sup>1</sup> manpower utilization) between the Building Trades Employers Association of Westchester County, the Builder's Institute of Westchester and Putnam counties, various labor organizations, general and specialty Contractors and their associations and the minority<sup>1</sup> coalition, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of these documents are incorporated herein by reference and are hereinafter cumulatively referred to as the Westchester County Plan.

Any bidder, Contractor or subcontractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. Thus, a bidder, Contractor or subcontractor may be in compliance with these conditions by its inclusion, with its union, in the Westchester Plan as to trade "A," provided there is set forth in the Westchester Plan a specific commitment by that union to a goal of minority<sup>1</sup> manpower utilization for such trade "A," thereby meeting the provisions of this Part II in regard to trade "B" in the instance in which it is not included in the Westchester Plan, and, therefore, cannot meet the provisions of the Part I.

To be eligible for award of a contract under Part I of this invitation, a bidder or subcontractor must execute the certification required by Part III hereof.

PART II:

Coverage:

The provisions of this Part II shall be applicable to those bidders, contractors and subcontractors, who in regard to those construction trades to be utilized on the Project to which these bid conditions pertain.

1. Are not or hereafter cease to be signatories to the Westchester County Plan referred to in Part I hereof;
2. Are signatories to the Westchester County Plan, but are not parties to collective bargaining agreements;
3. Are signatories to the Westchester County Plan but are parties to collective bargaining agreements;
4. Are signatories to the Westchester County Plan but as to which no specific commitment to goals of minority manpower utilization by labor organization have been executed pursuant to the Westchester County Plan; or,

NEW YORK STATE AFFIRMATIVE ACTION REQUIREMENTS

(BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)

5. Are no longer participating in an affirmative action plan acceptable to the Industrial Commissioner, including the Westchester County Plan.

**B. Requirement - An Affirmative Action Plan:**

The bidders, contractors and subcontractors described in paragraphs 1 through 5 aforementioned will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority<sup>1</sup>manpower utilization<sup>1</sup> and specific affirmative action steps set forth in Section B1 and 2 of the Part II directed at increasing minority<sup>1</sup>manpower utilization by means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B3 of this Part II.

1. Goals and Timetables: The goals of minority<sup>1</sup>manpower utilization required of the bidder and subcontractors are applicable to each trade not otherwise bound by the provisions of Part I hereof which will be used on the project in Westchester County, New York (hereinafter referred to as the Westchester area) shall be 11.0% to 13.0%.

The percentage goals of minority<sup>1</sup>utilization aforementioned are expressed in terms of manhours of training and employment as a proportion of the total manhours to be worked by the Bidder's, contractor's and subcontractor's entire work force in that trade on all projects (both state and non-state) in the Westchester County Area during the performance of its contract or subcontract. The manhours for minority<sup>1</sup> work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority<sup>1</sup> employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority<sup>1</sup> manpower utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. However, where minority<sup>1</sup> journeymen are not available, minority<sup>1</sup> trainees in pre-apprenticeship, apprenticeship, journeyman training or other training programs may be used.

In order that the non-working training hours of trainees may be counted in meeting the goal, such trainees must be employed by the Contractor during the training period, the Contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities, and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the Westchester County Plan with respect to the nature, extent and duration of training offered.

<sup>1</sup> "Minority" is defined as including African Americans, Spanish surnamed Americans, Asians and Native Americans, and includes both men and women. Discriminations based on race, creed, color, religious belief, gender, age, national origin, physical or mental disability, marital status or veteran status is strictly prohibited.

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A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of his aggregate work force in the Westchester County Area for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found to be in non-compliance solely on account of its failure to meet its goals within its timetables, but such contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority manpower utilization on all of its projects in the Westchester County area.

In all cases, the compliance of bidder, contractor, or subcontractor will be determined in accordance with its respective obligations under the terms of these Bid Conditions. Therefore, contractors or subcontractors who are governed by the provisions of this Part II shall be subject to the requirements of that Part regardless of the obligation of its prime contractor or low tier subcontractors.

All bidders and all contractors and subcontractors performing work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment training.

2. Specific Affirmative Action Steps: Bidders, contractors and subcontractors subject to this Part II must engage in affirmative action directed at increasing minority manpower utilization, which is at least as extensive and as specific as the following steps:

- a. The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
- b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker, and if the worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file shall document this and the reasons therefor.
- c. The contractor shall promptly notify the Village when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

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- d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.
- e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual reports, etc., by conducting staff, employee and union representatives' meeting to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.
- f. The contractor shall disseminate his EEO policy externally by informing and discussion it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussion it with all subcontractors and suppliers.
- g. The Contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority recruitment organizations, schools with minority students, minority recruitment organizations, and minority training organizations, within the Contractor's recruitment area.
- h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.
- i. The contractor shall validate all main specifications, selection requirements, tests, etc.
- j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.
- k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.
- l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.
- m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.
- n. The contractor shall make certain that all facilities and company activities are non-segregated.
- o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

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- p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

3. Contractors and Subcontractors deemed to be bound by Part II: In the event a contractor or subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Industrial commissioner, including the Westchester County Plan, he shall be deemed to be committed to Part II of these Bid Conditions. Further, whenever a contractor or subcontractor, who at the time of bidding is eligible under Part II of these Bid Conditions, uses trades not contemplated at the time he submits his bid, he shall be committed to Part II for those trades. Whenever a contractor or subcontractor is deemed to be committed to Part II of these Bid Conditions, he shall be considered to be committed to a manpower utilization percentage goal of the minimum range for that trade for the appropriate year.

4. Subsequent signatory to the Westchester County Plan: Any contractor or subcontractor subject to the requirements of this Part II for any trade at the time of the submission of his bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the Westchester County Plan, either individually or through an association, may meet its requirements under these Bid conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing himself to Part I of these bid conditions. No contractor or subcontractor shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

5. Non-discrimination: In no event may a contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this Part II in such manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

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PART III: Certifications

A. Bidders' Certifications:

A bidder will not be eligible for award of a contract under this Invitation for bids unless such bidder has submitted as part of its bid the following certification, which will be deemed a part of the resulting contract:

**BIDDER'S CERTIFICATION**

\_\_\_\_\_ certifies that:  
(Bidder)

It intends to use the following listed construction trades in the work under the contract \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_; and

1. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of that Plan, those trades being: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_; and/or

b. As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these said conditions, those trades being: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_; and

2. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

\_\_\_\_\_  
(Signature of authorized representative of Bidder)

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**SUBCONTRACTORS' CERTIFICATION**

\_\_\_\_\_ certifies that:  
(Subcontractor)

1. It intends to use the following listed construction trades in the work under the subcontract \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and;

2. a. As to those trades set forth in the preceding paragraph on hereof for which it is eligible under Part I of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County Plan on all construction work (both state and non-state) in the Westchester County area subject to these Bid Conditions, those trades being: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and/or;

b. As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both state and non-state) in the Westchester County area subject to these Bid Conditions, those trades being: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and/or;

3. It will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

\_\_\_\_\_  
(Signature of authorized representative of Bidder)

In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the Village has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.

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C. Materiality and Responsiveness: The certifications required to be made by bidders pursuant to these Bid Conditions is material, and will govern the bidder's performance on the project and will be made a part of his bid. Failure to submit the certification will render the bid non-responsive.

Part IV: Compliance and Enforcement

Contractors are responsible for informing their subcontractor (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification with a contractor debarred from, or who is determined not to be a "responsible" bidder for, state contracts and state-assisted construction contracts. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency or the contracting agency. Any bidder, contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in noncompliance with these Bid Conditions.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with the Equal Opportunity Clause of its contract, with respect to matters not covered in the Westchester County Plan or in Part II of these Bid Conditions.

Violations of any substantial requirement in the Westchester County Plan by a contractor or subcontractor covered by Part I of these Bid Conditions including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade's goal of minority manpower utilization, or of the requirements of Part II hereof by a contractor or subcontractor who is covered by Part II shall be deemed to be in noncompliance by such contractor or subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of appropriate sanctions and penalties.

Each agency shall review its contractors' and subcontractors' employment practices during the performance of the contract. If the agency determines that the Westchester County Plan no longer represents effective affirmative action, it shall so notify the New York State Department of Labor which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions, if the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made very good faith effort to meet those goals, the contractor or subcontractor shall be presumed to be in compliance with its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In judging whether a contractor or subcontractor has met its goals, the

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agency will consider each contractor's or subcontractor's minority manpower utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate. When the Agency proceeds with such formal action, it has the burden of proving that the contractor has not met the requirements of these Bid Conditions, but the contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables.

Contractors and subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Department of Labor.

For the information of bidders, a copy of the Westchester County Plan may be obtained from the contracting officer.

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**NON-DISCRIMINATION CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses," and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or membership because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel for purposes of

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investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. such finding shall be made by the Commission for human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.

g. If this Contract is cancelled or terminated under clause "f.," in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or cost incurred by the Owner in completing the work in or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

h. Contractor will include the provisions of clauses "a." through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the contractor shall promptly so notify the owner's representatives/counsel, requesting him to intervene and protect the interests of the owner (Contracting Agency's jurisdictional area).

## **SECTION G**

### **GENERAL CONDITIONS**

**NOTE:** The headings of the articles herein are intended for the convenience of reference only and shall not be considered as having any bearing on their interpretation.

### **GENERAL CONDITIONS**

#### **PART 1**

#### **101 DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Owner and the Contractor.
- b. The term "Owner" means the Village of Dobbs Ferry, which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the area shown on the drawing in the immediate vicinity of the work, unless otherwise defined in the Special Conditions. No private property is included unless the Village has obtained an easement.
- f. The term "Engineer" or "Architect" means the Village Engineer of the Village of Dobbs Ferry, or such of his subordinates or assistants as have Project Engineer status: or if a Consulting Engineer is employed to perform construction management and inspection then this term shall apply to said Consulting Engineer and those subordinates and assistants that have Project Engineer status. A list of authorized Project Engineers will be furnished to the Contractor on request.
- g. The term "Village" means the Village of Dobbs Ferry, New York, within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.

- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished; the quality of workmanship required; measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.

## **102 SUPERINTENDENCE BY CONTRACTOR**

- a. Except where the Contractor is an individual and gives his personal superintendence to the work the Contractor shall provide a competent superintendent, satisfactory to the Owner, for the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. Should, in the opinion of the Owner, any language barrier exist between the superintendent and the Owner, the Contractor shall furnish a qualified interpreter.
- b. The Contractor shall lay out his own work including all survey required and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, elevations, etc. before proceeding with the work or ordering materials and will be held responsible for any error resulting from his failure to do so and will correct same to the satisfaction of the Village at no additional cost.

## **103 SUBCONTRACTS**

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has received written approval of such Subcontractor from the Owner.
- b. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. All subcontractors must have adequate superintendence on the work site when they are performing work.

- c. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
- d. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.
- e. The Contractor shall not subcontract more than 50% of the total work of this contract.

#### **104 OTHER CONTRACTS**

The Owner reserves the right to let other Contracts in connection with this work or to perform work related to this project with his own forces. The Contractor shall offer other Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate his work with theirs. The Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not permit or commit any act which will interfere with the performance of work by any other Contractor as scheduled.

Wherever work being done by the Village or Municipal forces, or other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

If any part of the Contractor's work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

#### **105 RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

**106     FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or Suppliers engaged upon this Contract. He shall be prepared to guarantee to each of Subcontractors, the locations and measurements which they may require for the fitting of their work to all surrounding work. The Contractor shall, at his own expense, effect all cutting, fitting, or patching of his work required to make the same conform to the Contract Drawings and specifications and except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

**107     MUTUAL RESPONSIBILITY OF CONTRACTOR**

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend at his own expense any suit bared upon such claim, and, in any judgment or claims against the Owner shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Owner and Engineer.

**108     ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

## **109     PROGRESS SCHEDULE**

The Contractor shall submit within seven (7) calendar days after award a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- a.     The project name, number and geographic location.
- b.     The contract time, contract beginning date and ending date.
- c.     The time of beginning and completion of each significant phase of this contract.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Owner. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Owner.

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used.

## **110     COMMUNICATIONS**

- a.     All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b.     Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage prepaid enveloped or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c.     All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Village Engineer, Village Hall, 112 Main Street, Dobbs Ferry, New York, 10522 and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- d.     Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

## 111 PAYMENTS TO CONTRACTOR

### a. Partial Payments

1. The Engineer shall prepare an estimate of the work performed for partial payment as of a mutually agreed upon date at least 30 days after the beginning of work, and approximately every 30 days thereafter. The amount of the payment due the Contractor shall be determined by adding the total value of work completed to date and deducting (1) five percent (5%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices, if any, contained in the Agreement.

There will be no payments or partial payments to the Contractor for materials purchased and stored/stockpiled on the project site.

2. Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the owner in all details.

### b. Final Payment

1. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed without retainage less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner, arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.

2. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interior. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts of any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
3. The Contractor shall furnish a maintenance bond in full amount of the Contract plus change orders, if any, to guarantee his work for a period of one (1) year from the date of final payment.
4. If it was necessary for the Owner to expend money for labor, materials or equipment on this project because the Contractor failed to perform satisfactorily or promptly, and a bill for such sum remains unpaid, the Owner may deduct this sum from partial payments or the final payment. Furthermore, if the specifications provide for certain work to be done by the Owner with the fee or cost to be borne by the Contractor, and a bill for such services remains unpaid, the Owner may deduct this sum from the partial or the final payment.
5. Withholding of any amount due the Owner under the section entitled "LIQUIDATED DAMAGES" shall be deducted from the final payment due the Contractor. At the Owner's option, liquidated damages may be deducted from any partial payment.

c. Withholding Payments

Notwithstanding the above, the Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

**112 CHANGES IN THE WORK**

- a. The Owner may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.
- c. The Contractor agrees to perform any of the aforementioned changes in the work, along with all other required work found under the Contract, without delay and in accordance with good construction practices.
- d. These changes outlined above may be made without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is provided otherwise.
- e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.
- f. If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. Payment for unit price overruns, due to change orders, may be withheld until Village Board approval is obtained.

g. If applicable unit prices are not contained in the Agreement, the Owner shall, before ordering the Contractor to proceed with desired changes, request and itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

1. If the change in the work involves additional work, the procedure shall be as follows:

- (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
- (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Cost-Plus Basis. A Cost-Plus Basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit as stipulated below:

"Net cost of the work" is defined as (1) gross cost of labor plus (2) net cost of materials plus (3) gross cost of equipment.

- (1) "Gross cost of labor" is defined as net cost of labor plus fringe benefits.

"Net cost of labor" is defined as the cost of required labor based on the prevailing rates established by the State Labor Department and stated in the Contract Document. No part of any salary for employees above the grade of foreman, and having general supervision of this work, will be included in this item.

"Fringe benefits" are defined as all insurances, taxes and other benefits for the employee required by law or by union contract. In lieu of an item-by-item determination of the actual value of such fringe benefits, all fringe benefits are hereby determined to total an amount of 40% of net cost of labor, and the Contractor in submitting his bid agrees that this percentage shall be used, regardless of whether actual fringe benefits are more or less than this amount.

- (2) "Net cost of materials" shall be defined as the cost of all materials incorporated in the work, including delivery charges, less any allowable cash discounts, as shown by receipted bills.

- (3) "Gross cost of equipment" is defined as the "net cost of equipment" plus an allowance of 10% for fuel and lubricants.

"Net cost of equipment" shall be defined as a rental rate which is reasonable and based on rental rates prevailing in the area where the work is to be done. Such rental rate shall be negotiated, and shall be agreed upon in writing before the work is begun. However, in no case shall the rental rates exceed the rates set forth in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment."

The cost of furnishing small tools and accessories and materials used for construction but not incorporated in the work shall be considered as part of the Contractor's overhead, and shall not be included in the "net cost of the work."

An allowance of 15% will be added for overhead and profit to "gross cost of labor" and "Net cost of Materials" and is hereby stipulated to be in lieu of an actual determination of overhead and profit. The Contractor in submitting his bid agrees that this allowance shall be used, regardless of whether actual overhead and profit is more or less than this amount.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for use of such equipment.

2. If the change in the work requires a reduction in the work involved, the procedure shall be as follows:
- (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
  - (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit. The Owner may then order the Contractor to proceed with the work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, he may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS.

- h. Each Change Order shall include in its final form:
  - 1. A detailed description of the change in the work.
  - 2. The Contractor's proposal (if any) or a confirmed copy thereof.
  - 3. A definite statement as to the resulting change in the Contract price and/or time.
  - 4. The statement that the Change Order is subject to the approval of the Village Board.
- i. Contractor shall not take advantage of any obvious error in the specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents shall be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.
- j. Change Orders shall in general be in writing. If a Contractor claims that a change order was given to him orally, his claim shall be invalid unless such oral change order was given by an authorized Engineer as defined in Section 101f. of this Contract, and further unless such oral change order was confirmed in writing within 24 hours of the giving of the alleged oral change order.
- k. When change orders, or claims involve a Subcontractor, no surcharge will be allowed the Contractor for handling, processing, supervision, or coordination.

## **113 CLAIMS FOR EXTRA COST**

- a. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.

- b. As soon as practicable after the final submission of all information the Owner shall make a determination of any claim. Said decision of the Owner shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Owner shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- c. There shall be no added compensation paid for delay to the Contractor unless the Owner causes said delay by a material breach of this Contract, and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.
- d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- e. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections - "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS.
- f. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

#### **114 NO OPTIONS PAID**

It shall be clearly understood that there will be no payment for materials incorporated into the work (other than that shown on the Contract Drawings or specified) unless ordered by the Engineer.

## **115 TIME AND MATERIALS WORK NOTIFICATION**

Should the Contractor perform work in accordance with the General Conditions, "CHANGES IN THE WORK", he shall give a minimum of 24 hours advance written notice prior to his anticipated beginning any work on a Cost-Plus Basis, to the Owner and specifically the Village Engineer.

## **116 TERMINATION; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES**

- a. Termination of Contract. For its own convenience the Owner may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Owner will not be liable to the Contractor for any claims or losses including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Owner may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Owner, the Owner shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate charges of the Owner against the Contractor:

1. All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or re-sale of materials ordered; and
2. On Lump Sum projects, a mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work that is completed and in place in accordance with the Contract Drawings and Specifications will be allowed. On unit price contracts, allowances for profit and overhead shall be considered to have been included in each of the Contractor's original unit price bid. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Owner may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

- (a) Failure to begin the work under the Contract within the time specified.
- (b) Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- (c) Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
- (d) Neglecting or refusing to remove material rejected as defective and unsuitable.
- (e) Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
- (f) Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
- (g) Becoming insolvent or declared bankrupt or commits any act of bankruptcy or insolvency.
- (h) Allowing any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
- (i) Making any assignment for the benefit of creditors.
- (j) Violating any covenants contained in the Contract Documents.
- (k) Failure to eliminate unsafe conditions within 12 hours.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable

and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract shall be deducted from any monies due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

b. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the Government, including controls or requisitioning of materials, equipment, tools, or by labor by reason of war, National Defense, or any other national emergency.
2. To any acts of the Owner caused an injunction or litigation against said Owner, by a third party.
3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "b".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the Facts and the terms of this Contract, the delay is properly excusable, the owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Owner or Village by reason of any delay.

- c. Liquidated Damages for Delay. If the work is not completed within the time stipulated in Section - TIME OF COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and as liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Owner for the amount thereof. Neither permission given by the Owner for the Contractor to continue the work after the time fixed for completion, nor the inspection and acceptance of such work, shall be deemed a waiver on the part of the Owner of any of his rights under this Contract.

#### **117 ENGINEER'S AUTHORITY**

The Engineer will decide all questions which may arise in relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

#### **118 TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy within the Contract Drawings or within the Technical Specifications, the matter shall be immediately submitted to the Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### **119 REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such

requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

## **120 SHOP DRAWINGS**

Shop drawings are required for all manufactured items. In the case of reinforced concrete, details of reinforcing bars and form construction and materials shall be submitted in the same manner as shop drawings.

- a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in three (3) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Two (2) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size shall be 24" x 36".
- b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at his own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

- d. By submitting shop drawings, etc., the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Contract Documents.
- e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/ or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/ or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.
- f. After review, the submittals will be stamped "Approved" "Approved as Noted," "Resubmit" or "Disapproved." Two (2) prints of "Approved" or "Approved as Noted" drawings will be returned to the Contractor for his use and distribution to his suppliers and/or Subcontractors. In the case of those stamped "Resubmit" or "Disapproved" two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit (3) prints.
- g. In any submission which is noted as "Approved" or "Approved as Noted," the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and specifications.
- h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., three (3) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.
- i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.
- j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Owner with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.
- k. There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost thereof shall be considered as included in the general cost of the work.

## 121 SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.
- b. **Samples.** Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He shall provide means and assist in the verification of all scales, measures and other devices which he operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Owner, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their preparation and/or use. All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.
- c. **Certified Test Report.** A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and specifications, and shall also include the following information:
  1. Item number and description of material;
  2. Date of manufacture;
  3. Date of testing;
  4. Name or organization to whom the material is consigned;
  5. Quantity of material represented, such as batch, lot, group, etc.
  6. Means of identifying the consignment, such as label, marking, lot number, etc.
  7. Date and method of shipment;
  8. Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

- d. **Materials Certificate.** A materials certificate shall be a document certifying that the materials, components and equipment furnished; conform to all requirements of the Contract Drawings and specifications. The document shall also include the following information:

1. Project to which the material is consigned.
2. Name of Contractor to whom material is supplies
3. Item number and description of material.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label, marking, lot numbers, etc.
6. Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

- e. **Certificate of Compliance.** A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the work and that conform to all the requirements of the Contract Drawings and specifications. The following information shall also be required on the document:

1. Project number;
2. Item number and description of material;
3. Quantity represented by the certificate;
4. Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

- f. **Tests.** Tests as required by the Specifications will be made in accordance with the latest revision to the standard method in effect at the time of bidding of the American Society of Testing Materials, the New York State Department of Transportation, the American Water Works Association, the American Association of State Highway and Transportation Officials or any other organization that is

recognized as an authority on a particular material unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use. Materials will be rejected by the Engineer whenever, in his judgment, they fail to meet the requirements of the specifications.

The Owner reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

- g. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract Requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment within reasonable and practical limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

The Engineer may at his discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are prevalently on test.

- h. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, including those samples taken on the project by the Engineer. The Owner shall pay all other testing costs of said samples.
  - 2. The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements.
  - 3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

## **122 MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.
- c. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. See Section - SAMPLES, CERTIFICATES AND TESTS.
- d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- e. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type,

class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

- f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in his opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the Engineer.
- g. The Owner may stop any worker, any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist. Any action by the Owner under this provision shall not be deemed a cause of delay and no extensions of permitted time will be granted because of such action.
- h. In the event the materials furnished or the work performed deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Owner, constitutes substantial performance, the Owner may accept the same. Should the deviation in question result in a savings to the Contractor the Owner will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor, the Owner will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

## **123 PERMITS AND CODES**

- a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local by-laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Owner and Engineer and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc. and shall immediately report any discrepancy to the Owner. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc. the Owner will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc. , including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. Unless otherwise specified, the Contractor shall at his own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for the making of water taps and the supplying of any equipment required by the Regulations of the Consolidated Water District, Electrical Underwriters permits, and any other permits required by the regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable Local/ State/Federal laws, ordinances, codes, etc. governing noise, the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

## **124 CARE OF WORK**

- a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

- b. The Contractor shall at his sole expense and without any additional cost to the owner provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be reviewed by the Village Engineer to determine its validity. If compensation is determined to be valid then it will be determined by the Owner as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations. If any damage is not repaired or acceptable arrangements for repair are not made within a reasonable period of time, the Village Engineer may act to repair such damage by Village forces or using another contractor employed for that purpose, and the costs of such repair shall be deducted from any payments due the Contractor. If a damage claim has been referred by the Contractor to his insurance company, such referral shall in no way relieve the Contractor of his responsibilities.
- e. The Contractor shall shore-up, brace, underpin, secure and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operation connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Owner, the Village and the Engineer from any damages on account of settlements or the loss of lateral support or adjoining property and from all loss or expense and all damages for which the Owner, the Village and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

## **125 ACCIDENT PREVENTION**

- a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.

Machinery equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest rules and regulations of OSHA, to the extent that such provisions are not in contravention of applicable law. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

- b. The Contractor shall maintain an accurate record of all cases of death occupational disease and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment of the work under this Contract in accordance with the requirements of the applicable State/Local/ Federal regulations. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Owner, Village of Dobbs Ferry and the Engineer from any and all claims for damages resulting from personal injury death and/or property damage suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

## **126 SANITARY FACILITIES**

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health/sanitary regulations.

## **127 USE OF PREMISES**

- a. The Contractor shall confine his equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment.
- b. The Contractor shall comply with all instructions of the Owner, Engineer and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

## **128 REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, prior to final inspection, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and restore the whole site of the work and public rights of way to a condition satisfactory to the Engineer. Trash burning on the site of the work will be subject to prior approval of the Owner and existing Local/State/Federal regulations.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

## **129 LAYOUT OF WORK**

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price.

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and Safe guarding of all control points and bench marks set by the Engineer and his own forces. Any replacement or reestablishment of control points or bench marks by the Engineer, shall be at the expense of the Contractor. The required horizontal and vertical control necessary to perform this work is furnished on the Contract Drawings.

## 130     **BLASTING**

If explosives are used all requirements for transportation, use and storage of Local, State and Federal laws and regulations must be complied with and all necessary permits and licenses obtained by the Contractor at his expense. Permits and licenses must be shown to the Engineer on request.

Explosives must be carefully transported, stored, handled and used. The Contractor will keep on the job only such quantities of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separately from other explosives. When the need for explosives is ended all such material remaining on the job shall be promptly removed from the premises. Care must be taken that no explosives, caps or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.

An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot the location, number of holes, depth, spacing, amount of explosive per hole number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot shall be recorded.

Explosives shall be such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work.

The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground.

Adequate warning shall be given all persons in the vicinity before any blast is discharged.

When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.

When blasting for trench excavation, each shot sequence shall begin sufficiently ahead of completed work to prevent damage to the completed work which must be properly protected prior to each shot.

The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation, and if so ordered by the Engineer, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.

In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.

The Contractor shall notify each public utility or others having structures in proximity to the site, and others who may be affected, of his intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not in any way relieve the Contractor of responsibility for any damage resulting from his blasting operations.

When in sufficiently close proximity to the existing gas, water, sanitary, storm, subway or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, and ordered by the Engineer in order to protect said utilities and their services from damage. Approved methods other than blasting are barring and wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility. No explosives shall be brought into, stored or used on the site of any job by the Contractor unless and until he shall have furnished the Engineer with a satisfactory certificate of insurance showing that the risks arising from the presence of and use of explosives and from blasting are included within the insurance provided by the Contractor to secure his obligations to the Owner. Insurance should also cover damage to any underground utilities or other underground facilities.

## **131 INSPECTION/ACCEPTANCE OF THE WORK**

All materials and workmanship shall be subject to inspection, examination or test by the Owner and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Owner or Engineer shall have the right to reject defective material and workmanship or require its correction. The Owner or Engineer shall have the right to reject materials which have not been approved prior to incorporation in the work, and the right to reject work that has been performed without inspection. Rejected materials shall be removed and replaced without charge. Rejected workmanship shall be corrected if possible to the Engineer's satisfaction without additional charge. If in the opinion of the Engineer correction is not feasible, or if correction has been attempted but it not satisfactory to the Engineer, the work must be removed and replaced without additional charge. If the Contractor fails to proceed at once with the correction or replacement of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Owner.

Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Owner or its agents shall relieve the Contractor or his sureties of the full responsibility for materials furnished

or work performed not in strict accordance with the Contract.

The assignment of a part time Inspector to this project will in no way relieve the Contractor of the requirement to comply with all of the specifications.

Where the Contractor has been directed by the Owner or Engineer to leave certain items of work exposed for inspection, and he fails to do so, he will be required to uncover such work at his own expense.

## **132 FINAL INSPECTION**

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the improvements is as represented, he will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

The inspection party may also include the representative of the Federal Agency, other Governmental Agencies and representatives of each department of the Village having charge of improvements of like character when such improvements are later to be accepted by the Village.

## **133 INSURANCE**

The insurance requirements for this contract are specified in Section E of these documents.

#### **134 WARRANTY OF TITLE**

No material, supplies or equipment, incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor, nor any person, firm nor corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons was to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal contract is entered into for such materials.

#### **135 GENERAL GUARANTEE**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting there from which shall appear within a period of one (1) year from the date of final payment. The Contract shall furnish a Maintenance Bond in the full amount of the Contract Plus change orders to secure such guarantee. If any work is done under the guarantee and maintenance provisions, all contract provisions shall be reactivated. The guarantee and maintenance bond shall be extended with respect to such repair or replacement work for a period of one (1) year from the date the maintenance work was completed.

#### **136 NO ARBITRATION**

All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor, not otherwise resolved, arising out of or relating to this agreement or its breach shall be decided in a court of competent jurisdiction. The Owner and the Contractor hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

**137 RISK OF LOSS**

The Owner assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the invitation for bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the invitation for Bids has been issued will be made except as provided for herein.

**138 REQUIRED PROVISIONS DEEMED INSERTED**

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

**139 CORRECTIONS**

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and specifications, or any disagreement in measurements upon the Contract Drawings must be submitted to the Engineer before construction of the work.

**140 SAFETY PROVISIONS**

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

#### **141 CONNECTING TO EXISTING WORK**

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, he shall make the necessary pipe line, roadway and other connections at the several points in order that on completion of this Contract, water, sewage, or storm water as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

#### **142 EXISTING IMPROVEMENTS**

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by his operations.

The utility mains, ducts, poles and services in the construction area, where shown on the Contract Drawings are at the approximate locations furnished by various utilities concerned. Whenever existing improvement information is either indicated on the drawings or supplied to the Contractor at a later date, it is understood that such information is furnished in good faith for the Contractor's convenience. The Contractor must interpret this information according to his own judgment, and must make his own determinations regarding the location of all improvements. No claim will be allowed because of incorrect, incomplete or omitted existing improvement information.

The various utility companies have been made aware of the pending construction and are generally familiar with the locations of conflicts in the case of the proposed construction. The various utility companies will make all adjustments to their own lines except where otherwise shown on the Contract Drawings or specified. The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan his work so that least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference. The Contractor shall support all utility lines uncovered during excavation.

#### **143 ACCESS TO SITE**

The Contractor shall make every effort to minimize damage to all access routes, and he shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on or from

public streets or rights-of-way and for securing additional access rights thereto with respect to County and State Agencies. No Street Opening Permits will be required by the Village but the ordinances and rules and regulations pertaining thereto are in full force and effect as if repeated herein.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires and anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Village and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of his operation.

If the Contractor, by direct negotiation and bargain with any land owner, leasee or tenant, has secured for himself any right to use more space or greater privileges than the space provided by the Owner for purposes incidental to the performance of the Contract, he shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Owner and/or Village will arise therefrom. The Owner and/or Village shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Owner and/or Village and others for any and all losses, damage or expense which the Owner and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Owner to the Contractor or any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Owner may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Owner and/or Village against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way rights-of-access etc. provided by the Owner.

#### **144 ACCESS TO ADJACENT PROPERTIES**

The Contractor shall at all times maintain vehicular and pedestrian access to all properties abutting or adjacent to construction under this Contract, all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due to operations or proposed work called for under this Contract, the Contractor shall, at his sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the Engineer.

## **145 USE OF ROADWAYS**

During the progress of the work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Owner from any expense whatsoever due to his operations on/over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line or in the vicinity of his work.

Gutters and waterways must be kept open or other provisions made for the removal of the storm water. Roadway intersections may be blocked but one-half at a time and the Contractor shall lay and maintain temporary driveways, bridges and crossing such as in the opinion of the Engineer, are necessary to reasonably accommodate the public and to provide access to private driveways. In the event of the Contractor's failure to comply with these provisions, the owner may cause the same to be done, and will deduct the cost of such work from any monies due or to become due the Contractor under this Contract, but the performance of such work by the Owner or at its insistence shall serve in no way to release the Contractor from his general or liability for the safety of the public or the work.

## **146 INDEMNITY CAUSE**

The Contractor agrees to protect, defend, indemnify and hold the Village of Dobbs Ferry and its officers, employees, agents; the Engineer and his consultants; and New York State free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly it out of this agreement and/or the performance hereof: without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree or any court shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims etc. at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Village of Dobbs Ferry for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Village of Dobbs Ferry, or its employees.

## 147 DISPUTES

- a. All disputes arising between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute to delay the work under this Contract
- b. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute however, upon certification in writing by the claimant that the dispute has been submitted in its final form the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period its decision will not be a condition precedent to any further action on the part of the claimant.
- c. Each decision by the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to this last known address.
- d. In the event of an unfavorable decision by the Owner the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that he is proceeding with the work under protest and he say then except the matter in question from the final release.

## 148 GENERAL MUNICIPAL LAWS OF NEW YORK STATE

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to. In addition, this contract is subject to all New York State statutes, including but not limited to the Village Law Highway Law, Real Property Law and Finance Law.

**149 "OR EQUAL" CLAUSE  
UNLESS OTHERWISE SPECIFIED:**

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc. the intent is to establish a standard. Any material, article or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Further the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that substitute equipment will be approved by the Engineer and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment shall be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the owner for the engineering service. The Contractor must pay for any laboratory testing required to establish the equality of his proposal.

**150 CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR  
UNDERGROUND FACILITIES**

The Contractor's attention is directed to the State of New York, Department of Labor, Board of Standards and Appeals Industrial Code Rule 53 - "Construction, Excavation and Demolition Operations at or near Underground Facilities" effective April 1, 1975.  
The Contractor will be required to comply with all applicable requirements of Industrial Code Rule 53.

Requests for copies by mail should be directed to State of New York, Department of Labor, Office of Public Information, State Office Building Campus, Albany, New York 12201; or, single copies may be obtained by applying in person at the Department's office in Albany or in New York City at the Department of Labor, Two World Trade Center, New York, New York 10047.

**151 REVIEW BY OWNER**

The Owner, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

**152 DEDUCTIONS FOR UNCORRECTED WORK**

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided

### **153 PATENTS**

The Contractor shall hold and save the Owner and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, which has been recommended by the Contractor, including its use by the owner, unless otherwise specifically stipulated in the Technical Specifications.

### **154 INFORMATION FROM OWNER**

In addition to showing the construction under this Contract, the drawings may show certain information obtained by the Owner regarding conditions and features which exist at the site of the work, both at and below the surface of the ground. The Owner and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information. The information which is shown is only for the convenience of the Contractor, who must verify this information to his own satisfaction.

### **155 EXISTING UTILITIES, STRUCTURES AND FIXTURES**

The Contractor will be required, at no additional expense to the Village of Dobbs Ferry, to do everything necessary to support, protect and sustain all sewer, water, gas mains or service pipes; electric light, power poles, telephone or telegraph poles, manholes, valve boxes, conduits and any and all utilities, structures or fixtures laid across or along the site of the work. In case any of the said utilities, structures or fixtures are damaged by the Contractor, they shall be repaired by the Contractor at his own expense, or by the authorities having control of the same and the expense of said repairs shall be deducted from the monies due or to become due the Contractor under this Contract.

Should it become necessary to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (not trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture, the Contractor shall notify the owner of the obstruction and the Engineer of the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the owners of the same to properly care for and relocate them. Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damage or any claim other than for an extension of time. See GENERAL CONDITIONS, CLAIMS FOR EXTRA COST The removal or relocation of such interferences may be done by the owner of the interfering utility or structure with his own forces, or by a contractor whom he may engage for such purpose, or by private contract between the utility company and this contractor; or alternately he may request the Owner to cause this work to be performed under this contract (at the utility company's expense). In the last instance, the contractor shall perform such work under the terms of this contract and shall be compensated as described in GENERAL CONDITIONS - CHANGES IN THE WORK except where SPECIAL CONDITIONS or TECHNICAL SPECIFICATIONS provide otherwise.

If the Contractor desires temporary changes of location for his convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, he shall satisfy the Engineer and Owner that the proposed relocation does not interfere with his or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make his own request to the utility companies pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, specifications or ordered by the Engineer.

## **156 CONTROL OF EXISTING FLOWS**

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing his flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or Sanitary backup on his work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the local, state or federal health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows.

In the event the Contractor uses water from natural water sources for his operations, intake method shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

**SEWAGE SURFACE GROUND WATER AND FLOOD FLOWS**

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of the work to be done under the Contract.

The Contractor shall employ such feasible and practical methods in his operations as will prevent pollution sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond or bog, etc. without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained the Contractor shall ensure that no solids, debris, suspended soil particles, impurities or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from his disposal methods and any necessary measures (such as but not limited to cleanup) required to return the system to preconstruction conditions. In addition to the above disposal, on private property shall be only with the prior written permission of the property owner.

Any water used for any purpose by the Contractor shall not be discharged in such a way as to create pollution, sedimentation or other adverse effects upon the aforementioned streams or waters.

In addition, the Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing groundwater or water from any other source, from trenches, tunnels and other parts of the work and for preventing the trench slopes from sliding or caving. He shall sufficiently dewater all trenches, tunnels or other excavations to completely dry out and solidify the bottom of the trench to whatever depth is necessary below said bottom of the trench to provide a firm solid, completely dry bottom on which to place foundation material, lay pipe or build a structure.

It is expressly understood that the Engineer or Owner is not responsible for any flooding, high water tables, underground water or any other water problems which may be encountered on any portion of the work called for under this Contract and that the Contractor must include all anticipated costs for dewatering all excavations in the price bid under this Contract.

## **158 WEATHER CONDITIONS/WORK IN FREEZING WEATHER**

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors so to protect his and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission be given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

## **159 MAINTENANCE AND PROTECTION OF TRAFFIC**

The provisions contained herein shall be deemed in effect unless more stringent provisions are called for within the Technical Specification. The Contractor will be required to protect and maintain pedestrian and vehicular traffic.

The Contractor shall maintain and protect traffic by so conducting his construction operations that the traveling public is subjected to a minimum of delay and hazard.

Residents along the existing roads and those having business along them shall have safe means of ingress and egress at all times. Traffic shall be maintained at the intersections of all roads or streets crossing the road construction. Where directed by the Commissioner the Contractor shall provide such adequate and proper bridges over excavations as may be necessary or directed for the purpose of accommodating pedestrians or vehicles.

In the event any portion of a public road must be closed to traffic, permission shall be secured by the Contractor from the Village Superintendent of Highways or County or State Highway Department if in their jurisdiction and notice must be given by the Contractor to the Police and Fire Departments, and adequate detour sign posted.

Approved signs shall be provided along all highways while work is in progress, and where traffic direction is required, flagmen shall be designated by the Contractor to direct traffic past the equipment, machinery or construction operations. Construction equipment shall be removed entirely from the traveled roadway when work is shut down for the day and two lanes of traffic shall be maintained at night. Barricades shall be placed wherever the safety of the traveling public requires, where a road is officially closed, where an excavation is being made, or where heavy construction equipment is operating. In addition barricades shall be placed where they are deemed necessary in the opinion of the Department of Public Works, or the Chief of Police, to direct traffic or to prevent entrance to streets or areas where construction is in progress.

Barricades shall be in accordance with the Village of Dobbs Ferry Public Works Specifications and shall be lighted as provided therein. On traveled roads, a lighted warning sign is to be placed two-hundred (200) feet before the approach of barricades, or as is necessary for safety along the approach lines.

Where trenches have been cut, barricades, red flags, and warning signs, all properly lighted, shall be placed at frequent intervals and maintained until the trenches have been properly backfilled and compacted.

All barricades, lights, flags, and bombs shall be maintained intact at all times overnight, over the weekends, holidays or if the project is shut down for any period of time.

#### **160 HOURS OF WORK**

No work shall be done on the job before 7:00 a.m. nor after 5:00 p.m. unless the Village is notified, nor shall any work be done on Saturdays, Sundays, or legal holidays unless Contractor shall have given Owner written request at least forty-eight (48) hours in advance. No additional payment will be made by Owner for overtime work under any circumstances unless a prior written order has been given by the Engineer. The Contractor shall comply with the Village Noise Ordinance which prohibits all work except emergency repair work, before 7:00 a.m. and after 8:00 p.m.

#### **161 WATCHMAN**

Contractor may, at his option and expense, employ a watchman to protect property at all times during which work is not under active supervision of his Construction Superintendent. Owner will not assume responsibility for losses or damage to property through theft or vandalism.

**162 FIELD COPIES**

The Contractor shall keep one copy of the specifications, plans and all shop drawings in good order, available to the Engineer and his representative at the job location.

**163 EMERGENCY WORK**

If in the opinion of the Department of Public Works the work is carried on in such fashion that the public safety, private property, streets, or utilities are endangered, or that the work is carried on in such a manner as to create unnecessary inconvenience to the public, the Department of Public Works shall, immediately upon giving notice, be authorized to undertake such corrective measures as he may deem to be necessary. The cost of such work shall be deducted from payments due the Contractor under this contract.

**164 PROTECTION**

The Contractor shall protect and maintain all property, structures and utilities, public or private and shall provide whatever means are required to do so, as part of this contract. The Contractor shall take steps to protect the site and neighborhood from dust, mud, paint, and inconvenience. He shall take such steps as are necessary to prevent mud and silt from washing off the project area, prevent dust from blowing about the neighborhood, and prevent loaded trucks from spilling material upon traveled roadways. If the work is stopped for any purpose all rigging, scaffolds, and equipment shall be made secure to prevent any danger from wind, storm or accidents.

The Contractor must put up and maintain such barriers, signs and red lights as will effectively protect his work, materials, and prevent accidents in consequence of the work. Steps shall be taken to prevent trespass wherever the public may be endangered. He shall assume all liability occasioned in any way by his acts or neglect, or those of his agents; employees or workmen.

The Contractor shall so control his operation as to prevent damage to trees and shrubs which are to be preserved. Protection may include coverings, fences and boards lashed to trees to prevent damage from blasting or machine operations or hand tunneling through root areas. The Contractor shall carefully cut off all branches of trees which may have been broken or injured during construction. All tree repairs and painting of tree wounds shall be as specified in the New York State Department of Transportation Specifications.

Should work necessitate the moving of a survey monument the property owner, Village, County or other agency which can reasonably be assumed to have established the monument, shall be informed far enough in advance to arrange for adequate referencing. In no case, however, shall a monument be disturbed without prior approval of the Village Engineer.

All barricades, lights, flags, bombs and any other means set up to protect the public or the work from injury or damage shall be maintained overnight, over week-ends and holidays, or for any duration during which the job is not complete but the work may be shut down. Additional precaution such as filling of trenches or installation of steel plates may be required in areas of heavy traffic, on weekends extended by legal holidays or when there is expectation of inclement weather.

**165 PAYMENT FOR GENERAL CONDITIONS**

The cost of the performance of any work required by these General Conditions shall be considered to be a part of the Contractor's Base Bid if the contract is a Lump Sum Contract, and spread out among all the unit prices if the contract is a Unit Price Contract. There will be no additional payment for work required by these General Conditions.

**166 DAMAGE TO PRIVATE PROPERTY**

If the Contractor damages private property or facilities outside the designated work area (which work area is to be restored under the restoration provisions of the contract) he shall restore the private property or facilities promptly and completely in the same manner as specified under the restoration provisions of these specifications. If he does not do so within a reasonable period of time, as determined by the Commissioner, the Owner may retain or deduct from any sum or sums due to the Contractor such amount or amounts as are necessary to correct the condition and employ Village forces or another contractor to do the corrective work. The fact that the Contractor has referred a damage claim to his insurance carrier shall not relieve him of liability for prompt and full restoration of damage. For purposes of this section of the contract, the Owner will treat what are essentially private facilities within a public right-of-way (including but not limited to mail boxes, shrubs, flowers and other plantings, walls, light poles, etc.) in the same manner as described above for private property.

**167 RESTORATION**

All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants) the Contractor may, subject to the approval of the Engineer, substitute other similar items whose total value shall equal that of the destroyed one.

Where the work area extends onto private property, the Contractor shall make all reasonable attempts to satisfy the owners. In case of dispute, the Commissioner of Public Works shall be the judge as to the reasonableness of equivalency of repaired and restored features.

If the contract documents contain more detailed or more stringent specifications for restoration than in this section, the more detailed or stringent specifications shall take precedence over this section. If the contract documents do not contain detailed specifications for restoration, then this section expresses the intent of the Owner; all published specifications of the Owner containing details of construction applicable to items of restoration (e.g. grass, pavement, etc.) shall be deemed included in these contract documents as if set forth in full, if not actually printed herein.

All restoration work shall be maintained for a period of one year after the completion of the project by this contract and secured by the maintenance bond.

If the contract documents contain a specific payment clause for restoration, then that clause shall apply; otherwise payment for restoration shall be as described in Section 165.

#### **168. SITE VISITATION**

Each bidder, before submitting any proposal for the work, shall visit the premises in order to familiarize himself with the conditions under which this work is to be done and with the obstacles to be overcome. The submission of any proposal shall be held as an acknowledgment that this requirement has been complied with. Contractor shall satisfy himself as to the nature and location of his work and the general and local conditions. He shall have full knowledge as to transportation, handling, and storage of the materials, availability of electric power and all other facilities in the area which will have a bearing on the performance of his work and the contract for which he submit his proposal.

Lack of familiarity with the local conditions, due to failure to visit the site prior to the submission of proposal, will not be considered a valid excuse for any extras to the contract.

Any failure by the Contractor to acquaint himself with all the available information shall not relieve him from any responsibility for performing his work properly.

No additional compensation will be allowed for conditions increasing the cost which were not known to or appreciated by him when submitting his proposal if the conditions were obvious and could have been discovered by him if he had visited the site and had thoroughly informed himself of all existing conditions which would affect his work.

## **SECTION H**

### **SPECIAL CONDITIONS**

#### **201 SCOPE OF WORK**

Under this contract the Contractor shall furnish all items, operations or methods listed, mentioned or scheduled, including all labor, materials, equipment and incidentals and erosion and sediment control necessary or required to complete this contract in accordance with the contract drawings and specifications and as per the direction of the Village of Dobbs Ferry Department of Public Works and the Engineer of Record for the project.

#### **202 PERMITS**

The Contractor shall be required to obtain all necessary permits and approvals to remove construction debris and unsuitable soil from all agencies with jurisdiction over the project. A Building Permit is required to be filed on-line and the fees will be waived.

#### **203 TIME OF COMPLETION**

The Contractor shall provide the required bonds, insurances and other documents as required to complete this agreement within five (5) business days of the notice of award.

Work shall proceed in the field within five (5) business days of the contract signing. Once work has started, it shall proceed continuously and diligently. All items of work shall be completed and approved within forty (40) calendar days of the date of award. An allowance for rain days is allowed; for each rain day agreed on the time of completion will be extended one (1) day.

#### **204 DELETION OF WORK**

The Owner reserves the right to eliminate or reduce the scope of the work in any manner or way. The Owner will not entertain any claims due to the deletion of work.

#### **205 LIQUIDATED DAMAGES**

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are difficult to determine, the Contractor and his Sureties shall be liable for and shall pay to the Owner the sum of Two Hundred Dollars (\$200.00) as fixed, agreed as liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the **GENERAL CONDITIONS**, until such work is satisfactorily completed and accepted.

In the event of inclement weather at the end of the year asphalt plant closures may shutdown paving operations and liquidated damages will be waived.

**206    SUPPLY OF WATER**

The Contractor shall make the necessary arrangements with Suez Water New York Inc. Westchester to provide for a source of water for the project.

**207    OR EQUAL CLAUSE**

Whenever a manufacturer or trade name is listed, not followed by "or equal," the words "or equal" shall be deemed to be inserted in the specifications. See also Section 149 of the **GENERAL CONDITIONS**.

**208    COORDINATION OF WORK**

In accordance with the contract plans and specifications the Contractor shall coordinate all work with various departments of the Village of Dobbs Ferry of other agencies, both public and private with jurisdiction over this project.

For the purposes of this contract the words Village Engineer and the Engineer of Record are one in the same.

**Contacts:**

Paul J. Petretti, Engineer of Record, P.E., L.S., CFM, 914-674-9827

Rick Guevera, Chief of Police, Dobbs Ferry Police Department, 914-693-5500

Stephen Trezza, General Forman, Department of Public Works, 914-231-8507.

Jennifer Dorman, Senior Office Assistant,  
Department of Public Works, 914-231-8507.

Edmond Manley, Dobbs Ferry Building Inspector, 914-231-8513.  
Daniel Roemer, Assistant Building Inspector

**209    ROAD CLOSINGS**

It is anticipated that a portion of Palisades Street and Cedar Street will be closed to accomplish this work and maintenance and protection of traffic will be required. The Contactor shall coordinate actions pertaining to road closures with the Engineer of Record for the project, the Police Department and the Department of Public Works.

**210 BACKFILL AND SETTLEMENT**

Suitable compaction for all materials and soils placed and existing excavated or bearing soils is required and deemed part of the unit price items in this contract. The Contractor is hereby advised that they bear the sole responsibility for all backfilling work and will be responsible for all settlement occurring in the work area and streets within the project area resulting from the work of this project. He shall take whatever methods are necessary to assure that settlement does not occur beneath the finished work of the project and shall repair all work that is damaged by settlement.

**211 COST BREAKDOWNS FOR PAYMENT ESTIMATES**

Immediately after the award of the contract, the Contractor shall submit a proposed cost breakdown of the work for the purpose of making monthly payments. The cost breakdown will be reviewed by the Village, who will either accept it or recommend changes. If a mutually satisfactory breakdown is not arrived at, the Department of Public Works will determine the breakdown.

**212 SANITARY FACILITIES**

The Contractor shall provide for and maintain suitable sanitary facilities for his work force to be located in/at a corner of the Village Cedar Street Parking lot.

**213 INTERFERING STRUCTURES:**

The Contractor shall, under this contract, and as called for in the General Conditions, sustain, support and protect from direct or indirect injury to all pipes, poles, conduits, walls, buildings, roadways and other structures, utilities and property near the work. This shall be carefully accomplished by the Contractor and as required by the Company or Party owning the above. The Contractor shall take all risks attending to their presence and shall be responsible for all damage and assume all expense for direct or indirect injury caused by their work whether such facilities and structures are shown or not shown on the contract drawings.

If so ordered in writing by the Department of Public Works or the Engineer of Record the Contractor shall remove or realign interfering structures. Payment shall be as extra work as provided in the General Conditions of this Contract under Section G, Item 113 Claims for Extra Cost.

**214    NEW YORK STATE DEPARTMENT OF TRANSPORTATION**  
**STANDARD SPECIFICATIONS**

Under the Contract for which these specifications are written, the Contractor for the, **“VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT”** shall furnish all the materials, equipment and labor necessary to install contract items in accordance with **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

(THIS DOCUMENT IS AVAILABLE ONLINE IN PDF FORMAT)

The location, approximate dimensions and materials to be placed are shown on the plans for the project entitled **“VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT”** PREPARED FOR THE VILLAGE OF DOBBS FERRY.

In general, the plans refer to New York State Department of Transportation standard specification. All materials, the placement and installation and testing of materials to be placed shall be installed in accordance with the requirements of: **NYSDOT STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

**215    SHOP DRAWINGS**

The Contractor shall submit shop drawings for the hand railing, safety tread and other specification items as called out on the plans and in the specification for this project prior to the furnishing of all items for approval by the Village of Dobbs Ferry Department of Public Works or the Engineer of Record for the project.

Handrails  
SECURITY FENCE SYSTEMS, INC.,  
4060 Boston Road Bronx, NY 10475  
(T) 718-231-2938 (F) 718-994-6404  
or an approved equal vendor.

Wooster Products Inc. Safety Tread, or an approved equal.  
Stone curb matching stone curb recently installed on Palisades Street can be obtained from Williams Stone Co. Inc. East Otis, MA, or an approved equal.

**216    OSHA**

All excavation work shall be accomplished in accordance with the requirements of OSHA.

**217    ENGINEER, VILLAGE ENGINEER & ENGINEER OF RECORD**

For the purpose of this contract, the Village of Dobbs Ferry Department of Public Works may transfer the implementation of the project from the office of the Village Engineer to the Engineer of Record and the words Village Engineer and the Engineer of Record mean the same.

**218    TESTING, CERTIFIED TESTING, CERTIFIED INSPECTOR**

The Contractor shall be responsible for coordinating all testing with the Department of Public Works and the Engineer of Record for the project and for all costs associated with material and soil testing.

Concrete inspection and testing to be performed by a third party hired by the Village of Dobbs Ferry to be paid for by the Village of Dobbs Ferry. The Contractor will provide all necessary assistance and coordination with concrete inspector to collect samples and order test cylinders for the placement of concrete.

**218    SPECIAL INSURANCE REQUIREMENTS**

See Section E, Insurance.

**219    SURVEY CONTROL – LINE AND GRADE**

**THE PROJECT PLANS HAVE BEEN PREPARED WITH GREAT ATTENTION TO THE LOCATION AND THE ELEVATIONS OF THE BOTTOM THE STEPS / STAIRWAYS AND THE SIDEWALKS. THE CONTRACTOR'S SUPERVISORY PERSONELL WILL HAVE TO WORK CLOSELY WITH THE ENGINEER OF RECORD TO ACCOMPLISH THE CONSTRUCTION OF THE STEPS / STAIRWAYS AND SIDEWALKS. THE CONTRACTOR SHALL PROVIDE A SURVEYOR TO SET LINE AND GRADE. THE ENGINEER OF RECORD WILL PROVIDE SOME DEGREE OF SURVEY SUPPORT TO THE CONTRACTOR'S SURVEYOR.**

## **220 TEMPORARY ACCESS FOR THE RESIDENTS**

To limit the impact of this project on the residents the project will have two (2) stages; stage (1) one being the steps and stairways and ramps from the intersection of Palisade Street and Cedar Street up to a portion of Cedar Street, stage two (2) the remainder of Cedar Street. Demolition for stage two will be held off until a suitable portion of the stage one has been completed.

The Contractor shall provide for access to the residences for the duration of the project. This shall include suitable temporary ramps with hand rails.

Work shall be scheduled to allow for safe and convenient access to the residences.

Temporary access to driveways is not required as the Village will give the residents parking in the Cedar Street parking lot.

## **221 CONTRACTOR'S LAYDOWN AREA**

The Village will designate an area in the Cedar Street Parking Lot for storage of equipment and some material and equipment can be stored in small trucks, rubber-tired vehicles; other material shall be brought to the site on an as-needed basis. All vehicles should be small rubber-tired, clean and safe for over-night and weekend storage.

## **SECTION I**

### **INDEX TO TECHNICAL SPECIFICATIONS**

#### **VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK. CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT**

<b><u>ITEM</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>PAGE NUMBER</u></b>
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200	SPECIAL CONDITIONS	200-1
300	REMOVE & DISPOSE OF EXISTING SIDEWALKS, CURBS AND FEATURES	300-1 - 300-2
400A	PAVEMENT REPLACEMENT	400A1 - 400A-2
500A	CONCRETE STEPS AND STAIRWAY	500A-1 - 500A-5
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500E	CONCRETE – MISCELLANEOUS	500E-1 – 500E-5
600	STONE AND CONCRETE CURB	600-1 - 600-2
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1400	RESTORATION	1400-1 - 1400-3
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## **SECTION I**

### **INDEX TO TECHNICAL SPECIFICATIONS**

#### **VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK. CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT**

FOR ALL MATERIAL, INSTALLATION AND PLACEMENT SPECIFICATIONS REFER TO STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) MAY 1, 2016 STATE OF NEW YORK DEPARTMENT OF TRANSPORTATION. CONTACT DEPARTMENT OF TRANSPORTATION PLAN AND PUBLICATION SALES, 50 WOLF ROAD, ALBANY, NEW YORK 12232 – TELEPHONE (518) 457-2124 OR @ [WWW.DOT.NY.GOV](http://WWW.DOT.NY.GOV). THIS DOCUMENT IS AVAILABLE ON LINE IN PDF FORMAT

## **ITEM 100      MAINTENANCE AND PROTECTION OF TRAFFIC**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK PARKING LOT IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary to provide for maintenance and protection of traffic for the project.

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK PARKING LOT IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary to install contract items in accordance with **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

### **METHODS:**

Coordinate all maintenance and protection of traffic, road closures and detours with the Village of Dobbs Ferry Department of Public Works and the Police Department.

We anticipate a street lane closure at the intersection of Palisades Street, on the east side and a portion of the south side of Cedar Street.

For the closure of this intersection we anticipate DETOURS WILL BE REQUIRED to indicate that Cedar Street is closed to local traffic only. The detour signage will be placed at the top of Cedar Street at the intersection of Main Street allowing two-way traffic on Cedar Street allowing a left hand to turn into Palisade street.

A second detour sign will be required at the intersection of Main Street and Cedar Street to direct traffic down Main Street to Chestnut Street.

A Third detour sign will be required at the intersection of Main Street and Chestnut Street to direct traffic to Palisades Street.

A fourth detour sign will be required at the intersection of Chestnut Street and Palisades street to indicate Palisades Street closed allowing only local traffic.

A fifth detour sign will be required at the exit from 145 Palisades Street allowing on a left had turn into Palisades Street.

We anticipate a street lane closure of the south side of Cedar Street from the intersection of Cedar Street with the east side of Palisades Street to Main Street will be permanent and the Contractor shall employ barricades. The width of the closure will be eight (8) feet.

Alterations and changes to the above should be expected.

The Village of Dobbs Ferry will supply some, but not all, of the detour signs and barricades with signage.

On days of the concrete pours and other delivery the Contractor shall coordinate additional lane closure width on Cedar Street with the Village Department of Works.

The Contractor shall provide for adequate signs and barriers to be placed to put the public on notice that work is taking place, set and move detours signs at the direction of the Village of Dobbs Ferry Department of Public Works, the Police Department and the Engineer of Record for the project.

Flagmen will be required as well; at least one, to assist with the direction of traffic.

#### **METHODS:**

See Standard Sheet Section 619 - Work Zone Traffic Control

And

Section 729 -Temporary Traffic Control Devices

#### **PAYMENT:**

Payment to be made for this item will be the Lump Sum bid for Item No. 100 and shall include all the work, labor, equipment and materials to implement the MAINTENANCE AND PROTECTION OF TRAFFIC.

**ITEM 200**     **SPECIAL CONDITIONS**

**WORK:**

ALL ITEMS COVERED UNDER SECTION H – SPECIAL CONDITIONS

**METHODS:**

AS PER SECTION H

**MATERIALS:**

AS PER SECTION H

**PAYMENT:**

Payment to be made for this item will be the Lump Sum for Item No. 200 set at value in the amount of \$10,000 and shall include all the work, labor, equipment and materials and requirements to implement the SPECIAL CONDITIONS – SECTION H.

**ITEM 300      REMOVE & DISPOSE OF EXISTING SIDEWALKS, CURBS AND FEATURES**

**WORK:**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall furnish all the materials, labor equipment necessary to remove and dispose of the existing sidewalks, curbs and piping and signage, trees and tree wells and other surface and sub-surface features deemed necessary to accomplish the work.

**METHODS:**

The Contractor shall perform the required site visitation to fully understand the scope of this work

**Initiate ITEM 100      MAINTENANCE AND PROTECTION OF TRAFFIC**

**See Section 220      TEMPORARY ACCESS FOR THE RESIDENTS**

To limit the impact of this project on the residents the project will have two stages; stage one being the steps and stairways and ramps from the intersection of Palisade Street and Cedar Street and up Cedar Street, stage two the remainder of Cedar Street. Demolition for stage two will be held off until a suitable portion of the stage one has been completed.

The Contractor shall coordinate this effort with the Department of Public Works to determine what, if any, site features they would like to keep and place the same in the Contractors' Laydown area.

Parking meters, if any and signs will be removed and handed over to the Department of Public Works.

Break up the existing sidewalk and remove all physical features to an approved construction waste management facility and provide acceptance of the material.

Prepare for the excavation for the steps and stairway footings and step and stairway side walls and dispose of excavated soil and construction demolitions.

The Contractor shall coordinate this action and work with all private utilities that provide service to the existing residence and shall maintain all services located in working order.

Private utilities; but not limited to the following:

Suez Water Westchester District

Verizon

Con Edison

As part of this action the Contractor shall provide temporary access to the residences by way of ramps and other suitable means

**MATERIALS:**

Not applicable

**PAYMENT:**

The payment for Item 300 shall be at the lump sum price bid to remove & dispose of the existing sidewalks, curbs and piping and signage, trees and tree wells and other surface and sub-surface features and dispose of excavated soil deemed necessary to accomplish the work.

**ITEM 400A**

**PAVEMENT REPLACEMENT- VILLAGE OF DOBBS FERRY  
PUBLIC RIGHT OF WAY - ASPHALT CONCRETE  
PAVEMENT**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary to mill, saw-cut and seal and place asphalt concrete pavement as shown on the plans or as per the direction of the Village of Dobbs Ferry Department of Works and the Engineer of Record for the project.

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary to install contract items in accordance with **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

The location, approximate dimensions, sections and paving materials to be placed are shown on the plans for the project plans.

ITEM 403.13 M Type 3 Binder Course  
ITEM 403.19 M Type 7F3 TOP  
ITEM 304.1108 Sub Base Course

All paving operations to be accomplished in accordance with Section 300 Bases and subbase and Section 400 Hot Mix Asphalt.

Pavement makings shall be accomplished with material on the NYSDOT MATERIAL – APPROVED LIST. The Contractor shall provide a certification of the material to be used from the approval material list. All pavement marking shall be accomplished in accordance with NYSDOT standards for pavement markings, Standard Sheet 685-1 to 685-9.

**PREPARATION AND PLACEMENT:**

After all work to install the retaining walls, the new stone curb, and sidewalks are completed in accordance with the sections and details as shown on the project plans and as ordered by the Department of Public Works or the Engineer of Record for the project the Contractor shall prepare the subbase.

All paving operation to be accomplished in accordance with Section 300 Bases and subbase and Section 400 Hot Mix Asphalt.

**MEASUREMENT:**

The quantity of pavement replacement to be paid for under this item shall be the actual square yards of parking lot pavement installed by the Contractor as measured and confirmed by Engineer of Record for the project.

**PAYMENT:**

The quantity to be paid for under this item shall be the square yard of pavement replacement installed.

The payment for Item 400A shall be at the unit price bid which shall include all labor and equipment and materials, subbase material and paving items and other miscellaneous preparation and placement to install the asphalt concrete pavement replacement.

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**ITEM 500A****CONCRETE STEPS AND STAIRWAYS**

Under the Contract for which these specifications are written, the Contractor for the, **“VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT”** shall furnish all the materials, equipment and labor necessary and other miscellaneous preparations to furnish and install the sub-base, steps and stairway footings and supporting wall sections between all steps and stairways reinforcing steel, install steps / stairways with stairway safety threads.

**Under the Contract for which these specifications are written, the Contractor for the, “VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK PARKING LOT IMPROVEMENTS” shall furnish all the materials, equipment and labor necessary to install contract items in accordance with NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

**METHODS:**

The Contractor shall remove the existing sidewalks and related physical features and prepare the sub-base for the placement. As part of this action the Contractor shall provide temporary access to the residences by way of ramps and other suitable means – see Section 220 of the SPECIAL CONDITIONS. The steps and stairway work should proceed prior the installation of the sidewalk sections.

The sides of the steps, stairways and connections wall faces shall be cleaned and rubbed with a fresh mortar mix to present a good-looking finished surface.

**MATERIALS:**

Steps will have full step length safety treads manufactured by Wooster Products Inc. or an approved equal.

Concrete for the construction of the wall shall be NYSDOT Class D Structural Concrete in accordance with TABLE 501-3 CONCRETE MIXTURES.

All concrete, reinforcing steel, joint materials and additives and finishing agents shall be from the NYSDOT Approved Materials List.

Normal weight aggregate; Aggregate gradation in accordance with TABLE 501-2 COARSE AGGREGATE GRADATION, CA 1.

All admixtures shall contain no more chloride ions than are present in the municipal water supply.

All reinforcing steel shall epoxy coated Bar Reinforcement, Grade 60 conforming to NYSDOT Section 709-01 and Section 709-04.

Subbase – NYSDOT No. 2 (3/4”) crushed stone

Expansion Joints W.A. Meadows Sealtight asphalt impregnated.

Sealant shall be Euclid Baracade Silane C100 100% Penetrating Silane treatment for concrete and masonry, or an approved equal.

### **PREPARATION AND PLACEMENT:**

All concrete to be furnished and installed in accordance with ACI “Building code Requirements for Structural Concrete (ACI318).

Fourteen (14) days prior to placement of concrete the Contractor shall submit a mix design for approval by the Engineer of Record.

No admixtures shall be used in the concrete except as allowed by the Engineer of Record as part of the mix design approval.

**Computer output Batch Ticket to be provided must conform to NYSDOT Standard Specifications – Delivery ticket shall record the water added at the batch plant and the remainder of the batch water to be added at the site as “final batch reserve water added” and shown on the delivery ticket.**

**Final batch water reserve can be added at the site if the slump is too low.**

**The Inspector shall monitor the addition of batch water added to achieve the desired slump.**

### **QUALITY CONTROL / QUALITY ASSURANCE – TESTING**

1. All tests shall be made in accordance with applicable provisions of the Standard Specifications of the American Society of Testing Materials. Costs of this inspection and tests will be borne by the Contractor unless otherwise stated herein. Plastic concrete, as delivered to the site, shall be sampled and tested as indicated below and in the paragraph titled "Evaluation and Acceptance of Concrete" of ACI 318. A minimum of three cylinders shall be made (cast) during each concreting cycle of the same

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mix for every 10 CY of concrete or less per day to verify 28-day strength, plus one cylinder to be cast and held in case of a low 28-day strength. Statistical evaluation of compressive test results shall be in accordance with ACI214. Testing should be performed for each 10 CY delivered to the site up to 50 CY; over 50 CY every third (3 rd.) truck. For concrete delivered in less than 10 CY, test each load.

**Slump:** In accordance with ASTM C143. Shall be monitored at least once for every 10 CY of concrete or more often if variations are observed. Slump shall be taken prior to addition of admixtures at the truck chute; all admixtures to be added at the batch plant.

**Air Content:** Test shall be made at the same time that specimens for compression tests are made. Tests shall be made in accordance with ASTM C173 or ASTM C231.

**Calcium Nitrite:** Shall be monitored by utility the Michigan Test Method, MTM 607-86 "Test Method for Quality of Calcium Nitrite Corrosion Inhibitor in Plastic Concrete", at least once for every 10 CY of concrete, or more often if variations are observed.

If the measured slump, calcium nitrate or air content falls outside the limits specified, a check test shall be made on the same batch or concrete. In the event of a second failure, the load of concrete represented shall be rejected. The replacement of concrete rejected shall be at the expense of the Contractor.

2. The **Owner** will engage the services of a 3 rd. Party Inspection Agency to provide the following services in accordance with the applicable provisions of the Building Code of New York State and of the Specification:

Preliminary tests; % Air, Slump Test, cast and cure cylinders.

Taking and testing cylinders of concrete as poured.

Field inspection of concrete and cure concrete.

Submitting Reports. File all reports with the office of the Building Inspector and the Engineer of Record for the project.

**The Inspector shall have an ACI certification as a Concrete Field-Testing Technician – Grade 1.**

3. The Inspection Agency shall make, transport and test standard 6" diameter by 12" in height specimens as required by applicable building regulations. Three test specimens shall be made for each 10 cubic yards

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of concrete placed or not less than three cylinders for each day's pour. The test cylinders shall be clearly marked and the system of marking shall have definite sequence. In addition, one set of three cylinders per 30 cubic yards of concrete placed shall be taken directly from the bucket or hopper and clearly identified. The test specimens shall be carefully stored and transported so as not to damage them in any way.

4. Records shall be kept identifying each cylinder with the locations of the concrete from which the test cylinders and the date and time and where taken. The method of making, storing and testing specimens shall be in accordance with the procedures set forth in applicable provisions of Standard Specifications of the American Society for the Testing of Materials.
5. The Inspection Agency shall provide adequate equipment for the determination of moisture content and gradation of fine and coarse aggregate. Adjustment shall be made in batch weights to compensate for variation in moisture content. The Inspector shall verify the batch weights.
6. The Inspection Agency shall provide a qualified inspector at the site to see that concrete is thoroughly mixed and properly placed. It shall be the responsibility of the Inspector to control the consistency of the mix in order that there will be no segregation due to excessive water. The Inspector shall also supervise for proper spading and vibration of the concrete.
7. The Inspection Agency shall submit reports to the Engineer. Three (3) copies of all reports shall be submitted as the tests are completed and a weekly report of the amount of the concrete poured each day shall be submitted. The reports shall also include air temperatures.
8. The laboratory shall prepare Controlled inspection concrete reports listing cylinder test results as required by the Building Code of the State of New York. These records shall be sent to the Engineer for filing. The Inspector shall immediately call to the attention of the Engineer any discrepancies found in the work.
9. The Contractor shall furnish all materials to be tested and shall cooperate and provide every assistance to facilitate and provide access to the work area for the inspection and testing. If the results of these tests and inspections indicate that the concrete does not meet the requirements as set forth on the Drawings or in these Specifications or is otherwise unsatisfactory, the Contractor shall proceed as directed by the Engineer. All additional costs resulting from re-testing, load testing, replacement of

concrete and/or damage to the work of the other trades shall be borne by the Contractor.

10. If, during the progress of the work, it is found that concrete of the required workability and strength cannot be attained with the materials furnished by the Contractor, the Engineer may order such changes in proportions or materials, or both, as may be necessary to secure the desired results. Any changes so ordered will be at the Contractor's expense, and no extra compensation will be allowed by reason of such change.

**MEASUREMENT:**

The quantity to be paid for under this item shall be the number of steps / stairways to be installed by the number of steps in each stairway;  
1 Step, 2 Steps, 3 Steps, 4 steps and 5 Steps.

**PAYMENT:**

The payment for Item 500A shall be at the unit price bid shall furnish all the materials, equipment and labor necessary and other miscellaneous preparations to furnish and install the subbase, step and stairway footings and the supporting wall sections between all steps and stairways, place reinforcing steel, and stair safety threads and to install steps / stairways.

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**ITEM 500B****CONCRETE SIDEWALK**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary and other miscellaneous preparations to furnish and install the subbase, wire mesh and place and finish concrete sidewalks.

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK PARKING LOT IMPROVEMENTS"** shall furnish all the materials, equipment and labor necessary to install contract items in accordance with **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

**METHODS:**

The Contractor shall remove the existing sidewalks and related physical features and prepare the subbase for the placement. As part of this action the Contractor shall provide temporary access to the residences by way of ramps and other suitable means – see Section 220 of the SPECIAL CONDITIONS.

The steps and stairway work should proceed prior the installation of the sidewalk sections.

The Contractor shall then set the stone curbing.

The Contractor shall then call for a sub-grade inspection and install expansion joints and place the welded wire mesh and setup to pour the concrete sidewalks.

The Contractor shall provide an ACI Certified Concrete Flatwork Finisher to supervise finishing.

**MATERIALS:**

Concrete for the construction of the wall shall be NYSDOT Class D Structural Concrete in accordance with TABLE 501-3 CONCRETE MIXTURES.

All concrete, reinforcing steel, joint materials and additives and finishing agents shall be from the NYSDOT Approved Materials List.

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Normal weight aggregate; Aggregate gradation in accordance with TABLE 502-1  
COARSE AGGREGATE GRADATION, CA 1.

All admixtures shall contain no more chloride ions than are present in the municipal water supply.

All welded wire mesh shall be epoxy coated welded wire fabric conforming to NYSDOT Section 709-02 Wire Fabric for Concrete Reinforcement.

All welded wire mesh shall be epoxy coated 6 x 6, W2.9 x W2.9 conforming to NYSDOT Section 709-08 and 707-02.

Subbase – NYSDOT No. 2 (3/4”) crushed stone.

Expansion Joints W.A. Meadows Sealtight asphalt impregnated.

Sealant shall be Euclid Baracade Silane C100 100% Penetrating Silane treatment for concrete and masonry, or an approved equal.

#### **PREPARATION AND PLACEMENT:**

All concrete to be furnished and installed in accordance with ACI Building code Requirements for Structural Concrete (ACI318).

Fourteen (14) days prior to placement of concrete the Contractor shall submit a mix design for approval by the Engineer of Record.

No admixtures shall be used in the concrete except as allowed by the Engineer of Record as part of the mix design approval.

**Computer output Batch Ticket to be provided must conform to NYSDOT Standard Specifications – Delivery ticket shall record the water added at the batch plant and the remainder of the batch water to be added at the site as “final batch reserve water added” and shown on the delivery ticket.**

**Final batch water reserve can be added at the site if the slump is too low.**

**The Inspector shall monitor the addition of batch water added to achieve the desired slump.**

#### **QUALITY CONTROL / QUALITY ASSURANCE – TESTING**

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1. All tests shall be made in accordance with applicable provisions of the Standard Specifications of the American Society of Testing Materials. Costs of this inspection and tests will be borne by the Contractor unless otherwise stated herein. Plastic concrete, as delivered to the site, shall be sampled and tested as indicated below and in the paragraph titled "Evaluation and Acceptance of Concrete" of ACI 318. A minimum of three cylinders shall be made (cast) during each concreting cycle of the same mix for every 10 CY of concrete or less per day to verify 28-day strength, plus one cylinder to be cast and held in case of a low 28-day strength. Statistical evaluation of compressive test results shall be in accordance with ACI214. Testing should be performed for each 10 CY delivered to the site up to 50 CY; over 50 CY every third (3 rd.) truck. For concrete delivered in less than 10 CY, test each load.

Slump: In accordance with ASTM C143. Shall be monitored at least once for every 10 CY of concrete or more often if variations are observed. Slump shall be taken prior to addition of admixtures at the truck chute; all admixtures to be added at the batch plant.

Air Content: Test shall be made at the same time that specimens for compression tests are made. Tests shall be made in accordance with ASTM C173 or ASTM C231.

Calcium Nitrite: Shall be monitored by utility the Michigan Test Method, MTM 607-86 "Test Method for Quality of Calcium Nitrite Corrosion Inhibitor in Plastic Concrete", at least once for every 10 CY of concrete, or more often if variations are observed.

If the measured slump, calcium nitrate or air content falls outside the limits specified, a check test shall be made on the same batch or concrete. In the event of a second failure, the load of concrete represented shall be rejected. The replacement of concrete rejected shall be at the expense of the Contractor.

2. The **Owner** will engage the services of a 3 rd. Party Inspection Agency to provide the following services in accordance with the applicable provisions of the Building Code of New York State and of the Specification:

File and all reports with the office of the Building Inspector and the Engineer of Record for the project.

Preliminary tests; % Air, Slump Test, cast and cure cylinders.

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Taking and testing cylinders of concrete as poured.  
Field inspection of concrete and cure concrete.  
Submitting reports. File all reports with the office of the Building Inspector and the Engineer of Record for the project.

**The Inspector shall have an ACI certification as a Concrete Field-Testing Technician – Grade 1.**

3. The Inspection Agency shall make, transport and test standard 6" diameter by 12" in height specimens as required by applicable building regulations. Three test specimens shall be made for each 10 cubic yards of concrete placed or not less than three cylinders for each day's pour. The test cylinders shall be clearly marked and the system of marking shall have definite sequence. In addition, one set of three cylinders per 30 cubic yards of concrete placed shall be taken directly from the bucket or hopper and clearly identified. The test specimens shall be carefully stored and transported so as not to damage them in any way.
4. Records shall be kept identifying each cylinder with the locations of the concrete from which the test cylinders and the date and time and where taken. The method of making, storing and testing specimens shall be in accordance with the procedures set forth in applicable provisions of Standard Specifications of the American Society for the Testing of Materials.
5. The Inspection Agency shall provide adequate equipment for the determination of moisture content and gradation of fine and coarse aggregate. Adjustment shall be made in batch weights to compensate for variation in moisture content. The Inspector shall verify the batch weights.
6. The Inspection Agency shall provide a qualified inspector at the site to see that concrete is thoroughly mixed and properly placed. It shall be the responsibility of the Inspector to control the consistency of the mix in order that there will be no segregation due to excessive water. The Inspector shall also supervise for proper spading and vibration of the concrete.
7. The Inspection Agency shall submit reports to the Engineer. Three (3) copies of all reports shall be submitted as the tests are completed and a weekly report of the amount of the concrete poured each day shall be submitted. The reports shall also include air temperatures.
8. The laboratory shall prepare Controlled inspection concrete reports listing cylinder test results as required by the Building Code of the State of New York. These records shall be sent to the Engineer for filing. The Inspector

shall immediately call to the attention of the Engineer any discrepancies found in the work.

9. The Contractor shall furnish all materials to be tested and shall cooperate and provide every assistance to facilitate and provide access to the work area for the inspection and testing. If the results of these tests and inspections indicate that the concrete does not meet the requirements as set forth on the Drawings or in these Specifications or is otherwise unsatisfactory, the Contractor shall proceed as directed by the Engineer. All additional costs resulting from re-testing, load testing, replacement of concrete and/or damage to the work of the other trades shall be borne by the Contractor.
10. If, during the progress of the work, it is found that concrete of the required workability and strength cannot be attained with the materials furnished by the Contractor, the Engineer may order such changes in proportions or materials, or both, as may be necessary to secure the desired results. Any changes so ordered will be at the Contractor's expense, and no extra compensation will be allowed by reason of such change.

**MEASUREMENT:**

The quantity to be paid for under this item shall be the square yards of concrete sidewalk placed based on as-installed field measure.

**PAYMENT:**

The payment for Item 500B shall be at the unit price bid which shall include all materials, labor and equipment and other miscellaneous preparations to furnish and install the subbase, wire mesh and place and finish concrete sidewalks.

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**ITEM 500C****CONCRETE DRIVEWAY APRON**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary and other miscellaneous preparations to furnish and install the subbase, wire mesh and place and finish driveways aprons.

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK PARKING LOT IMPROVEMENTS"** shall furnish all the materials, equipment and labor necessary to install contract items in accordance with **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

**METHODS:**

See ITEM 500B entire.

The Contractor shall provide an ACI Certified Concrete Flatwork Finisher to supervise finishing.

**MATERIALS:**

Concrete for the construction of the wall shall be NYSDOT Class D Structural Concrete in accordance with TABLE 501-3 CONCRETE MIXTURES.

All concrete, reinforcing steel, joint materials and additives and finishing agents shall be from the NYSDOT Approved Materials List.

Normal weight aggregate; Aggregate gradation in accordance with TABLE 502-1 COARSE AGGREGATE GRADATION, CA 1.

All admixtures shall contain no more chloride ions than are present in the municipal water supply.

All welded wire mesh shall be epoxy coated 6 x 6, W2.9 x W2.9 conforming to NYSDOT Section 709-08 and 707-02.

Subbase – NYSDOT No. 2 (3/4") crushed stone

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Expansion Joints W.A. Meadows Sealtight asphalt impregnated.

Sealant shall be Euclid Baracade Silane C100 100% Penetrating Silane treatment for concrete and masonry, or an approved equal.

### **PREPARATION AND PLACEMENT:**

All concrete to be furnished and installed in accordance with ACI Building code Requirements for Structural Concrete (ACI318).

Fourteen (14) days prior to placement of concrete the Contractor shall submit a mix design for approval by the Engineer of Record.

No admixtures shall be used in the concrete except as allowed by the Engineer of Record as part of the mix design approval.

**Computer output Batch Ticket to be provided must conform to NYSDOT Standard Specifications – Delivery ticket shall record the water added at the batch plant and the remainder of the batch water to be added at the site as “final batch reserve water added” and shown on the delivery ticket.**

**Final batch water reserve can be added at the site if the slump is too low.**

**The Inspector shall monitor the addition of batch water added to achieve the desired slump.**

### **QUALITY CONTROL / QUALITY ASSURANCE – TESTING**

1. All tests shall be made in accordance with applicable provisions of the Standard Specifications of the American Society of Testing Materials. Costs of this inspection and tests will be borne by the Contractor unless otherwise stated herein. Plastic concrete, as delivered to the site, shall be sampled and tested as indicated below and in the paragraph titled "Evaluation and Acceptance of Concrete" of ACI 318. A minimum of three cylinders shall be made (cast) during each concreting cycle of the same mix for every 10 CY of concrete or less per day to verify 28-day strength, plus one cylinder to be cast and held in case of a low 28-day strength. Statistical evaluation of compressive test results shall be in accordance with ACI214. Testing should be performed for each 10 CY delivered to the site up to 50 CY; over 50 CY every third (3 rd.) truck. For concrete delivered in less than 10 CY, test each load.

Slump: In accordance with ASTM C143. Shall be monitored at least once for every 10 CY of concrete or more often if variations are observed. Slump shall be taken prior to addition of admixtures at the truck chute; all admixtures to be added at the batch plant.

Air Content: Test shall be made at the same time that specimens for compression tests are made. Tests shall be made in accordance with ASTM C173 or ASTM C231.

Calcium Nitrite: Shall be monitored by utility the Michigan Test Method, MTM 607-86 "Test Method for Quality of Calcium Nitrite Corrosion Inhibitor in Plastic Concrete", at least once for every 10 CY of concrete, or more often if variations are observed.

If the measured slump, calcium nitrate or air content falls outside the limits specified, a check test shall be made on the same batch or concrete. In the event of a second failure, the load of concrete represented shall be rejected. The replacement of concrete rejected shall be at the expense of the Contractor.

2. The **Owner** will engage the services of a 3 rd. Party Inspection Agency to provide the following services in accordance with the applicable provisions of the Building Code of New York State and of the Specification:

Preliminary tests; % Air, Slump Test, cast and cure cylinders.

Taking and testing cylinders of concrete as poured.

Field inspection of concrete and cure concrete.

Submitting Reports. File all reports with the office of the Building Inspector and the Engineer of Record for the project.

**The Inspector shall have an ACI certification as a Concrete Field-Testing Technician – Grade 1.**

3. The Inspection Agency shall make, transport and test standard 6" diameter by 12" in height specimens as required by applicable building regulations. Three test specimens shall be made for each 10 cubic yards of concrete placed or not less than three cylinders for each day's pour. The test cylinders shall be clearly marked and the system of marking shall have definite sequence. In addition, one set of three cylinders per 30 cubic yards of concrete placed shall be taken directly from the bucket or hopper and clearly identified. The test specimens shall be carefully stored and transported so as not to damage them in any way.

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4. Records shall be kept identifying each cylinder with the locations of the concrete from which the test cylinders and the date and time and where taken. The method of making, storing and testing specimens shall be in accordance with the procedures set forth in applicable provisions of Standard Specifications of the American Society for the Testing of Materials.
5. The Inspection Agency shall provide adequate equipment for the determination of moisture content and gradation of fine and coarse aggregate. Adjustment shall be made in batch weights to compensate for variation in moisture content. The Inspector shall verify the batch weights.
6. The Inspection Agency shall provide a qualified inspector at the site to see that concrete is thoroughly mixed and properly placed. It shall be the responsibility of the Inspector to control the consistency of the mix in order that there will be no segregation due to excessive water. The Inspector shall also supervise for proper spading and vibration of the concrete.
7. The Inspection Agency shall submit reports to the Engineer. Three (3) copies of all reports shall be submitted as the tests are completed and a weekly report of the amount of the concrete poured each day shall be submitted. The reports shall also include air temperatures.
8. The laboratory shall prepare Controlled inspection concrete reports listing cylinder test results as required by the Building Code of the State of New York. These records shall be sent to the Engineer for filing. The Inspector shall immediately call to the attention of the Engineer any discrepancies found in the work.
9. The Contractor shall furnish all materials to be tested and shall cooperate and provide every assistance to facilitate and provide access to the work area for the inspection and testing. If the results of these tests and inspections indicate that the concrete does not meet the requirements as set forth on the Drawings or in these Specifications or is otherwise unsatisfactory, the Contractor shall proceed as directed by the Engineer. All additional costs resulting from re-testing, load testing, replacement of concrete and/or damage to the work of the other trades shall be borne by the Contractor.
10. If, during the progress of the work, it is found that concrete of the required workability and strength cannot be attained with the materials furnished by the Contractor, the Engineer may order such changes in proportions or materials, or both, as may be necessary to secure the desired results. Any

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changes so ordered will be at the Contractor's expense, and no extra compensation will be allowed by reason of such change.

**MEASUREMENT:**

The quantity to be paid for under this item shall be the square yards of concrete driveway apron placed based on as-installed field measure.

**PAYMENT:**

The payment for Item 500C shall be at the unit price bid which shall include all materials, labor and equipment and other miscellaneous preparations to furnish and install the subbase, wire mesh and place and finish driveway aprons.

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**ITEM 500D****STAMPED CONCRETE BORDER**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SUDEWALK AND STAIRWAY IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary and other miscellaneous preparations to furnish and install the subbase, wire mesh and place and finish stamped concrete border.

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK PARKING LOT IMPROVEMENTS"** shall furnish all the materials, equipment and labor necessary to install contract items in accordance with **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

**METHODS:**

See ITEM 500B and ITEM 500C entire.

Color to be added to mix on the truck.

Color and pattern to be selected to match brick work on Main Street and the Contractor shall perform all tests to make the selection.

**MATERIALS:**

See ITEM 500B entire.

Stamp pattern shall be a brick like pattern to be selected by the Village of Dobbs Ferry Department of Public Works.

Color to be selected to be added to the truck.

**MEASUREMENT:**

The quantity to be paid for under this item shall be the square yards of stamped concrete border placed based on as-installed field measure.

**PAYMENT:**

The payment for Item 500D shall be at the unit price bid which shall include all materials, labor and equipment and other miscellaneous preparations to furnish and install the subbase, wire mesh and place and finish stamped concrete border.

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**ITEM 500E****CONCRETE - MISCELLANEOUS**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall provide all the materials, equipment and labor necessary and other miscellaneous preparations to furnish and install the concrete miscellaneous elements such as footings and walls.

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK PARKING LOT IMPROVEMENTS"** shall furnish all the materials, equipment and labor necessary to install contract items in accordance with **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) January 1, 2016.**

**METHODS:**

Where additional concrete is needed the Contractor shall furnish and install concrete as per the direction of the Engineer of Record for the project.

**MATERIALS:**

Concrete for the construction of the wall shall be NYSDOT Class A Structural Concrete in accordance with TABLE-3 CONCRETE ADMIXTURES Design Mix guidelines.

Normal weight aggregate; aggregate gradation in accordance with TABLE 502-1 COARSE AGGREGATE GRADATION CA 2.

All admixtures shall contain no more chloride ions than are present in the municipal water supply.

All reinforcing steel shall be epoxy coated Bar Reinforcement, Grade 60 conforming to NYSDOT Section 709-01 and Section 709-04.

All welded wire mesh shall be epoxy coated welded wire fabric conforming to ASTM A884 placed on chairs.

## **PREPARATION AND PLACEMENT:**

All concrete to be furnished and installed in accordance with ACI "Building code Requirements for Structural Concrete (ACI318).

Fourteen (14) days prior to placement of concrete the Contractor shall submit a mix design for approval by the Engineer of Record.

No admixtures shall be used in the concrete except as allowed by the Engineer of Record as part of the mix design approval.

**Computer output Batch Ticket to be provided must conform to NYSDOT Standard Specifications – Delivery ticket shall record the water added at the batch plant and the remainder of the batch water to be added at the site as "final batch reserve water added" and shown on the delivery ticket.**

**Final batch water reserve can be added at the site if the slump is too low.**

**The Inspector shall monitor the addition of batch water added to achieve the desired slump.**

## **QUALITY CONTROL / QUALITY ASSURANCE – TESTING**

1. All tests shall be made in accordance with applicable provisions of the Standard Specifications of the American Society of Testing Materials. Costs of this inspection and tests will be borne by the Contractor unless otherwise stated herein. Plastic concrete, as delivered to the site, shall be sampled and tested as indicated below and in the paragraph titled "Evaluation and Acceptance of Concrete" of ACI 318. A minimum of three cylinders shall be made (cast) during each concreting cycle of the same mix for every 10 CY of concrete or less per day to verify 28-day strength, plus one cylinder to be cast and held in case of a low 28-day strength. Statistical evaluation of compressive test results shall be in accordance with ACI214. Testing should be performed for each 10 CY delivered to the site up to 50 CY; over 50 CY every third (3 rd.) truck. For concrete delivered in less than 10 CY, test each load.

Slump: In accordance with ASTM C143. Shall be monitored at least once for every 10 CY of concrete or more often if variations are observed. Slump shall be taken prior to addition of admixtures at the truck chute; all admixtures to be added at the batch plant.

Air Content: Test shall be made at the same time that specimens for compression tests are made. Tests shall be made in accordance with ASTM C173 or ASTM C231.

Calcium Nitrite: Shall be monitored by utility the Michigan Test Method, MTM 607-86 "Test Method for Quality of Calcium Nitrite Corrosion Inhibitor in Plastic Concrete", at least once for every 10 CY of concrete, or more often if variations are observed.

If the measured slump, calcium nitrate or air content falls outside the limits specified, a check test shall be made on the same batch or concrete. In the event of a second failure, the load of concrete represented shall be rejected. The replacement of concrete rejected shall be at the expense of the Contractor.

2. The **Owner** will engage the services of a 3 rd. Party Inspection Agency to provide the following services in accordance with the applicable provisions of the Building Code of New York State and of the Specification:

Preliminary tests; % Air, Slump Test, cast and cure cylinders.

Taking and testing cylinders of concrete as poured.

Field inspection of concrete and cure concrete.

Submitting reports. File all reports with the office of the Building Inspector and the Engineer of Record for the project.

**The Inspector shall have an ACI certification as a Concrete Field Testing Technician – Grade 1.**

3. The Inspection Agency shall make, transport and test standard 6" diameter by 12" in height specimens as required by applicable building regulations. Three test specimens shall be made for each 10 cubic yards of concrete placed or not less than three cylinders for each day's pour. The test cylinders shall be clearly marked and the system of marking shall have definite sequence. In addition, one set of three cylinders per 30 cubic yards of concrete placed shall be taken directly from the bucket or hopper and clearly identified. The test specimens shall be carefully stored and transported so as not to damage them in any way.
4. Records shall be kept identifying each cylinder with the locations of the concrete from which the test cylinders and the date and time and where taken. The method of making, storing and testing specimens shall be in accordance with the procedures set forth in applicable provisions of Standard Specifications of the American Society for the Testing of Materials.

500E-3

5. The Inspection Agency shall provide adequate equipment for the determination of moisture content and gradation of fine and coarse aggregate. Adjustment shall be made in batch weights to compensate for variation in moisture content. The Inspector shall verify the batch weights.
6. The Inspection Agency shall provide a qualified inspector at the site to see that concrete is thoroughly mixed and properly placed. It shall be the responsibility of the Inspector to control the consistency of the mix in order that there will be no segregation due to excessive water. The Inspector shall also supervise for proper spading and vibration of the concrete.
7. The Inspection Agency shall submit reports to the Engineer. Three (3) copies of all reports shall be submitted as the tests are completed and a weekly report of the amount of the concrete poured each day shall be submitted. The reports shall also include air temperatures.
8. The laboratory shall prepare Controlled inspection concrete reports listing cylinder test results as required by the Building Code of the State of New York. These records shall be sent to the Engineer for filing. The Inspector shall immediately call to the attention of the Engineer any discrepancies found in the work.
9. The Contractor shall furnish all materials to be tested and shall cooperate and provide every assistance to facilitate and provide access to the work area for the inspection and testing. If the results of these tests and inspections indicate that the concrete does not meet the requirements as set forth on the Drawings or in these Specifications or is otherwise unsatisfactory, the Contractor shall proceed as directed by the Engineer. All additional costs resulting from re-testing, load testing, replacement of concrete and/or damage to the work of the other trades shall be borne by the Contractor.
10. If, during the progress of the work, it is found that concrete of the required workability and strength cannot be attained with the materials furnished by the Contractor, the Engineer may order such changes in proportions or materials, or both, as may be necessary to secure the desired results. Any changes so ordered will be at the Contractor's expense, and no extra compensation will be allowed by reason of such change.

#### **MEASUREMENT:**

500E-4

The quantity to be paid for under this item shall be the cubic yards of concrete placed.

**PAYMENT:**

The payment for Item 500E shall be at the unit price bid shall include all the materials, equipment and labor necessary and other miscellaneous preparations, prepare the subbase, install reinforcing steel to furnish and install the concrete miscellaneous elements such as footings and walls.

500E-5

## **ITEM 600      STONE AND CONCRETE CURB**

### **WORK:**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary to remove and dispose of the existing concrete curb and install new stone curb to the dimensions, grades and elevations as shown on the plans or as per the direction of the of the Village of Dobbs Ferry Department of Works and the Engineer of Record for the project.

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK PARKING LOT IMPROVEMENTS"** shall furnish all the materials, equipment and labor necessary to install contract items in accordance with **NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) STANDARD SPECIFICATIONS (US CUSTOMARY UNITS) May 1, 2019.**

### **METHODS:**

Prior to the installation of the sidewalks and stamped concrete borders, measure for and submit shop drawings for review and approval by the Engineer of Record for the project.

### **MATERIALS:**

The location, approximate dimensions and materials to be placed are shown on the plans for the project entitled **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK, CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"**.

**Furnish stone curbing to match the existing stone curbing on the west side of Palisades Road.**

Concrete for the construction of the wall shall be NYSDOT Class A Structural Concrete in accordance with TABLE 501-3 CONCRETE MIXTURES.

Stone curb to be provided should meet NYSDOT standard 609-2.03 Stone and Granite Curb in accordance with NYSDOT Material Specification 714-01.

**PREPARATION AND PLACEMENT:**

The Contractor shall excavate the curb trench to the proposed line and grade. If the sub-grade is of unsuitable materials, all such materials shall be removed and replaced with select materials, as called for by the Village Engineer or the Engineer of Record, tamped, and brought up to the proper grade. The removal of the unsuitable material and the replacement of select materials shall be included under this item.

**MEASUREMENT:**

The quantity of curb to be paid for under this item shall be the actual linear feet of curb line laid by the Contractor, as measured along the center line of the curb.

**PAYMENT**

The payment for item 600 shall be at the unit price bid which shall include all materials, labor and equipment and other miscellaneous preparation and placement of stone or concrete curbing as shown on plan.

## **ITEM 700     FURNISH AND INSTALL HANDRAIL**

### **WORK:**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"**

shall furnish all the materials, labor and equipment to furnish and install handrail as show on the project plans and as specified herein.

### **METHODS:**

To be installed in accordance with fabricators specifications.

After the steeps and stairways are installed the Contractor shall measure for the installation of the railing system and submit to the Engineer of Record and the installer for the preparation of shop drawing to be reviewed and approved by the Village of Dobbs Ferry and the Engineer of Record for the project.

### **MATERIALS:**

SECURITY FENCE SYSTEMS, INC.,  
4060 Boston Road Bronx, NY 10475  
(T) 718-231-2938 (F) 718-994-6404  
or an approved equal vendor.

Horizontal rails & uprights should be 2" O.D. pipe, sch 40.

Post spacing not to exceed 6 ft.

Pickets to be 5/8" x 5/8" solid (not tubular).

5/8" decorative pickets as shown the plans be spaced accordingly.

Railing to be welded to 1/2" thick base plates and anchor-bolted to new concrete Stairway and ramps.

Railing to have powder-coat finish by RAL, color TBD by architect.

Powder Coated – color a mid-tone gray

### **MEASUREMENT:**

The quantity to be paid for under this item shall be the linear feet of handrail installed. The measurement shall include any extensions beyond the actual length of picket infill railing installed.

**PAYMENT:**

Payment to be made for this item will be the unit price bid for Item No. 700 to furnish all the materials, equipment and labor necessary to furnish and install handrail.

700-2

## **ITEM 1400**

## **RESTORATION**

### **WORK:**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall provide all the labor, material, and equipment necessary to restore the site to its original condition. All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

### **WORK NOT INCLUDED:**

Any restoration work specifically covered by a payment item, such as, replacement of pavement, replacement of existing water services, etc., shall be paid for under its own item and shall not be included as part of this item. Physical features damaged outside the limits of the work, as determined by the Village of Dobbs Ferry Department of Public Works and the Engineer of Record for the project, **shall be repaired as described in the "General Condition" paragraph entitled "Damage"**.

Restoration of utility lines of private companies or municipalities is covered under the "General Conditions" and is not included as part of this item.

### **SCOPE:**

After the new work in an area has been completed, tested and accepted, or when ordered by the Engineer, the restoration of all the man-made and natural features disturbed shall proceed. These features are of the general types outlined below but not necessarily limited to these specific items, as this specification item covers all required restoration work within these general categories:

STREET SIGNS

DRIVEWAY CURB CUTS

FRONT YARD MAN-MADE FEATURES

## UTILITY SERVICE VALVE BOXES

## STAIRWAY AND DRIVEWAY ENTRANCES TO THE HOUSES IN THE PROJECTS AREA.

## EXISTING ROOF DRAINS THE CURB LINE

All features damaged or destroyed shall be repaired or restored with features equal to or better than the original ones. The Contractor shall make all reasonable attempts to satisfy the owners. The Department of Public works shall be the judge as to the reasonableness of equivalency of repaired and restored features.

In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants) the contractor may substitute other similar items whose total value shall equal that of the destroyed one. This shall be done to the satisfaction of the owner. In such cases the Contractor shall secure a written release from the owner stating that he is accepting a substitute for the destroyed item and that he releases the Contractor and the Village from further claims for said item. The Department of Public Works shall be the judge of the value of the destroyed and the value of the restored items and the reasonableness of the substitution.

## **REGRAIDING SURFACES TO FINISHED GRADE:**

The installation of the sidewalks and stairways shall meet the existing driveways and the entrance steps to the existing residences.

## **MEASUREMENT:**

No measurement for payment under this item shall be made as this item includes all work or materials that may be required to restore the site.

## **PAYMENT:**

Payment shall be made after the successful and approved restoration of the area. Deductions shall be made for work improperly or unsatisfactorily done. The Village reserves the right to use such funds to hire other contractors to properly complete the work.

If any restoration work is covered by a separate item listed on the proposal sheet it shall be paid for under such item and shall not be included under this item.

Payment to be made for this item will be the lump sum bid for Item 1400 and shall include all restoration work as generally outlined above, whether called for on the plans or not, as required to restore the site to its original condition. The price bid shall include the cost of furnishing all labor, materials and equipment necessary to complete the work as specified herein.

1400-3

**ITEM 1500****MISCELLANEOUS ADDITIONAL WORK**

Under the Contract for which these specifications are written, the Contractor for the, **"VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT"** shall furnish all the materials, equipment and labor necessary and other miscellaneous preparations to furnish miscellaneous additional work as ordered by the Village of Dobbs Ferry Department of Public works or the Engineer of Record for the project.

**METHODS:**

This section addresses miscellaneous additional work such as the **mounting of parking meters or additional work as ordered by the Village of Dobbs Ferry Department of Public Works or the Engineer of Record for the project.**

**MATERIALS:**

**As order by the Village of Dobbs Ferry Department of Public Works or the Engineer of Record for the project.**

**PAYMENT:**

All bidders shall include an amount of \$10,000 in the total bid for this Item 1500 to be considered as contingency for additional work as ordered.

Payment to be made for this item No. 1500 shall include all the work, labor, equipment and materials to implement the miscellaneous additional work as ordered by the Engineer of Record for the project.

**ITEM 1600****ADDITIONAL WORK – BUS STOP ENCLOSURE**

Under the Contract for which these specifications are written, the Contractor for the, **“VILLAGE OF DOBBS FERRY, WESTCHESTER COUNTY, NEW YORK CEDAR STREET SIDEWALK AND STAIRWAY IMPROVEMENT”** shall furnish all the materials, equipment and labor necessary and other miscellaneous preparations to furnish additional work to install a Bus Stop Enclosure as ordered by the Village of Dobbs Ferry Department of Public works or the Engineer of Record for the project.

**METHODS:**

This section addresses miscellaneous additional work for the installation of a bus stop enclosure at the northwest corner of the intersection of Cedar Street and Palisades Street.

**MATERIALS:**

As ordered by the Village of Dobbs Ferry Department of Public Works or the Engineer of Record for the project.

**PAYMENT:**

All bidders shall include an amount of \$10,000 in the total bid for this Item 1600 to be considered as a contingency for this additional work.

Payment to be made for this item No. 1600 shall include all the work, labor, equipment and materials to implement the additional work as ordered by the Engineer of Record for the project.

# **SECTION J**

## **SCHEDULE OF DRAWINGS**

**“VILLAGE OF DOBBS FERRY  
WESTCHESTER COUNTY, NY”**

**CEDAR STREET SIDEWALK AND STAIRWAY  
IMPROVEMENT**

**SHEET 1/6 – SIDEWALK AND STAIRWAY PLAN &  
DETOUR PLAN**

**SHEET 2/6 – SIDEWALK AND STAIRWAY PROFILE**

**SHEET 3/6 – SIDEWALK AND STAIRWAY PROFILE**

**SHEET 4/6 – NOTES. SECTION AND DETAILS**

**SHEET 5/6 – SIDEWALK AND STAIRWAY PROFILE**

**SHEET 6/6 – EXISTING CONDITIONS PLAN**

