



**INC. VILLAGE OF SALTIRE  
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***BOARDWALK RECONSTRUCTION***

SALTIRE, ISLIP, NEW YORK  
FOR THE  
VILLAGE OF SALTIRE

***Boardwalk Reconstruction Phase VII***

VILLAGE OF SALTIRE  
SUFFOLK COUNTY, NEW YORK

**BID OPENING**

***11am June 6th, 2016***

Saltire Village Hall  
103 Broadway, Saltire



NOTICE TO BIDDERS  
INC. VILLAGE OF SALTAIRE

Notice is hereby given that sealed bids will be received and publicly opened and read aloud by the Village Administrator of the Village of Saltaire in his office located at the Village Hall at 103 Broadway, Saltaire, Fire Island, New York at 11:00 a.m. on June 6, 2016 for BOARDWALK RECONSTRUCTION - PHASE 7.

Bid specifications may be obtained at the Village Hall beginning May 13, 2016, or by email request to [bids@saltaire.org](mailto:bids@saltaire.org). Bids must be submitted in a sealed enveloped marked as BOARDWALK RECONSTRUCTION - PHASE 7. Bids must be received by June 6, 2016 before 11:00 a.m., at which time all bids will be publicly opened and read.

The Village reserves the right to reject and declare invalid any or all bids and to waive any informalities or irregularities in the proposals received, all in the best interest of the Village.

The Village of Saltaire welcomes and encourages minorities and women-owned businesses to participate in the bidding process.

Mario Posillico  
Village Clerk, Saltaire  
May 9, 2016

# ***Boardwalk Reconstruction Phase VII***

## INSTRUCTION TO BIDDERS

### INDEX

1. Receipt and Opening of Bids
2. Form, Preparation and Presentation of Proposal
3. Bid Security
4. Qualifications of Bidders
5. Rejection of Bids
6. Bidders Responsibility
7. Construction Terms and Conditions
8. Security for Faithful Performance
- 8A. Maintenance Bond
9. Foreign Contractors
10. Lien Law
11. Subcontractors and Suppliers
12. Penal Law
13. Refusal to Waive Immunity
14. Addenda and Interpretations
15. Liquidated Damages
16. Exemption from Sales and Use Taxes
17. Method of Award
18. Time for Completion
19. Affidavit on Completion
20. Payments
21. Labor Law
- 21A. Payroll Records/Retention by Village
22. Wage Rates
23. Insurance Required by the Village of Saltaire
24. Required Affidavits
- 25 - 36 Provisions Applicable to Projects Fund in-Part by a Federal Agency
37. ***Optional Pre-Bid Conference Call***

## 1. RECEIPT AND OPENING OF BIDS

Pursuant to Village Board Resolution, the Village of Saltaire invites bids on the forms herein provided for the project indicated in the Notice to Bidders, at the time, date and place as indicated in the Notice to Bidders.

## 2. FORM, PREPARATION AND PRESENTATION OF PROPOSAL

In submitting the bid, the bid sheets furnished are to be filled in but not detached from the contract form. In no case is the contract form to be filled in or signed by the bidder. The complete bid for this work shall be enclosed in a sealed envelope properly endorsed. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with a total or gross sum for which the bid is made. Bids that contained an omission, erasure, alteration, addition or items not called for in the itemized bid form or that contain irregularities of any kind may be subject to rejection. In case of discrepancy between the unit price and total amount bid for any item, the unit price, as expressed in words, shall govern. Any quantities listed, if any, are for estimation purposes only, and payment will be based upon the actual quantities certified by the engineer or owner's representative and according to the contract documents.

## 3. BID SECURITY

(a) The bid must be accompanied by a bid guarantee pursuant to paragraph 36 herein, as assurance that the bid is made in good faith. The certified check or bid bond of unsuccessful bidders shall be returned within 30 days after bid opening date. The certified check or bid bond of the successful bidder will be retained until filing and approval of the Performance Bond and until the completion of 10% of the work under the contract. (b) The successful bidder, upon his failure or refusal to deliver the bonds and insurances required within ten (10) days after the date of notice of acceptance of his bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security he deposited with his bid.

## 4. QUALIFICATIONS OF BIDDERS

(a) The Village reserves the right to request any additional document submission after the bid opening that in its sole discretion it sees fit to further qualify the bidder's ability to perform the work, which may include but not be limited to evidence of sufficient facilities, equipment, experience and financial ability, which may include a certified financial statement, and which, if required, shall be not more than thirty days old at the time of submission.

(b) A copy of a valid asbestos handling license or other proof of the issuance of a valid asbestos handling license deemed suitable by the New York State Commissioner of Labor shall be submitted by the bidder, with his bid, to the Village of Saltaire, if work to be performed under the resulting contract by a contractor or any of his subcontractors at any tier, involves the installation, removal, encapsulation, application or enclosure or any asbestos or asbestos material, or the disturbance of friable asbestos.

(c) The bidder must supply as part of his or her bid proposal documents all forms and certifications that are included in the Proposal Form, as well as all forms and certifications required in Exhibit E of the bid documents to be collected by the Village (also known as Sub-recipient) and to be submitted by the Bidder (and as known by all other designations) in order to be considered as a qualified bidder for this project.

(d) The bidder is advised and notified that a MANDATORY REQUIREMENT of this project is that the Bidder include as part of his work active participation by enterprises identified in the New York State Minority and Women Owned Business Enterprises Directory of Certified Firms, or as identified in equivalent directories of the Federal Government or of other States which may be accepted at the discretion of the Village, in an amount not less than fifteen (15%) of the total bid for the project for minority-owned business enterprises (“MBE”) and fifteen (15%) of the total bid for the project for women-owned business (“WBE”). The Bidder must demonstrate and certify his or her compliance with both the MBE and WBE requirements of this project by including with his or her bid submittal the proper forms for that purpose included in the Form of Proposal. The bidder is advised that the failure to submit the proper forms with his or her bid submittal certifying MBE and WBE compliance, or that the submittal of a request of a waiver of those requirements, will result in the bidder being classified as an Unqualified Bidder.

#### 5. REJECTION OF BIDS

(a) The Village of Saltaire reserves the right to reject any bid if the evidence submitted in the qualifications statement or an investigation of such bidder fails to satisfy the Village that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted. (b) The Village of Saltaire reserves the right to reject any and all bids in whole or in part, to waive any information in any or all bids, to waive any informalities in any or all bids and to accept the bid or part thereof which it deems most favorable to the Village after all bids have been examined and/or checked.

#### 6. BIDDERS RESPONSIBILITY

(a) Bidders are cautioned not to submit bids until after having inspected the site of the proposed project and having made themselves familiar with local conditions. The attention of persons intending to submit bids is specifically called to the paragraph of the Contract which debar a contractor from pleading misunderstanding or deception because of estimated or quantities, character, location or other conditions surrounding the same. Special attention is called to the notes on the plans or in the itemized form of bid which are made a part of this contract which may alter or revise the specifications for the particular contract.

(b) Bidders are cautioned not to submit bids until after fully reading and understanding all requirements of the bid as described in the bid documents and all attachments thereto, and understand that by submitting their bid they expressly attest that they fully understand all obligations and requirements under the bid, which may include specific obligations and requirements for federally funded projects, and that they are required to take all actions to meet both the Bidder’s and the Village’s obligations under the bid as part of their scope of work for the project.

(c) No representation is made as to the existence or nonexistence of groundwater which may in any way impede the work proposed to be accomplished. Each bidder shall fully inform himself as to groundwater and sub-surface conditions prior to submitting his bid.

(d) The bid shall include the complete cost of furnishing all materials, labor and equipment necessary to complete the work in accordance with the plans and specifications, including all other expenses incidental thereto.

(e) Bidders must examine the plans and specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done, and for the bid prices, must assume all risks of variance by whomsoever made in computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the contract documents.

(f) The contractor shall assume all risks and responsibility and shall complete the work in whatever material and under whatever conditions he may encounter or create, without extra cost to the Village.

(g) No pleas of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions of difficulties that may be encountered in the execution of the work under this contract as a result of failure to make the necessary examinations and investigations, will be to fulfill in every detail all of the requirements of the contract documents or will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

7. CONSTRUCTION TERMS AND CONDITIONS

The successful bidder is warned that the work specified in the Conditions of Contract, together with the Information of Bidders, Form of Bid, Plans, Specifications, Attachments, and Instruction of the Village of Saltaire or its duly authorized representative will be rigidly enforced. If there is a conflict between any of the bid documents and its attachments regarding the required amounts for any of the bonding or insurance limits, the higher stated bonding and/or insurance limits will prevail and will be required as part of contractors responsibility.

8. SECURITY FOR FAITHFUL PERFORMANCE

The successful bidder shall be required to execute a Performance Bond equal to 100% of the amount of their bid. Such bond to be executed by a surety company acceptable to the Owner. The successful bidder, upon failure to execute and deliver the bond required within ten (10) days after the date of notice of the acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his bid, and he will be liable for and he agrees to pay to the Owner on demand the difference between the price bid and the price for which such contract shall subsequently be re-let, including the cost of such reletting less the amount of such deposit. No plea of mistake in such accepted bid shall be available to the bidder for the recovery of his deposit or as a defense to any action upon accepted bid unless said mistake can be proven by documentary evidence acceptable to the Village.

8A. MAINTENANCE BOND

Maintenance bond, in the amount or not less than 100% of the total amount of the bid, in a form acceptable to the Village of Saltaire, shall be furnished to the Department of Finance upon completion of the project and shall be written so as to remain in full force and effect as a maintenance bond for a period of not less than one year after the date of final acceptance of work. Final payment shall be withheld until the above terms and conditions are met.

8B. PAYMENT BOND

Prior to the entering of the contract, where the aggregate amount of the contract is fifty thousand dollars (\$50,000) or greater, the successful bidder shall be required to execute a payment bond equal to one hundred percent (100%) of the contract amount. The bond shall be executed by a surety company authorized to transact business in New York State and in a payment bond form acceptable to the Owner. The payment bond shall guarantee payment of monies due to all persons furnishing labor or material to the contractor, or his subcontractors for the work provided under the contract. The payment bond shall be written to remain in full force and effect for a period of not less than one (1) year after the date of the final acceptance of the work, or one (1) year from the date on which final payment under claimant's subcontract becomes due.

9. FOREIGN CONTRACTORS

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

10. LIEN LAW

Attention of all persons submitting bids is specifically called to the provisions of Section 25, Subdivision 5, Section 25A and 25B of the Lien Law as amended, in relation to funds being received by a contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.

11. SUBCONTRACTORS AND SUPPLIERS

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

12. PENAL LAW

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

Construction or blasting near pipe conveying combustible gas

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

13. REFUSAL TO WAIVE IMMUNITY

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

14. ADDENDA AND INTERPRETATIONS

Every request for information or interpretation of the Contract Document or Drawings must be addressed in writing to the Engineer, and to be given any consideration, must be received at least five (5) days prior to the date fixed for the opening of bids, Any such interpretations or supplemental instructions will be in the form of written addenda, and will be mailed to all prospective bidder. The failure of any bidder to receive any such addenda will not relieve the bidder of any obligation under his bid as submitted. Any addenda so issued shall become part of the Contract Documents.

15. LIQUIDATED DAMAGES

Liquidated damages in the amount set forth in the Conditions of Contract attached hereto may be assessed for each consecutive calendar day of delay not excusable as provided in the Contract Documents.

16. EXEMPTION FROM SALES AND USE TAXES

In accordance with Chapter 513 of the laws of 1974 adopted by the New York State Legislature, amending section 1115 (a) of the tax law, specifically paragraphs 15 and 16, political subdivision, as described in subdivision (a) paragraph (L) of section 1116 of the tax laws, of the State of New York are exempt from the payment of sales and use taxes imposed on tangible personal property within the limitations specified in tax laws 1115 (a) (15) and (16). (15) Tangible personal property sold to a contractor, subcontractor or repairman for use in erecting a structure or building of an organization described in subdivision (a) of section 1116, or adding to, altering or improving real property, property or land of such an organization, as the terms real property, property and land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become an integral component part of such structure, building or real property. (16) Tangible personal property sold to a contractor or repairman for use in maintaining, servicing or repairing real property, or land of an organization described in subdivision (a) of section 1116, as the terms real property, property or land are defined in the real property tax law; provided, however, no exemption shall exist under this paragraph unless such tangible personal property is to become integral

component part of such structure, building or real property. Contractors entering into Contract with the Village of Saltaire shall be exempt from payment of sales and use tax as described above. Procedures and forms are available to the Contractor direct from the Instructions and Interpretations Unit, State of New York, Department of Taxation and Finance, State Campus, Albany, New York, 12227.

17. METHOD OF AWARD

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

18. TIME FOR COMPLETION

The Contractor agrees that no work shall commence until after receiving a fully executed contract and purchase order from the Village of Saltaire, but in no case before ***September 15th, 2016*** nor after ***October 15, 2016***. The Village of Saltaire will provide a 30 day notice to proceed. Upon receipt of same, the Contractor agrees to commence work immediately on and not later than 30 days thereafter, or as agreed to by Village

19. AFFIDAVIT ON COMPLETION

The Contractor, upon completion of the work, shall file with the Owner an affidavit to the effect that all persons who did work or furnished materials to him under these Specifications have been fully paid and satisfied, and shall file with the Owner an affidavit to the effect that no mechanics liens exist against the work, and shall file with the Owner an affidavit to the effect that the contractor has complied with prevailing wage and immigration laws of the State of New York and the United States of America. Required affidavits are shown in Paragraph 24 of this document.

20. PAYMENTS

Within ten (10) days after the first of each month, while the work is in progress, the engineer will make an approximate estimate in writing of the total amount of work done and materials incorporated in the work to the first said month, together with his written estimate of the value of said work and materials under the terms of the contract. Such estimate may be either by measurement or by estimation or partly by each method. On receipt of this estimate from the Engineer, the Owner shall pay to the Contractor ninety percent (90%) of the money or of the balance of the money due and unpaid.

Payment of Stored materials:

*In addition, the Contractor may submit a request for payment of stored materials for the decking material only, which the Owner agrees to pay at a rate of ninety percent (90%) of the invoiced value of the decking material stored. The Contractor must submit any stored material payment request in writing along with:*

- The stamped bill of lading for the stored material.*
- The invoice from the supplier for the stored material*
- The cancelled check or financing statement showing evidence of payment for the material stored and the amount requested*
- A material payment affidavit.*
- An “All Risk” insurance Certificate naming the Village of Saltaire as an Additional Insured, specifying the coverage of the material stored in an amount equal of to 100 percent of the value of the stored material*

*The stored material must be stored inside, or if stored outside, must be adequately covered against the weather. The Owner reserves the right to inspect the material prior to acceptance of the stored material request, which must be stored in the Owner’s yard or at the project site only upon approval by the Owner. The Owner reserves the right to periodically inspect the stored material upon reasonable notice to the Contractor to assure its continued possession by the Contractor. Despite any payment made by the Owner to the Contractor for stored material, the stored material remains the possession and responsibility of the Contractor, and all responsibilities to deliver and install the material pursuant to the terms of the specifications remain fully with the Contractor. The Owner shall be deemed to accept the stored materials only upon its incorporation into the work and further upon inspection and approval by the Owner or Owner’s Engineer that its incorporation meets the specifications and conditions of the Contract. The making of any stored material payment shall not be taken or construed as an acceptance by the owner, and the ten percent (10%) stored material retainage and all other monies retained for the project will be retained by the Owner as a partial guarantee along with the Insurance Certificate and Performance Bond that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damage suffered by the Owner by reason of any failure on the part of the Contractor to fulfill the conditions and obligations herein contained.*

*Upon substantial completion of the work, Contractor may request progress payments subject to the approval of the Engineer. Ten (10) percent of the amount approved will be held by the Village until final completion. It is also agreed that payment for work or material does not constitute final acceptance, but that defective work or material may be deducted from a subsequent estimate. Upon completion of the work under this Contract, the Contractor shall notify the Engineer of his completion. The Engineer will then make a final inspection and submit to the contractor a “punch list” if required. Upon final acceptance of the work by the Engineer, and after the Contractor submits the necessary papers as may be required, the Contractor shall be paid in full (100%) less any previous payments made.*

## 21. LABOR LAW

The Contractor and each and every subcontractor performing work at the site of the project to which this Contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York, and the Immigration & Nationality Act and Public Law #104-208, as amended, of the United States of America. Attention is called to certain provisions of the Labor Law, as set forth in the Conditions of Contract, Paragraph 11, which are hereby referred to and made of part hereof. All employees of public works contracts having a cost of at least \$250,000 must be certified prior to performing any work as having completed an OSHA-approved construction and health course which is at least 10 hours long according to New York State law.

### 21A. PAYROLL RECORDS/RETENTION BY VILLAGE

Every contractor and subcontractor shall submit to the Village of Saltaire Department of Finance within thirty (30) days after the issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by the New York State Labor Law 220, subscribed and affirmed as true under the penalties of perjury. Failure to submit payroll records as required by this paragraph will result in the withholding of Village payments until such time as the required payroll records are produced to the Village.

22. WAGE RATES

For non-federally funded projects, the rate of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law, which are to be paid on this project, are set forth herein. ***The bidder is encouraged to contact Matthew Meyers from the NYS Department of Labor @ 631-687-4886 for assistance in determining the appropriate labor classifications to be used for the various aspects of the work as specified in the bid document.*** The NYS Department of Labor will be the final arbiter in determining proper wage classifications that will be accepted for the work. For projects being bid where federal funds are used to finance any part of the project, Davis Bacon Wage rates will also apply, and then the contractor must use wage rates in compliance with both New York State and Federal Labor Law. In this instance, where both the New York State Industrial Commission Wage Rates and the Davis Bacon Wage Rates are applicable, the Contractor shall use the higher of the total (inclusive of all fringe benefits) New York State Industrial Commission Wage Rates or the total (inclusive of all fringe benefits) Davis Bacon Wage Rates for each applicable labor category used on the project. The project will be bid utilizing the relevant and applicable prevailing wage rates and are considered part of the bid documents. The New York State Industrial Commission prevailing wage rates and are available at the Village office or can be found at

***<https://applications.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1274659>***

23. INSURANCE REQUIRED BY THE VILLAGE OF SALTAIRE

The successful bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions of the Conditions of Contract: (1) Commercial Automobile Policy (2) Comprehensive General Liability (3) Owners and Contractors Protective Liability Insurance (4) Excess Umbrella (5) Workmen's Compensation Insurance (6) Disability Benefits Liability Insurance. If an exposure exists, the following additional insurance is required: (7) Legal Liability (8) Marine Protection & Indemnity/United States Longshoremens & Harbor Workers Compensation/Hull Coverage (9) Liquor & Legal Liability (10) Host Liquor Liability.

24. SUBMISSION OF AFFIDAVITS REQUIRED PRIOR TO CONTRACT PAYMENT

The successful bidder will be required to submit to the Owner the following affidavits prior to issuance of any progress or final payment:







**RELEASE OF ALL CLAIMS AND LIENS UPON FINAL PAYMENT**

Upon receipt by (Contractor) \_\_\_\_\_ of a check or checks from the Village of Saltaire, totaling the amount of \$ \_\_\_\_\_, payable to (Contractor) \_\_\_\_\_, and further upon the check or checks being properly endorsed and paid by the bank on which it is drawn, this document shall become effective to release the Village of Saltaire, its officers, agents and employees from all claims, liens, demands or liabilities of any kind arising under, by virtue of, or in any manner related to, Contract # \_\_\_\_\_, (Title) \_\_\_\_\_, or any modification or change thereof. This release covers the final payment to the undersigned for all labor, services, equipment, and materials furnished on the project.

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

For: Contractor

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

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_.

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

FEDERAL PROVISIONS APPLICABLE TO THIS CONTRACT:

FEMA regulations require the Village of Saltaire to include certain provisions in the Contract. The Contractor is required to include the described provisions in all Subcontracts as stated in the Contract. The bidding Contractor must review the language in the Contract and become familiar with that language.

25. CHANGES BY FEDERAL AGENCY

The Contractor acknowledges and agrees that this Contract is for Work that is being funded in whole or in part by a Federal Agency and that Federal agencies are permitted to require Contract changes.

26. REMEDIES ON CONTRACTOR'S DEFAULT

FEMA regulations require certain language as to the rights of the Village on Contractor's default. The language is stated in the Contract.

27. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS (41 CFR 60)

The Contractor is required to comply with the antidiscrimination and equal opportunity requirements of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor as set forth in 41 CFR 60.

28. COMPLIANCE WITH THE COPELAND ACT

The Contractor and all Subcontractors shall comply with the regulations and reporting requirements of the Copeland Act (18 U.S.C. 874) as supplemented by the Department of Labor regulations (29 CFR Part 3).

29. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 3)

The Contractor and all Subcontractors of the Contractor shall comply with the Contract Work Hours and Safety Standards Act \*29 CFR 5) as supplemented in Department of Labor regulations (29CFR 3) and the related regulations and reporting requirements.

30. COMPLIANCE WITH FEMA REPORTING REQUIREMENTS

The Village of Saltaire, and Contractor and all Subcontractors of Contractor acknowledge and agree that they are aware of and shall comply with all FEMA reporting requirements.

31. FEMA PATENT RIGHTS AND COPYRIGHTS REGULATIONS:

The Contractor and all Subcontractors must comply with FEMA regulations regarding patent rights and copyrights.

32. ACCESS TO DOCUMENTS

Contractor shall exercise best efforts to maintain communication with Village's personnel and shall provide access to Village, the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or

Federal government, or the duly authorized representatives of any of the foregoing, to Contractor and Subcontractor records.

33. RETENTION OF DOCUMENTS: Contractor and all Subcontractors of Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

34. COMPLIANCE WITH CLEAN AIR ACT REGULATIONS: The Contractor and all subcontractors of Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

35. ENERGY EFFICIENCY STANDARDS: Contractor and all Subcontractors of Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995).

36. BONDING REQUIREMENTS: The following minimum bonding requirements (44 CFR 13.36) shall apply, except that in the event that a greater bonding requirement should have been previously required in this Contract the prior greater requirement shall apply:

1) A bid guarantee from each bidder equivalent to ten (10%) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2) Upon award of the Contract, contractor must provide:

i. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

ii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

iii. Maintenance bond, in the amount or not less than 100% of the total amount of the bid, in a form acceptable to the Village of Saltaire, shall be furnished to the Department of Finance upon completion of the project and shall be written so as to remain in full force and effect as a maintenance bond for a period of not less than one year after the date of final acceptance of work. Final payment shall be withheld until the above terms and conditions are met.

***37. Pre-Bid Conference Call***

***Optional Pre-Bid Conference to be scheduled. All bid holders will be notified of conference call time and date.***

**PROPOSAL FORM**

Title: **Boardwalk Reconstruction Phase VII**

SALTAIRE, ISLIP, NEW YORK  
**FOR THE**  
VILLAGE OF SALTAIRE  
SUFFOLK COUNTY, NEW YORK

To All Interested Parties:

The undersigned bidder has carefully examined the Contract Documents and the site for the proposed Constructions and will provide all necessary labor, materials, equipment and incidentals as necessary and called for by the said Contract Documents in the manner prescribed therein and in said Contract, and in accordance with the requirements of the Owner or the Owner’s Engineer at the unit and/or lump sum prices contained in the bid sheet.

**ALTERNATE REQUIRED: REMOVAL OF THE REQUIREMENT OF GABION BASKETS THROUGHOUT THE PROJECT**

The Contractor will DEDUCT \$ \_\_\_\_\_ (In Numbers)

\_\_\_\_\_ (In Words)

from the Base Bid if the Village chooses to remove the requirement of the Gabion Baskets from the Scope of Work.

**ADDENDA**

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

Addendum No.

Dated

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

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

Signature of person, firm or corporation making this proposal:

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
SIGNATURE NAME AND TITLE

P.O. Address: \_\_\_\_\_

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

| <u>Name</u> | <u>Address</u> |
|-------------|----------------|
| _____       | _____          |
| _____       | _____          |
| _____       | _____          |

The Village Board reserves the right to award this Contract to the lowest qualified bidder and to reject and declare invalid any or all bids deemed not in the best interest of the Owner. In awarding this Contract, the Village is not bound by the quantities stated in the Bid Form. It is emphasized that the quantities are approximations only. No guarantee is made for any quantities stated nor is a guarantee made for the total bid or alternate total bid. Such total bid or alternate total bid are for the purpose of guidance in awarding the Contract only. Payment shall be on the basis of actual work done at the unit prices quoted.

On acceptance of this bid, the undersigned binds himself or themselves to enter into written contract with the OWNER and to process the work diligently so as to substantially complete all the work required under the contract.

In default of the performance of any of the conditions to be performed by the person or persons making this bid, the undersigned bidder agrees that the certified check or bid bond herewith deposited with the OWNER shall be paid and delivered to the OWNER as liquidated damages of such default. The certified checks or bid bonds of the remaining unsuccessful bidders will be returned within 48 hours after the execution of a Contract between the Village and the successful bidder; the certified check or bid bond of the successful bidder will be retained until the filing and approval of the performance bond and until the completion of 10% of the work under the Contract.

REFUSAL TO TESTIFY

“Pursuant to Section 103A of the General Municipal Law: The refusal of a person when called before a grand jury to testify concerning any transaction or contract had with the Owner, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contract.

- (a) shall disqualify such person and any firm, partnership or corporation of which he is a member, partner, director or officer, from thereafter selling or submitting bids or receiving awards or entering into any contract with the Owner for a period of five years after said refusal and
- (b) any contract made with the Village of Saltaire, department of agency thereof by such person and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated without penalty except that any monies due and owing for work done or goods delivered prior to such cancellation shall be paid.”

### STATEMENT OF NON-COLLUSION

As per Chapter 751 of the Laws of 1965, an amendment to the General Municipal Law sponsored by the New York State Department of Law, all bids, proposals and contracts awarded or accepted by a municipality must contain a statement of non-collusion. By submission of this bid or proposal, the bidder certifies that:

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

Resolved that \_\_\_\_\_ be (Name of Individual) authorized to sign and submit the bid or proposal of (Name of Company)\_\_\_\_\_ for this project.

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

### REQUIRED AFFIDAVITS

- (1) Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm who must sign his own name immediately there under as \_\_\_\_\_, partner.
- (2) Where a bidder is a corporation, the bid must be signed in the name of the corporation by a duly authorized officer or agent thereof having knowledge of the matters stated in the bid and such officer or agent shall also subscribe his own name, the office he holds, and the seal of the corporation must be affixed.
- (3) The bid must be sworn to by the person signing it, using one of the appropriate forms of acknowledgement which follow.
- (4) The bidders shall date the Form of Affidavit, fill in all blank spaces and complete the "Disclosure Statement" and "Questionnaire" which follow as part of bid.

(5) In case of any discrepancy in the bidder's extensions or total, the Village Engineer's computation of extensions and totals will govern.

FORM OF AFFIDAVIT WHERE BIDDER IS AN INDIVIDUAL

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF )

\_\_\_\_\_, being duly sworn, deposed and says: I am the person described in and who executed the foregoing bid and the several matters therein stated are in all respects true.

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

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
(Notary Public)

FORM OF AFFIDAVIT WHERE BIDDER IS A CORPORATION

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF )

\_\_\_\_\_, being duly sworn, deposes and says:

I am the \_\_\_\_\_ of \_\_\_\_\_, the above named corporation, whose name is subscribed to and which the executed the foregoing bid. I reside at

\_\_\_\_\_ state of \_\_\_\_\_. I have knowledge of the several matters therein stated and they are in all respects true.

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

Subscribed and sworn to before me:

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.  
(Notary Public)

**DISCLOSURE STATEMENT**

In connection with the submission of this bid for \_\_\_\_\_  
(Name of Contractor)

I, \_\_\_\_\_, the applicant herein,  
(An Officer or Agent of the corporate applicant)

namely its \_\_\_\_\_ swears or affirms under penalties of perjury that:

1. The following persons have a direct or indirect interest in this bid:

|      |         |                                |
|------|---------|--------------------------------|
| NAME | ADDRESS | DATE OF BIRTH : month/day/year |
|------|---------|--------------------------------|

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(In case of corporations, all officers of the corporation, and stockholders owning more than 5% of the corporate stock must be listed. Attach an additional sheet, if necessary.)

2. The following persons listed in (1) above are related by blood or marriage to an officer or employee of the Owner.

|      |              |                                       |
|------|--------------|---------------------------------------|
| NAME | RELATIONSHIP | NAME / POSITION OF EMPLOYEE / OFFICER |
|------|--------------|---------------------------------------|

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3. The following persons listed in (1) above are state or local officers or employees, or members of a board of commissioners or local public authorities, or other public corporation with Suffolk (exclusive of a volunteer fireman or civil defense volunteer):

|      |          |          |
|------|----------|----------|
| NAME | EMPLOYEE | POSITION |
|------|----------|----------|

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False statements made herein are punishable as a Class A misdemeanor pursuant to 210.45 of the Penal Law.

\_\_\_\_\_  
By: \_\_\_\_\_  
Legal Name of Person/Firm/Corporation

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

QUESTIONNAIRE

Name of Bidder \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Bidders will furnish the following information: List only similar type of work performed:

FOR WHOM PERFORMED                      CONTRACT AMOUNT                      DATE COMPLETED

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

1. Have you ever failed to complete any work awarded to you? \_\_\_\_\_  
If yes, state where and why \_\_\_\_\_

2. Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a contract? \_\_\_\_\_  
If yes, state name of individual, other organization and reason therefore: \_\_\_\_\_

3. Has any officer or partner of your organization ever failed to complete a contract in his own name? \_\_\_\_\_  
If yes, state name of individual and reason therefore: \_\_\_\_\_

4. In what other lines of business are you financially interested?  
\_\_\_\_\_

5. The work, if awarded to you, will have the personal supervision of whom?  
\_\_\_\_\_

6. Do you have, or can you obtain, sufficient men, equipment and materials to commence work when required by "Information for Bidders"? \_\_\_\_\_



## IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

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

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

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

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

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

**EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN**  
 Submit with Bid or Proposal – Instructions on page 2

|                                   |                                                                                                                                                                       |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Solicitation/Program Name:</b> | <b>Report includes:</b><br><input type="checkbox"/> Workforce to be utilized on this contract<br><input type="checkbox"/> Contractor/Subcontractor's total work force |
| <b>Offeror's Name:</b>            | <b>Reporting Entity:</b><br><input type="checkbox"/> Contractor<br><input type="checkbox"/> Subcontractor<br><b>Subcontractor's name</b> _____                        |
| <b>Offeror's Address:</b>         |                                                                                                                                                                       |

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

| EEO-Job Category            | Total Work force | Workforce by Gender |                  | Work force by Race/Ethnic Identification |  |               |  |                  |  |               |  | Disabled |  | Veteran |  |                         |
|-----------------------------|------------------|---------------------|------------------|------------------------------------------|--|---------------|--|------------------|--|---------------|--|----------|--|---------|--|-------------------------|
|                             |                  | Total Male (M)      | Total Female (F) | White (M) (F)                            |  | Black (M) (F) |  | Hispanic (M) (F) |  | Asian (M) (F) |  |          |  |         |  | Native American (M) (F) |
| Officials/Administrators    |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |
| Professionals               |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |
| Technicians                 |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |
| Service Maintenance Workers |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |
| Office/Clerical             |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |
| Skilled Craft Workers       |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |
| Paraprofessionals           |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |
| Protective Service Workers  |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |
| Totals                      |                  |                     |                  |                                          |  |               |  |                  |  |               |  |          |  |         |  |                         |

|                                                    |                       |                                              |
|----------------------------------------------------|-----------------------|----------------------------------------------|
| <b>PREPARED BY (Signature):</b>                    | <b>TELEPHONE NO.:</b> | <b>DATE:</b>                                 |
|                                                    | <b>EMAIL ADDRESS:</b> |                                              |
| <b>NAME AND TITLE OF PREPARER (Print or Type):</b> |                       | <b>SUBMIT COMPLETED WITH BID OR PROPOSAL</b> |



CONTRACTOR NAME

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PHASE 7 - BOARDWALK CONSTRUCTION

| <b>Payment Unit</b>                                    | <b>Estimated Quantity</b> | <b>Unit Price</b> | <b>Bid Price</b> |
|--------------------------------------------------------|---------------------------|-------------------|------------------|
| MOBILIZATION                                           | LUMP SUM                  | N/A               |                  |
| BONDS, INSURANCE, TRAFFIC CONTROL & REQUIRED REPORTING | LUMP SUM                  | N/A               |                  |
| WALK DEMOLITION                                        | LUMP SUM                  | N/A               |                  |
| WALK RECONSTRUCTION                                    | LUMP SUM                  | N/A               |                  |
| WATER/ELECTRICAL RESTORATION                           | LUMP SUM                  | N/A               |                  |
| TOTAL BID                                              |                           |                   |                  |

## ***Boardwalk Reconstruction Phase VII***

### **CONDITIONS OF CONTRACT: INDEX**

1. Contract Documents and Definitions
2. Scope of the Work
3. Compensation to be Paid to the Contractor
4. Commencement of Work
5. Time of Completion
6. Liquidated Damages for Delays
7. Extension of Time. No Waiver
8. Weather
9. Laws and Ordinances
- 9A. Payroll Records/Retention by Village
10. Qualifications for Employment
11. Non-Discrimination
12. Payment of Employees
13. Estimates and Payments
14. Acceptance of Final Payment Constitutes Release
15. Construction Reports
16. Inspection and Tests
17. Plans and Specifications: Interpretations
18. Subsurface Conditions Found Different
19. Contractor's Title to Materials
20. Superintendence by Contractor
21. Protection of Work, Persons and Property
22. Representation of Contractor
23. Patent Rights
24. Authority of the Village or Village's Engineer
25. Changes and Alterations
26. Correction of Work
27. Weather Conditions
28. The Owner's Right to Withhold Payments
29. The Owner's Right to Stop Work or Terminate Contract
30. Contractor's Right to Stop Work or Terminate Contract
31. Responsibility for Work
32. Use of Premises and Removal of Debris
33. Suits of Law
34. Power of the Contractor to Act in an Emergency
35. Provisions Required by Law Deemed Inserted
36. Subletting, Successor and Assigns
37. General Municipal Law Clause
38. Grades, Lines, Levels, and Surveys
39. Handling of Asbestos
40. Debris Removal
41. Insurance Requirements

FEMA PROVISIONS APPLICABLE TO THIS CONTRACT:

42. Changes by Federal Agency,
43. Remedies on Contractor's Default.
44. Compliance with Equal Opportunity Requirements (41 CFR 60)
45. Compliance with the Copeland Act (18 U.S.C. 874 and 29 C. F. R. Part 3).
46. Compliance with the Contract Work Hours and Safety Standards Act (29 CFR 3).
47. Compliance with FEMA Reporting Requirements.
48. FEMA Patent Rights and Copyrights Regulations.
49. Access to Documents.
50. Retention of Documents.
51. Compliance with Clean Air Act Regulations.
52. Energy Efficiency Standards.
53. Bonding Requirements.

## CONDITIONS OF CONTRACT

1. The Notice Of Bidders, Instruction To Bidders, Proposal Form, Form Of Bond, Conditions Of Contract, General Conditions, Specifications, Form Of Contract, Construction Drawings, Clarifying Specifications, New York State Prevailing Wage Rate Schedule And Determination Of Wages By Administrator Of The United States Department Of Labor If Applicable, Permits From: The United States Army Corp Of Engineers, United States Department Of The Interior's National Park Service, New York State Department Of Environmental Conservation, New York State Department Of State, if applicable, together with any addenda, if applicable, shall be part of this Contract, and the provisions thereof shall be as binding upon the parties hereto, as if they were herein fully set forth. The table of contents, titles, heading, headlines, and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provisions to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include the Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Form of Contract, Construction Drawings and Addenda. In case of any conflict or inconsistency between the provisions of the Contract and those of the Specifications, the provisions of this Contract shall govern.

Extra Work: The term "extra work", as used herein, refers to and includes all work required by the Owner, which in the judgement of the Village or Village's Engineer involves changes in or additions to work required by the Plans, Specifications and any Addenda in their present form and which is not covered by a specific unit price in the form of Bid.

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

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

Directed, Required, Approved, Acceptable: Whenever they refer to the work or its performance, "directed", "required", "permitted", shall imply the direction, requirement, permission, order, designation or prescription of the Village or Village's Engineer, and "approved", "satisfied", or "satisfactory", "in the judgement of", and words of like import, shall mean approved, or acceptable to, or satisfactory to, or in the judgement of the Village or Village's Engineer.

## 2. SCOPE OF THE WORK

The Contractor will furnish all plant, labor, materials, suppliers, equipment and other facilities and things necessary or proper for, or incidental to, the work contemplated by this Contract as required by, and in strict accordance to, the work contemplated by this Contract is required by, and in strict accordance with, the applicable Plans, Specifications and Addenda prepared by the Village or Village's Engineer and/or required by, and in strict accordance with, such changes as are ordered and approved pursuant to this Contract, and will perform all other obligations imposed on him by this Contract. QUANTITIES OF ANY OR ALL ITEMS MAY BE INCREASED, DECREASED OR ELIMINATED IN THEIR ENTIRETY AT THE OPTION OF THE VILLAGE PRIOR TO OR AFTER AWARD OF THE CONTRACT.

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

- (a) **Agreed Prices:** It is understood and agreed that the Contractor will accept as payment in full the summation of products of the actual quantities in place upon the completion of the work, as determined by the Village or Village's Engineer's measurements, by the unit prices bid, no allowance being made for anticipated profit or for reasons of variations from the estimated quantities set forth in the Form of Bid.
- (b) **Alternate Pricing:** It is understood and agreed that the Owner has the sole option to accept any or all of the alternate pricing items as summarized in the Summary Of Bid Alternates and Post Bid Alternate Pricing Offered by Contractor, attached hereto, as individual items or in any combination of items. If the Owner chooses an alternate pricing option, the Contractor will be obligated to perform the work according to the alternate specifications for each individual option as designed, specified and submitted by Village or Village's Engineer and according to the direction of Village or Village's Engineer during construction, and will accept as payment for the work the alternate pricing as summarized in the Summary Of Bid Alternates and Post Bid Alternate Pricing Offered by Contractor and detailed in the Form of Proposal, and as verified and approved by the Village or Village's Engineer. The Contractor, upon execution of the contract, must submit to the Owner a listing of deadline dates for each alternate option item by which the Owner must decide whether to accept each individual option. In no case may any required decision date be less than two weeks from the date of submittal to the Owner.
- (c) **Extra Work:** The Owner may, at any time, by a written order and without notice to the Sureties, require the performance of such extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work, as so ordered, shall be determined as follows: 1) By such applicable unit prices, if any, as set forth in the Contract; or 2) If no such unit prices are set forth, then by unit price or by a lump sum mutually agreed upon by the Owner and the Contractor; or 3) If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum; then by actual net cost in money to the Contractor of the materials, permits, wages of applied labor, premiums for Workmen's Compensation Insurance, payroll taxes required by law, rental for plant and equipment used (excluding small tools) to which total cost will be added twenty (20) percent as full compensation for all other items of profit costs and expenses, including administration, overhead, superintendence, insurance, insurance other than Workmen's Compensation Insurance, material used in temporary structures, allowances made by the Contractor to Subcontractors, additional premiums upon the performance bond of the Contractor and the use of small tools.

### 4. COMMENCEMENT OF WORK

The Contractor agrees that no work shall commence until after receiving a fully executed contract and purchase order from the Village of Saltaire, ***before 9/15/16 but no later than 10/15/16***. The Village of Saltaire will provide a 30 day notice to proceed. Upon receipt of same, the Contractor agrees to commence work immediately on and not later than 30 days thereafter, or as agreed to by Village.

### 5. TIME OF COMPLETION

After the Contractor receives a fully executed contract and purchase order from the Village of Saltaire, the completion date of all contract work shall be no later than ***dates set by paragraphs 3 & 4 Specifications*** pursuant to the specifications. The entire work must be satisfactorily completed so that the project improvements are available to the Village for use. The Owner reserves the right to order the Contractor to suspend operations when, in the opinion of the Village or Village's Engineer improper weather conditions

make such action advisable, and to order the Contractor to resume operations when weather and ground conditions permit. The days during which such suspension of work is in force are not chargeable against the specified completion time.

6. LIQUIDATED DAMAGES FOR DELAY

The time limit being essential to and of the essence of this contract, the Contractor hereby agrees that the Owner shall be, and is hereby authorized to deduct and retain out of the money which may be due or may become due to said contractor under this agreement, the sum of \$250 per day on any awarded contract in the amount of \$100,000 or less, or the sum of \$500 per day for any awarded contract in an amount greater than \$100,000 which amount is hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages, including overhead charges, services, inspector's wages may be incomplete over and beyond the time herein stipulated for its completion, provide however, that the Owner shall have the right to extend the time for the completion of said work.

7. EXTENSIONS OF TIME. NO WAIVER

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or negligence, including but not restricted to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, riots, civil commotions or freight embargoes, the period herein above specified for completion of his work shall be extended by such time as shall be fixed by the Owner. No such extension of time shall be considered a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as hereinafter provided, or relieve the Contractor from full responsibility for performance of his obligations hereunder.

8. WEATHER

During unsuitable weather, all work must stop when such work would be subject to injury and the Contractor shall transfer his men and materials to those parts of the work where weather conditions will not have any effect on the workmanship to any damages on account of such damages or suspension, and he must protect any work that might be injured by the elements and make good any work that is injured. Additional or Substitute Bond: If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the Performance Bond, or if for any other reason such bond shall cease to be adequate security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond in such form and sum and signed by such other surety as may be satisfactory to the Owner. The premiums on such bonds shall be made until the new surety shall have been qualified.

9. LAWS AND ORDINANCES

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

As a condition of the Contract, the Contractor shall and does hereby agree to comply with all requirements of the labor laws of the State of New York. The Contractor shall comply with the provisions of Sections 291-299 of the Executive Law and Civil Rights Law, shall furnish all information and reports deemed necessary by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with such sections of the Executive Law and Civil Rights Law. The contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the Contractor has not complied with these laws. The Contractor hereby expressly agrees to comply with all the provisions of the Labor Law and any and all amendments thereto, insofar as the same are applicable to this Contract. The Labor Law, as amended, provides that no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract, shall be permitted or required to work more than eight (8) hours in any one (1) calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property; that no such person shall be employed more than eight (8) hours in any day or more than five (5) days in any week except in such emergency; that the wages to be paid for a legal day's work as hereinbefore defined, to laborers, workmen or mechanics upon the work called for under this Contract or upon any material used upon, or in connection therewith, shall not be less than the prevailing rate for a day's work in the same trade or occupation in the locality within the state where such work is to be done and each laborer, workman or mechanic employed by the Contractor, subcontractor or other person about or upon the work shall be paid the wages herein provided; that employees engaged in the construction, maintenance, and repair of highways and in water works construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Law which require the payment of the prevailing rate of wages and the eight (8) hour day. Section 222 of the Labor Law, as amended by Chapters 556 and 557 of the Laws of 1933, provides that preference in employment shall be given to citizens of the State of New York who have been residents of Suffolk County for at least six (6) consecutive months immediately prior to the commencement of their employment. Each person so employed shall furnish satisfactory proof of residence in accordance with rules adopted by the Industrial Commissioner. Persons other than citizens of the State of New York shall be employed only when such citizens are not available. Section 222 further provides that upon the demand of the State Industrial Commissioner, the Contractor shall furnish a list of names and addresses of all his subcontractors and further provides that a violation of this section shall constitute a misdemeanor and shall be punishable by a fine of not less than Fifty Dollars (\$50.00) nor more than Five Hundred Dollars (\$500.00) or by imprisonment for not less than thirty nor more than ninety days, or both fine and imprisonment.

Section 220-A of the Labor Law, as amended by Chapter 472 of the Law of 1932, provides that before payment is made by or on behalf of the State of any city, county, town or village or other civil division of the State of any sums due on account of a contract for a public improvement, it is the duty of the Comptroller or the financial officer of the Municipal Corporation to require the Contractor and each and every subcontractor to file a certified statement in writing, in satisfactory form, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work of the Contractor, setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively. Section 220-B of the Labor Law, as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the amounts due or to become due to him for daily or weekly wages for labor performed on the public improvement for which the Contract was entered into, or if for any reason, it may be deemed advisable, the Comptroller of the State or financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof of the sums or sum admitted by any contractor or subcontractor in such statement or statements so filed to be due and owing by him on account of labor performed and may

withhold the amount so deducted for the benefit of the laborers for daily or weekly wages, whose wages are unpaid as shown by the verified statements filed by any contractor or subcontractor and may pay directly to any person the amount or amounts so shown to be due for such wages. Section 220-C of the Labor Law, as so amended, provides the penalty for making of a false oath or verification. Section 220-D of the Labor Law provides that the advertised specifications for every contract for the construction, reconstruction, maintenance wherein a State, County, town and/or village is a party, shall contain a provision stating the minimum rate of hourly wage that can be paid, as shall be designated by the Industrial Commissioner, to the laborers employed in the performance of the Contract either by the Contractor, subcontractor of the person doing or contracting to do the whole or part of the work contemplated by the Contract, and the Contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays, after entering into such Contract, less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and upon conviction, shall be punished for a first offense by a fine of Five Hundred Dollar (\$500.00) or by imprisonment for not more than thirty (30) days, or both by fine and imprisonment; for a second offense by a fine of One Thousand Dollars (\$1,000.00) and in addition thereto, the Contract on which the violation has occurred shall be forfeited, and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract, on which the Contractor has been convicted of second offense in violation of the provisions of this section. The minimum wage rates established by the Industrial Commissioner, State of New York, for this Contract are set forth hereinabove as part of "Information to Bidders".

9A. PAYROLL RECORDS/RETENTION BY VILLAGE

Every contractor and subcontractor shall submit to the Village of Saltaire within thirty (30) days after the issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by the New York State Labor Law 220, subscribed and affirmed as true under the penalties of perjury. Failure to submit payroll records as required by this paragraph will result in the withholding of Village payments until such time as the required payroll records are produced to the Village.

10. QUALIFICATIONS FOR EMPLOYMENT

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

11. NON-DISCRIMINATION

There shall be no discrimination because of race, creed, or color in the employment of persons for work under this Contract, whether performed by the Contractor or any subcontractor. Neither shall the Contractor and subcontractor or any person acting on behalf of the Contractor or subcontractor discriminate in any manner against or intermediate any employee hired for the performance of work under this Contract on account of race, creed, or color. There may be deducted from the amount payable to the Contractor by the Owner under this Contract a penalty of Five Dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the

provisions of this paragraph; provided that for a second or any subsequent violation of the terms of this paragraph, this Contract may be cancelled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

## 12. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this Contract in full (less deductions made mandatory by law) in cash and not less often than once each week. The Contractor and his subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workers employed by the contractor or subcontractor or by any of the trades working in or about the job site where work is being performed under this Contract or any other Contract on the job site. Any violation of this requirement by the contractor may upon certification of the Director of the Division of Purchasing be considered as proper and sufficient cause for canceling and terminating this Contract. Fringe benefit supplements to employees paid by the Contractor are to be paid to a federally qualified pension, health or welfare program and a NYS registered apprentice training program. Direct payments in cash for fringe benefit supplements will not be allowed.

## 13. ESTIMATES AND PAYMENTS

(A) MONTHLY: At the end of each calendar month during the progress of the work, the Village or Village's Engineer shall make approximate estimate of the work satisfactorily done, based upon the prices set forth in the Form of Bid. In consideration of the work done, the Village will pay or cause to be paid to the Contractor the amount estimated by the Village or Village's Engineer as due him less Ten percent (10%). The making of any such estimate or payment made thereon shall not be taken or construed as an acceptance by the Owner. The 10 percent (10%) of the amount of the monthly estimate remaining unpaid will be retained by the Owner as a guarantee that the Contractor will faithfully and completely fulfill all obligations imposed by the Contract and Specifications, and against any damages caused the Owner by reason of any failure on the part of the Contractor to fulfill all conditions and obligations herein contained.

(B) FINAL ESTIMATE: One month after the completion and acceptance of the work specified (and contracted for) the Village or Village's Engineer will make a final estimate of all the work done. Thereafter, the Owner will pay the full amount, less prior payments, less any amounts retained to complete the work according to the provisions of the Specification, less any money paid by the Owner by reasons of said Contractor having failed to carry out faithfully and completely all the obligations and requirements herein contained. Upon final settlement, according to the conditions herein specified and not until such settlement shall have been made, will the Contractor be relieved from the obligations assumed in the Contract.

(C) MEASUREMENT FOR PAYMENT: The Village or Village's Engineer shall make due measurements of work done during the progress of the work and his estimate shall be final and conclusive evidence of the amounts of work performed by the Contractor under, and by virtue of, this agreement and shall be taken as full measure of compensation to be received by the Contractor. When requested by the Contractor, the Village or Village's Engineer shall measure, remeasure or re-estimate any portion of the work, but the expense of such remeasurement or re-estimating shall, unless material error be proved, be paid for by the Contractor.

*The Contractor may request payment for stored Material pursuant to Paragraph 20 in the Instructions to Bidders*

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

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

15. CONSTRUCTION REPORTS

The Contractor shall submit to the Village or Village's Engineer prior to commencing any work under this Contract, a detailed schedule and plan of operations indicating the manner in which the Contractor proposed to prosecute the work and a time schedule therefore. Such schedules are not intended to bind the Contractor to a predetermined plan or procedure, but rather to enable the Village or Village's Engineer to coordinate the work of the Contractor with work required of, and to be performed by others. The detailed schedule shall include a list of the subcontractors and material suppliers he proposes to use on the work. The Contractor shall furnish the Village or Village's Engineer with periodical estimates for partial payments as required elsewhere in the Contract Documents, and in addition thereto will furnish the Village or Village's Engineer with a detailed estimate for final payment. Prior to being eligible to receive the final payment under this Contract, the Contractor shall furnish the Village or Village's Engineer with substantial proof that all bills for services rendered and materials supplied have been paid.

The enumeration of the above reports in no way relieves the Contractor of his responsibility under existing Federal or State Laws of filing such existing laws or regulations.

16. INSPECTION AND TESTS

All material and workmanship shall be subject to inspection, examination and test by the Village or Village's Engineer at any time during the construction and at any and all places where manufacturing of materials used and/or construction is carried on. Without additional charge, Contractor shall furnish promptly all reasonable facilities, labor and materials necessary to make any tests required by the Village or Village's Engineer and/or required by the Specifications. If at any time before final acceptance of the entire work, the Village or Village's Engineer considers necessary or advisable an examination of any portion of the work already completed, by removing or tearing out the same, the Contractor shall upon request, furnish promptly all necessary facilities, labor and materials for such examination. If such work is found to be defective in any material respect, due to the fault of the Contractor or any subcontractor, or if any work shall be covered over without the approval or consent of the Village or Village's Engineer, whether or not the same shall be defective, the Contractor should be liable for the expense for such examination and of satisfactory reconstruction. If, however, such approval and consent shall have been given and such work is found to meet the requirements of this Contract, the Contractor shall be recompensed for the expense of such examination and reconstruction in the manner herein provided for the payment of cost of extra work. The selection of laboratories and/or agencies for the inspection and

tests of supplies, materials or equipment shall be subject to the approval of or designated by the Owner. Satisfactory documentary evidence that the material has passed the required inspection and tests must be furnished to the Village or Village's Engineer prior to the incorporation of the material in the work. Any rejected work will be removed from the site of the project completely at the expense of the Contractor.

17. PLANS AND SPECIFICATIONS: INTERPRETATIONS

The Contractor shall keep at the site of the work one copy of the Plans and Specifications signed and identified by the Village or Village's Engineer. Anything shown on the Plans and not mentioned in the Specifications or mentioned in the Specifications and not shown in the Plan shall have the same effect as if shown or mentioned in both. In case of any conflict or inconsistency between the Plans and Specifications, the Specifications shall govern. Any discrepancy between the figures and drawings shall be submitted to the Village or Village's Engineer whose decision thereon shall be conclusive

18. SUBSURFACE CONDITIONS FOUND DIFFERENT

Should the Contractor encounter subsurface conditions at the site materially differing from those shown on the Plans or indicated in the Specifications, he shall immediately give notice to the Village or Village's Engineer of Such conditions, before they are disturbed; the Village or Village's Engineer shall thereupon promptly investigate the conditions and if he finds that they materially differ from those shown on the Plans or indicated on the Specifications, he shall at once make such changes in the Plans and/or Specifications as he may find necessary. Any increase or decrease of cost resulting from such changes will be adjusted in the manner provided herein for adjustment as to extra and/or additional work and changes.

19. CONTRACTOR'S TITLE TO MATERIALS

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

20. SUPERINTENDENCE BY CONTRACTOR

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

21. PROTECTION OF WORK, PERSONS AND PROPERTY

Precaution shall be exercised at all times for the proper protection of all persons, property and work. The Contractor shall give notice to the owners for utilities which may serve the area and request their assistance in predetermining the location and depth of various pipes, conduits, manholes, and other underground facilities. The safety provisions of applicable laws, building and construction codes, shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law. The Contractor shall furnish entirely at his own expense any and all additional safety measures deemed necessary by the Owner of his Village or Village's Engineer to adequately safeguard the traveling public. The Contractor shall, at all hours of the day, safely guard and protect his own work and adjacent property from any damage and shall replace or make good any such damage, loss or injury, unless such be caused directly by errors contained in the Contract Documents, or by the Owner or its duly authorized representatives. The Contractor shall provide and maintain such watchmen, barriers, lights, flares and other signals at his own expense, as will effectively prevent any accident in consequence of his work for which the Owner might be liable. The Contractor shall be liable for all injuries or damage caused by his employees. The Contractor shall take particular care to avoid the blocking of fire hydrants, fire alarm boxes, letter boxes, traffic signals or other visible devices maintained for the use of the public.

22. REPRESENTATIONS OF CONTRACTOR

(a) That he is financially solvent and that he is experienced in, and competent to, perform the type of work involved under this Contract and able to furnish the plant, materials, supplies and/or equipment to be furnished for the work; and (b) That he is familiar with all Federal, State and Municipal Law, ordinances and regulations which may in any way affect the work of those employed hereunder, including but not limited to any special acts relating to the work; and (c) That such work required by these Contract Documents as is to be done by him can be satisfactorily constructed and used for the purpose for which is intended and that such construction will not injure any person or damage any property; and (d) That he has carefully examined the Plans, Specifications and the site of the work, and that from his own investigations he has satisfied himself as to the nature and location of the work, the character, location, quality and quantity of surface and subsurface materials, structures and utilities likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general local conditions which may in any way affect the work or its performance.

23. PATENT RIGHTS

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

24. AUTHORITY OF THE VILLAGE OR VILLAGE'S ENGINEER

In the performance of the work, the Contractor shall abide by all orders and directions and requirements of the Village or Village's Engineer, at such time and places, by such methods, and in such manner and

sequence as he may require. The Village or Village's Engineer shall determine the amount, quality, accept-ability, and fitness of all parts of the work, shall interpret the Plans, Specifications, Contract Documents and any extra work orders and shall decide all other questions in connection with the work, upon request, the Village or Village's Engineer shall confirm in writing any oral orders, directions, requirements or determinations. The enumeration herein or elsewhere in the Contract Documents or particular instance in which the opinion, judgement, discretion or determination of the Village or Village's Engineer shall control or in which work shall be performed to his satisfaction or subject to his approval or inspection, shall not imply that only matters similar to those enumerated shall be so governed and performed, but without exception all the work shall be governed and so performed.

25. CHANGES AND ALTERATIONS

The Village or Village's Engineer reserves the right to make alterations in location, line, grade, plan, form or dimension of the work, or any part thereof, either before or after the commencement of construction. If such alterations diminish the amount of work to be done, no claim for damages or anticipated profits will be warranted on the work which may be dispensed with. If such alterations increase the amount of work, such increase shall be paid for according to the quantity of work actually done and at the prices for such work as contained in the schedule of prices.

26. CORRECTION OF WORK

All work and all materials whether incorporated into the work or not, all processes of manufacture and all methods of construction shall be at all times and places subject to inspection of the Village or Village's Engineer who shall be the final judge of quality, materials, processes of manufacture and methods of construction suitable for the purpose for which they are used. Should they fail to meet his approval, they shall be forthwith reconstructed, made good and replaced and/or corrected as the case may be, by the Contractor, at his own expense. If, in the opinion of the Village or Village's Engineer, it is not desirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgement or the Village or Village's Engineer shall be equitable. The Contractor expressly warrants that his work shall be free from any defects in materials or workmanship and agrees to correct any defects which may appear within one year following the final completion of the work. Neither the acceptance of the completed work nor payment therefore shall operate to release the Contractor or his sureties from any obligations under or upon this Contract or the Performance Bond.

27. WEATHER CONDITIONS

In the event of temporary suspension of work or during inclement weather or whenever the Village or Village's 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 Village or Village's Engineer any work or material shall have been damaged or injured by reason or failure on the part of the Contractor or any of his subcontractors to protect his or their work, such work and materials shall be removed and replaced at the expense of the Contractor.

28. THE OWNER'S RIGHT TO WITHHOLD PAYMENTS

The Owner may withhold from the Contractor so much of any approved payments due him as may, in the judgement of the Owner, be necessary: (a) To assure the payment of just claims then due and unpaid of any persons supplying labor or materials or the work; (b) To protect the Owner from loss due to defective work not remedied; or (c) To protect the Owner from loss due to injury to persons or damage to the work or property of other contractors or subcontractors of other, caused by the act or neglect of the Contractor or any of his subcontractors. The Owner shall have the right as agent for the Contractor to apply such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such applications of such money shall be deemed payment for the account of the Contractor.

29. THE OWNER'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If,

(a) The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or (b) A receiver or liquidator shall be appointed for the Contractor for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days; or (c) The Contractor shall refuse or fail, after notice or warning from the Village or Village's Engineer, to supply enough properly skilled workmen or proper materials; or (d) the Contractor shall refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period; or (e) The Contractor shall fail to make prompt payments to persons supplying labor or materials for the work; or (f) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Village or Village's Engineer or otherwise be guilty of a substantial violation of any provisions of this Contract; then and in any such event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days' notice to the Contractor, terminate the employment of the Contractor and his rights to proceed either as to the entire work or (at the option of the Owner) as to any portion thereof as to which delay shall have occurred, and may take possession of the work and complete the work by contract or otherwise, as the Owner may deem expedient. In such case, the Contractor will not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work, such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary thereof. If the Owner does not so terminate the right of the Contractor to proceed, the Contractor shall continue to work.

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

If the work shall be stopped by order of the Court of any other public authority for a period of three (3) months without act or fault of the Contractor or any of his agents, servants, employees or subcontractors, the Contractor may, upon ten (10) day's notice to the Owner, discontinue his performance of the work and/or terminate the Contract. In which event, in the paragraph immediately preceding (Paragraph 31),

the Contractor shall not be obligated to pay to the Owner any excess of the expense of completing the work over the unpaid balance of compensation to be paid the Contractor hereunder.

31. RESPONSIBILITY FOR WORK

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

32. USE OF PREMISES AND REMOVAL OF DEBRIS

The Contractor expressly undertakes at his own expense: (a) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any of his subcontractor; (b) To frequently clean up all refuse, rubbish, scrap materials and debris caused by the operations to the end that at all times, the site of the work shall present a neat, orderly and workmanlike appearance; (c) Before final payment hereunder to remove all surplus material, temporary structures, plants of any description and debris of every nature resulting from his operations.

33. SUITS OF LAW

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

34. POWER OF THE CONTRACTOR TO ACT IN AN EMERGENCY

In case of an emergency, which threatens loss or injury to property and/or safety of life, the Contractor will be permitted to act as he sees fit without previous instructions from the Village or Village's Engineer. He shall notify the Village or Village's Engineer thereof immediately and any compensation claimed by the Contractor due to extra work made necessary because of his acts in such emergency shall be submitted to the Village or Village's Engineer for approval. Where the Contractor has not taken action but has notified the Village or Village's Engineer of an emergency indicating injury to persons or damage to adjoining property or to the work being accomplished under this Contract, then upon authorization from the Village or Village's Engineer to prevent such threatened injury or damage, he shall act as instructed by the Village or Village's Engineer. The amount of reimbursement claimed by the Contractor on account of any such action shall be determined in the manner provided herein for the payment of extra Work.

35. PROVISION REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this Contract, shall be deemed to be inserted herein and 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.

36. SUBLETTING, SUCCESSOR AND ASSIGNS

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

37. GENERAL MUNICIPAL LAW CLAUSE

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

38. GRADES, LINES, LEVELS, AND SURVEYS

The Village or Village's Engineer shall furnish the Contractor with the basic horizontal and vertical controls from which the Contractor shall transfer and stake his lines and grades and for their accuracy. The Village or Village's Engineer will establish the basic horizontal and vertical controls at the start of the work and it shall be the responsibility of the Contractor to safeguard such controls and if in the opinion of the Village or Village's Engineer these controls are damaged or destroyed either in whole or in part, the Contractor shall pay the cost of having the damaged controls verified, checked, corrected or replaced.

39. HANDLING OF ASBESTOS

If any part of the work to be performed under this Contract or any amendment thereto required the Contractor to submit a valid asbestos handling license or other proof of the issuance of a valid asbestos handling license deemed suitable by the NYS Commissioner of Labor, prior to the award or amendment

to this Contract. (a) The Contractor certifies that no person or supervising personnel employed by the Contractor or any of his subcontractors at any tier shall engage in work requiring an asbestos handling license, unless each person and/or supervisor has a valid asbestos handling certificate. (b) The Contractor shall notify the Village of Saltaire of any expiration, revocation or non-renewal of any asbestos handling license required under this Contract. (c) This Contract may be terminated for default if the Contractor Violates this clause, or any law, rule or regulation of the United States or the State of New York as amended pertaining to the handling of asbestos.

If any part of the work to be performed under any amendment to this Contract involves the installation, removal, encapsulation, application or enclosure of any asbestos or asbestos material, or the disturbance of friable asbestos, a copy of a valid asbestos handling license deemed suitable by the New York State Commissioner of Labor shall, if not previously submitted under this Contract, as amended, be submitted by the Contractor to the Village of Saltaire prior to the amendment to this Contract.

#### 40. DEBRIS REMOVAL

If any part of the work to be performed under this Contract, or any amendment thereto, requires removal of debris out of the Village of Saltaire, the contractor must dispose of the material in a facility fully licensed and permitted pursuant to all relevant local, state and federal regulations to accept such material, and shall submit to the Village upon request all manifests and disposal tickets for all debris removed from the Village as part of the work.

#### 41. INSURANCE REQUIREMENTS AND PROOF OF CARRIAGE INSURANCE

The Contractor shall not commence work until the Village has approved all the insurance required under this Contract as detailed below. Additionally, the Contractor shall indemnify and save harmless the Village of Saltaire from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgements of every kind of nature, brought or recovered against the Village of Saltaire by reason of an act or omission of the Contractor, his agent or employees in the performance of the Contract. The Contractor shall not permit any subcontractor to commence any work under this Contract until satisfactory proof of carriage of the required insurance has been posted with and approved by the Village. Subs and Sub-Subs of the Contractor must have insurance limits equal and/or greater than those of the Contractor.

The Contractor shall furnish the Village of Saltaire, with certificates of each insurance company, insuring the contractor or any subcontractor permitted under this Contract.

All certificates and the insurance policies shall bear the policy numbers, the expiration date of the policy, and the limits of liability thereunder. Both the certificates and the policies shall be endorsed to provide the Village of Saltaire, with any notice of cancellation at least 20 days prior to the actual date of such cancellation. **FAILURE TO MAINTAIN INSURANCE DURING THE TERM OF THE CONTRACT, SHALL BE GROUNDS FOR TERMINATION FOR DEFAULT.**

Said certificates and policies shall name the Village of Saltaire, its officers and employees as additional insureds, except for the owners and contractors protective liability policy, which shall name the Village of Saltaire as the sole insured. **THE VILLAGE MUST BE NAMED AS ADDITIONAL INSURED ON THE POLICIES AND CERTIFICATES OF INSURANCE AS FOLLOWS: VILLAGE OF SALTAIRE, TRUSTEES OF THE VILLAGE OF SALTAIRE, MEMBERS OF OTHER GOVERNING BODIES AND EMPLOYERS OF THE VILLAGE OF SALTAIRE, WHILE ACTING IN THE SCOPE OF THEIR DUTIES AS SUCH INCLUDING NON-RENUMERATED VOLUNTEERS WHILE PERFORMING SERVICES FOR THE VILLAGE.** The State of New York and the Housing Trust Fund Corporation (HTFC) must be named additionally insured.

1. COMMERCIAL AUTOMOBILE POLICY – Commercial automobile coverage shall be required by the Village of Saltaire with limits or not less than \$1,000,000 coverage for bodily injury and property damage. The policy and certificate shall provide coverage for “any auto”, “hired auto” and “non owned auto” with symbols 1,8 & 9 reflected on the certificate of insurance.
2. COMMERCIAL GENERAL LIABILITY – Comprehensive general liability shall be required by the Village of Saltaire with limits of no less than \$2,000,000 general aggregate (for both bodily injury and property damage), \$1,000,000 per occurrence. Coverage shall be issued on a per location or per project basis. In addition, said policy is to provide coverage for (a) premises operations (b) completed operations/products liability, (c) explosion, collapse and underground (when required for work to be performed underground), (d) independent contractors, (e) broad form property damage, (f) contractual liability, (g) personal injury liability. The following endorsements shall be provided as part of the forgoing coverage: (i) cross suit exclusion endorsement must be eliminated on primary and excess liability policies; (ii) CG2010 must be endorsed to delete “ongoing” so as to provide additional insured completed operations coverage for a period of not less than 2 years after the completion date of the work performed and (iii) wording on additional insured endorsement shall state that “**no valid and collectible insurance and/or self insurance of the additional insured should be considered anything other than excess of the named insured, its contractors, subcontractors or sub-subcontractors**”.
3. OWNERS & CONTRACTORS PROTECTIVE LIABILITY – An OCP policy shall be required by the Village of Saltaire in limits of \$1,000,000 combined single limit, each occurrence, \$2,000,000 general aggregate. Coverage shall be issued on a per location and per project basis. This insurance must fully cover the legal liability of the Village of Saltaire as Owner. The named insured shall be **THE VILLAGE OF SALTIRE AND BOARD OF TRUSTEES, EMPLOYEES ET AL AS REQUIRED BY CONTRACT AND AS THEIR INTERESTS MAY APPEAR WHILE ACTING IN THE SCOPE OF THEIR DUTIES AS SUCH INCLUDING NON-REMUNERATED VOLUNTEERS PERFORMING SERVICES FOR THE VILLAGE. THE CONTRACTOR SHALL FURNISH THE VILLAGE OF SALTIRE WITH ORIGINAL INSURANCE POLICY WHICH WILL SUBSEQUENTLY BE FILED WITH \_\_\_\_\_**. Said policy must specifically provide that the premiums are to be paid by the Contractor.
4. EXCESS (UMBRELLA) INSURANCE Excess (Umbrella) Insurance shall be required by the Village of Saltaire with limits of no less than **\$9,000,000.00** general aggregate (for both bodily injury and property damage). Coverage shall be issued on a per policy basis. In addition, said policy is to provide coverage for (a) premises operations (b) completed operations/products liability, (c) explosion, collapse and underground (when required for work to be performed underground), (d) independent contractors, (e) broad form property damage, (f) contractual liability, (g) personal injury liability.
5. WORKERS COMPENSATION INSURANCE – Proof of workers compensation insurance on form C-105.2 must be submitted to the Village of Saltaire as required under New York Law. The contractor shall take out and maintain during the life of this contract, workers compensation for all his employees employed at the site of the project, and in case of any of the work being sublet the contractor shall require the subcontractor similarly to provide workers compensation insurance for

all of the latter's employees, unless such employees are covered by the protection afforded by the contractor.

6. DISABILITY BENEFITS LIABILITY INSURANCE – Proof of disability benefits liability insurance must be submitted to the Village of Saltaire as required by New York Law.
7. LEGAL LIABILITY – If there is a lessee/lessor relationship with the Village then legal liability coverage must be obtained for the value of the property being leased.
8. MARINE PROTECTION AND INDEMNITY/UNITED STATES LONGSHOREMENS & HARBOR WORKERS COMPENSATION/HULL COVERAGE, IF APPLICABLE – Proof of marine protection and indemnity insurance coverage with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and an aggregate limit of \$2,000,000. Workers compensation coverage as per United States Longshoremens and Harbor Workers Compensation Act. Proof of hull coverage with a waiver of subrogation against the Village of Saltaire.
9. LIQUOR AND LEGAL LIABILITY – Proof of liquor legal liability coverage with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and an aggregate of \$2,000,000.
10. HOST LIQUOR LIABILITY – Proof of host liquor liability coverage with a combined single limit for bodily injury and property damage of \$1,000,000 per occurrence and an aggregate of \$2,000,000.

Additionally, the Contractor shall defend, indemnify and save harmless the Village of Saltaire from and against all losses, and all claims, demands, payments, suits, actions, recoveries, judgements, costs and expenses including without limitation attorney's fees, in connection therewith, of every nature, including but not limited to claims for bodily injury, or death, by any third party and by or on behalf of the contractors, agents, servants or employees, arising out of or in connection with the work which is the subject of this contract, and caused, in whole or in part, by the contractor, its agents, servants or employees. It is the intention of the Village of Saltaire and the contractor to reallocate the risk of loss as between the Village of Saltaire and the Contractor, for liability to third parties, in connection with the work which is the subject of this contract, through the contractor's purchase of insurance to protect the Village of Saltaire.

FEMA PROVISIONS APPLICABLE TO THIS CONTRACT:

42. CHANGES BY FEDERAL AGENCY: The Contractor acknowledges and agrees that this Contract is for Work that is being funded in whole or in part by a Federal Agency and that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Federal Procurement Policy and that the language of this paragraph shall appear in any subcontract issued by the Contractor.

43. REMEDIES ON CONTRACTOR'S DEFAULT:

A. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the Contract, and if such default remains uncured for a period of 30 days after notice of default has been given by the Village to the Contractor, then the Village may take any one or more of the following actions, at its sole option:

1) by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Village hereunder, or obtain damages caused to the Village by any such default;

2) have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;

3) make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under the Contract;

4) terminate the Contract by delivering to Contractor a written notice of termination; and/or

5) take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

B. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the Village to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that

the Village prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by the Village.

C. Termination for Cause and for Convenience

The Village may choose to terminate this Agreement at any time by delivering to Contractor 30 days' advance written notice of intent to terminate.

44. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS (41 CFR 60)

A. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 45. COMPLIANCE WITH THE COPELAND ACT

The Contractor and all Subcontractors shall comply with the regulations and reporting requirements of the Copeland Act (18 U.S.C. 874) as supplemented by the Department of Labor regulations (29 CFR Part 3). All Subcontracts of Contractor shall contain this requirement.

#### 46. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 3)

A. The Contractor and all Subcontractors of the Contractor shall comply with the Contract Work Hours and Safety Standards Act \*29 CFR 5) as supplemented in Department of Labor regulations (29CFR 3) and the related regulations and reporting requirements.

B. (1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ( 29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

ii. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

C. All Subcontracts of Contractor shall contain the language contained in B. above.

47. COMPLIANCE WITH FEMA REPORTING REQUIREMENTS: The Village of Saltaire, and Contractor and all Subcontractors of Contractor acknowledge and agree that they are aware of and shall comply with all FEMA reporting requirements.

48. FEMA PATENT RIGHTS AND COPYRIGHTS REGULATIONS: With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

49. ACCESS TO DOCUMENTS: Contractor shall exercise best efforts to maintain communication with Village's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Village, the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for the Applicant's use of such documents on other projects. This language shall appear in all subcontracts of Contractor.

50. RETENTION OF DOCUMENTS: Contractor and all Subcontractors of Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

51. COMPLIANCE WITH CLEAN AIR ACT REGULATIONS: The Contractor and all subcontractors of Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

52. ENERGY EFFICIENCY STANDARDS: Contractor and all Subcontractors of Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995).

53. BONDING REQUIREMENTS: The following minimum bonding requirements (44 CFR 13.36) shall apply, except that in the event that a greater bonding requirement should have been previously required in this Contract the prior greater requirement shall apply:

1) A bid guarantee from each bidder equivalent to ten (10%) percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

2) Upon award of the Contract, contractor must provide:

i. A performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

ii. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

iii. Maintenance bond, in the amount or not less than 100% of the total amount of the bid, in a form acceptable to the Village of Saltaire, shall be furnished to the Department of Finance upon completion of the project and shall be written so as to remain in full force and effect as a maintenance bond for a period of not less than one year after the date of final acceptance of work. Final payment shall be withheld until the above terms and conditions are met.

## GENERAL CONDITIONS

### *Boardwalk Reconstruction Phase VII*

#### INDEX

1. Definitions of Terms
2. Standards of Workmanship
3. Samples
4. Manufactured Materials
5. Laboratory
6. Shop Drawings
7. Permits
8. Plans and Specifications
9. Cutting, Patching and Digging
10. Errors, Omissions and Discrepancies
11. Temporary Toilet
12. Proper Method of Work and Proper Materials
13. Inspection
14. Waiver
15. Water and Electric Power
16. Machinery and Equipment
17. Maintenance
18. Schedule of Operations
19. Right to Use Work
20. Notice of Warning
21. Warning Signs
22. Accident Prevention
23. Damages
24. Maintenance of Traffic
25. Final Site Cleaning
26. Protection of Land Markers, Trees, Shrubs, and Property
27. Protection of Utilities
28. No Damages for Delay

#### FEMA PROVISIONS APPLICABLE TO THIS CONTRACT:

29. Changes by Federal Agency,
30. Remedies on Contractor's Default.
31. Compliance with Equal Opportunity Requirements (41 CFR 60)
32. Compliance with the Copeland Act (18 U.S.C. 874 and 29 C. F. R. Part 3).
33. Compliance with the Contract Work Hours and Safety Standards Act (29 CFR 3).
34. Compliance with FEMA Reporting Requirements.
35. FEMA Patent Rights and Copyrights Regulations.
36. Access to Documents.
37. Retention of Documents.
38. Compliance with Clean Air Act Regulations.

- 39. Energy Efficiency Standards.
- 40. Bonding Requirements.

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

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

OWNER: Shall mean Village Board, Village of Saltaire

ENGINEER: Consulting Engineers engaged by the Owner and duly authorized to represent the Owner in the execution of work covered by the consultants and assistants engaged by the Engineer to the extent of the particular duties entrusted to them.

CONTRACT: Collectively, the Contract executed by the Owner and the Contractor, Notice to Bidders, Instructions to Bidders, Proposal Form, Form of Bond, Conditions of Contract, General Conditions, Specifications, Construction Drawings, Addenda, Performance Bonds, and all supplemental agreements made or to be made.

CONTRACTOR: The party of the second part hereto, whether corporation, firm or individual, or any combination thereof, and successor, personal representatives, executors, administrators and assigns, and any person, firm or corporation who or which shall at any time be substituted in place of the second part under this Contract.

INSPECTOR: An authorized representative of the Owner or his Engineer assigned to make any and all necessary inspections of the work performed and the materials furnished by the Contract.

MATERIALS: Any approved materials acceptable to the Engineer and conforming to the requirements of these Specifications.

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

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

3. SAMPLES: The Contractor shall furnish for approval, all samples as directed. The work shall be in accordance with approved samples.

Samples shall be submitted in ample time so as to prevent delay in fabrication or ordering of materials, allowing for a reasonable time for the Engineer to consider the samples submitted and, if necessary, to permit a resubmission of samples to the Engineer until approval is given.

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

4. MANUFACTURED MATERIALS: Where several materials are specified by name, the Engineer shall have the right, before execution of the Contract, to require any and all bidders to state the materials upon which they based their bid. Where any materials are specified by name or trade name, or by catalog number of a company or companies, the Contractor shall furnish the article mentioned unless approval of the Engineer is obtained in writing for a substitution. Should Contractor desire to substitute another material for one or more specified by name, he shall apply in writing for such permission and state credit or extra involved. He shall also provide supporting data and samples for Engineer's consideration. Unless particularly specified otherwise, all manufactured articles, materials and equipment shall be applied, assembled, installed, connected, erected, used, cleaned and conditioned as directed by the manufacture and including the necessary preparation to properly install the work. Where reference is made to manufacturer's directions, the Contractor shall submit such directions to the Engineer as required. The materials used in construction shall be disposed as not to endanger the work, and so that full access may at all times be has to partly completed work and structures and they shall be so disposed as to cause no injury to those having access to the work or any of the units. All labor shall be performed in the best and most workmanlike manner by mechanics skilled in their respective trades. Standards of work required throughout shall be of such grades as will bring results of first class only. The type of labor employed by the Contractor shall be such as will insure; the uninterrupted continuity of the entire work, without conflict of any kind.

5. LABORATORY: Laboratories shall be designated by the Engineer for testing the material to be used under the Contract. Where tests are made by other than the designated laboratories, two certified copies showing correctly the chemical analysis and physical tests shall be furnished to the Engineer.

6. SHOP DRAWINGS: The Contractor shall submit to the Engineer, four (4) copies of all shop drawings and schedules and no work shall be fabricated until his approval has been given. All shop drawing submitted to the Engineer must bear the Contractor's stamp of approval evidencing that the drawings have been checked. The Contractor will make any corrections in the drawings required by the Engineer and will file with the Engineer four corrected copies. Approval by the Engineer of such drawings or schedules shall not relieve the Contractor from responsibility for (a) errors of any sort in shop or setting drawings or schedules; or (b) deviations from Plans and Specifications unless the Contractor, at the time of submission of said drawings and schedules, has given notice to the Engineer of any such deviations.

7. PERMITS

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

7.2 SUFFOLK COUNTY: All permits required for opening County roads and making connects with County drains will be obtained by the Owner. A copy of the permit which must be kept on the job at all times will be supplied to the Contractor. The Contractor will not be permitted to open any County drain until he has been supplied with this permit.

7.3 STATE OF NEW YORK: The Contractor shall obtain all necessary New York State highway permits whenever the Contract requires any work to be done within or upon existing State highway right-of-ways. These permits shall be obtained from the District Office in Hauppauge prior to the performance of the work. Upon application for the permit, the Contractor will be required to supply the following: (1) Three (3) copies of a sketch or print showing description and location of the proposed work. These prints will be supplied to the Contractor by the Engineer. (2) Contingent liability insurance for the State (in addition to his own liability insurance) shall be furnished in amounts and manner as required by the State of New York. The contingent protective liability and completed operations liability insurance policy to cover: "The people of the State of New York and/or the Superintendent of Public Works covering liability arising with respect to all operations through highway permits by permittee or by anyone acting by, through or for the permittee, including omissions and supervisory acts of the State", in the amount of personal injury (including death) and property damage as required.

8. PLANS AND SPECIFICATIONS: The Contractor will be furnished with five sets of Plans and Specifications giving all the details and dimensions necessary for carrying out the work. One copy of Plans and Specifications furnished to the Contractor must be kept constantly on the site. Anything shown on the Plans and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Plans and all the work and materials necessary for the completion of the work according to the intent and meaning of the Contract shall be furnished, performed and done as if the same were both mentioned in the Specifications and shown on the Drawings. Any conflict or inconsistency between the Plans and Specifications or any discrepancy between the figures and scale of Drawings shall be submitted by the Contractor to the Engineer, whose decision thereon shall be conclusive. In the event the meaning of any portion of the Specifications or Drawings or any supplementary drawings or instructions of the Engineer is doubtful, the same shall be understood to call for the best type of construction, both as to materials and workmanship, which reasonably can be interpreted. All materials and workmanship must be strictly in accordance with the Specifications. The plans show approximate size, arrangement and location of the proposed work. The Engineer will give base lines, grades, shapes and dimensions and the Contractor shall construct the work exactly in accordance with such instructions of the Engineer subject, however, to change as provided for under the headings "Changes and Alterations" and "Compensation to be Paid to the Contractor". Additional copies of Plans and Specifications, when requested, will be furnished to the Contractor at cost of reproduction. The Contractor shall furnish to each of the subcontractors and material men such copies of the Contract Document as may be required for their work.

9. CUTTING, PATCHING AND DIGGING: The Contractor shall do all cutting, fitting or patching of his work that may be required to receive or be received by work of other contractors shown upon or reasonably implied by drawings and Specifications for the completed structure, and he shall make good after them as Engineer may direct. Any cost caused by defective or ill-timed work shall be borne by the partly responsible

therefore. The Contractor shall not endanger any work by cutting, digging or otherwise, and shall not cut or alter the work of any other contractor save with the consent of the Engineer.

10. ERRORS, OMISSIONS AND DISCREPANCIES: A) If any errors, omissions or discrepancies appear in the drawings, Specifications or other documents, the Contractor shall, within ten days from receiving such Drawings, Specification or Documents, notify the Engineer in writing of such errors or omissions. In the event of the Contractor's failing to give such notice, he will be held responsible for the results of any such errors or omissions and the cost of rectifying the same. B) If, in the opinion of the Contractor, any work is shown on Drawings, or details, or is specified in such a manner as will make it impossible to produce a first class piece of work, or should discrepancies appear between the Drawing and/or Specifications, he shall refer the same to the Engineer for interpretation before proceeding with the work. If the Contractor fails to make such references to the Engineer, no excuse will thereafter be entertained for failure to carry out the work in satisfactory manner as directed. C) Should a conflict occur in or between the Drawings and Specifications and/or existing conditions, the Contractor shall be deemed to have estimated on the more expensive way of doing the work, unless he shall have asked for and obtained a decision in writing for the Engineer, before the submission of bids, as to which method or material will be required. The Engineer will determine which method or material will produce the results to the best interest of the Village.

11. TEMPORARY TOILET: The Contractor shall provide and maintain a sanitary temporary toilet where directed by the Engineer. The temporary toilet shall be enclosed and weatherproof and kept in a sanitary condition at all times. Upon removal of the temporary outside toilet, the vault shall be disinfected, filled and all evidence of the toilet removed from the site.

12. PROPER METHOD OF WORK AND PROPER MATERIALS: The Engineer shall have the power in general to direct the order and sequence of the work, which shall be such as to permit the entire work under this contract to be begun and to proceed as rapidly as possible and such as to bring the several parts of the work to a successful completion at about the same time. If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Engineer as insufficient or improper for assuring the quality of the work required, or the required rate of progress, he may order the Contractor to increase their efficiency or to improve their character, and the failure of the Contractor to demand any increase of such efficiency or improvement shall not release the Contractor from his obligation to secure the quality of work or the rate of progress specified. During freezing or inclement weather, no work shall be done except such as can be done satisfactorily and in a manner to secure first-class construction throughout. All work shall be done in such manner as will properly protect and support existing permanent structures, pipe lines, etc.

13. INSPECTION: Inspectors shall be authorized to inspect all work done on materials furnished. Such inspections may extend to all parts of the work and to the preparation or manufacture of the materials to be used. In case of any dispute arising between the Contractor and the Inspector as to materials furnished or the manner of performing the work, the Inspector shall have the authority to reject material or suspend the work until the question at issue shall be referred to and decide by the Engineer. The inspector shall not be authorized to revoke, alter, enlarge, relax or release any requirements of these Specifications nor to approve or accept any portion of the work, nor to issue instruction contrary to the Plans and Specifications. The Inspector shall in no case act as foreman or perform other duties for the Contractor or interfere with the management of the work by the latter. Any advise which the Inspector may give the Contractor shall in no way be construed as binding the Engineer nor the Owner in any way nor releasing the Contractor from the fulfillment of the terms of the

Contract. The Contractor shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work and to the Owner and materials shall, upon final completion of the work, be turned over to the Owner in a complete and perfect condition and he shall be responsible for the proper care, maintenance and protection of all work and material until his entire Contract is completed and all work and materials found in good condition and accepted. The Contractor will be held responsible for the entire work until completed and accepted by the Engineer and the Owner. The Contractor shall, at all times, provide the Owners, Engineer, assistants and inspectors under him with necessary facilities for determining both on the work and at the places of manufacture, that all work being performed and all materials being manufactured are strictly in accord with the Contract. Until acceptance of work by the Owner, the Contractor shall be responsible for all damages to the work including action of the elements or any other cause whatsoever. The Contractor shall continuously and adequately protect the work against damage from any cause.

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

15. WATER AND ELECTRIC POWER: All water and electric power supply for construction purposes must be provided by the Contractor. The cost shall be borne by the Contractor.

16. MACHINERY AND EQUIPMENT: All machinery, equipment, trucks and vehicles used in the prosecution of the work or in connection therewith, shall at all times be in proper working condition. The Contractor shall be responsible for curtailing noise, smoke, fumes or any other nuisance resulting from his operations. He shall, upon written notification from the Engineer, make any repairs, replacements, adjustments, additions and furnish mufflers when necessary to fulfill these requirements.

17. MAINTENANCE: If, within one year from the date of issuance of the Final Certificate, any portion of the work shall, in the opinion of the Owner, require repairing, replacing, or rebuilding, the Contractor shall start such repairs within five (5) days after the receipt of notice from the Owner, and if the Contractor shall fail or neglect to start such repairs within the said five (5) days, the Owner may employ such other person or persons as they deem proper to make such repairs and pay the expense thereof out of any sum retained by them, provided nothing herein contained shall limit the liability of the Contractor of his surety to the Owner for nonperformance of the Contractor's obligations at any time.

18. SCHEDULE OF OPERATIONS: Within 5 days after the signing of the Contract, the Contractor shall submit a proposed program of operations, showing clearly how he proposes to conduct the work so as to bring about the completion of his work within the time limit specified. This program shall outline the proposed sequence of operations, the rates of progress and the dates when his work will be sufficiently advanced to permit the installation of work under this Contract.

19. RIGHT TO USE WORK: The Owner may enter upon and use the whole or any portion of the work which may be in condition to use any time previous to its final acceptance by the Owner. Such use shall not constitute or be evidence or acceptance by the Owner of the Engineer of the whole or any part of the material furnished or work performed under the Contract.
20. NOTICE OF WARNING: If the Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or refuse or fail to supply enough properly skilled workmen or proper materials or refuse or fail to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or fail to complete the work within said period or fail or refuse to regard laws, ordinances, codes, instructions of the Engineer, then the Engineer shall forward by registered mail to the Contractor, at the address given in the Contract, a Notice of Warning, and in the event the Contractor fails to comply with said Notice of Warning within five (5) days from receipt thereof, the Owner shall have the right to terminate the Contract.
21. WARNING SIGNS: Contractor shall provide and maintain proper luminous warning and detour signs where directed by the Engineer. Obstruction such as stored materials, equipment and which excavations shall be marked with not less than two lights which shall be not more than 4 feet apart. All lights shall be kept burning from one-half hour before sunset to until one-half hour after sunrise.
22. ACCIDENT PREVENTION: During the performance of the work, the Contractor shall exercise all reasonable precautions for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in Construction published by the Associated General Contractors of America to the extent that such provisions are not inconsistent with Federal, State or Municipal laws and regulations. If any operation, practice or condition is deemed by the Engineer to be unsafe, he shall notify the Contractor in writing to take corrective action. Where in the opinion of the Engineer any operation, practice or condition shall be promptly discontinued and before the affected part of the work is resumed, remedial action taken. The Owner reserves the right to remedy any neglect on the part of Contractor as regards the protection of the work which may come to its attention, after 24 hours' notice in writing; except that in cases of emergency it shall have the right to remedy any neglect without notice, and in either case to deduct the cost of such remedy from money due the Contractor. Nothing in the foregoing paragraphs shall be construed as relieving the Contractor from full responsibility at all times for safe prosecution of the work.
23. DAMAGES: The Contractor shall pay and make good all losses or damages arising out of any cause connected with the Contract and shall indemnify and save harmless the Owner from any and all Claims and any and all liability or responsibility of every nature and kind for any loss, damage or injury which may be brought against the Owner or any of its officers or agents, by reason of, or connected with the work or materials furnished under the Contract and shall pay all costs and expenses of every kind, character, and nature whatever, occurring upon or arising out of the Contract.
24. MAINTENANCE OF TRAFFIC: All work under this Contract is to be completed within the time indicated in the Contract agreement or as extended by the Owner. If in the meantime it should become

necessary, because of the lateness of the season, or any other reason to stop the work, the Contractor shall at his own expense, open proper drainage ditches, erect temporary structures where necessary, prepare the roads so there will be minimum interference with traffic, set up and maintain a competent organization as directed by the Engineer, to keep the highways in first class condition for traffic, and take every precaution to prevent any damage or unreasonably deterioration of the work during the time it is closed.

25. FINAL SITE CLEARING: Before final payment will be approved, the Contractor shall prepare the construction areas as follows: All basins, manholes and pipe as constructed shall be cleaned free from accumulated construction dirt, silt, form work, etc., and all proper restoration as called for in the items of the Specifications shall be complete in every detail. The Contractor shall clean all construction areas free from accumulated forms, excavation fill, construction materials and construction shanties. All areas shall be completed in every detail and shall be broom cleaned from excess dirt and materials.

26. PROTECTION OF LAND MARKERS, TREES, SHRUBS, AND PROPERTY: Wherever in the conduct of the work, a monument marking a point of public or private survey is encountered or brought to view by excavation, the fact shall at once be communicated to the Engineer. In no case shall the Contractor remove the same until the location for resetting shall have been made by the Engineer. All monuments or land markings exposed to view when the work is first undertaken shall be carefully preserved and the greatest care exercised to prevent injury to or disturbance of position of the same. The unit price of all items shall include the cost of restoring to its former condition any sidewalks or curbs, as well as restoring any trees, shrubs or lawns that may be damaged during this construction. No additional payment will be made. The Contractor is required at his own expense to obtain any and all permits for use of private property if he uses such property for storage, transportation or accomplishment of the work under the Contract. Private property shall be cleaned up neatly and damage repaired and premises restored to their original condition.

27. PROTECTION OF UTILITIES: The Contractor shall familiarize himself with the existence of structures of municipal and other public service corporations on or adjoining the site of the work, and give reasonable opportunity to and cooperation with the owners of these utilities in the work of reconstructing or altering them. Such reconstruction and alteration shall be so conducted as to delay or interfere as little as practicable with the work of the Contractor. Any additional cost of various items of work because of these utilities shall be included in the price bid for these items. The Engineer shall direct the public utility corporations to shift or remove those utility structures that may be necessary to permit the Contractor to carry out the work in accordance with the Plans. The Contractor shall not remove or cause to be removed, any structure or part of a structure owned by a public utility corporation without the approval of the Engineer. The Contractor shall cooperate with the public utility corporation whose structures (aerial, surface or subsurface) are within the limits of or along the outside of the right-of-way, to make it possible for them to maintain uninterrupted service. The Contractor shall conduct his operations in such a way as to delay or interfere as little as practicable with the work of the utility corporation.

28. NO DAMAGES FOR DELAY: Notwithstanding any other provision to this Contract, the Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act of the Village of Saltaire or any of its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein. This provision shall not apply to any act or omission to act of the Village of Saltaire or any of its representatives, wherein the same is done in bad faith and with deliberate intent to delay the Contractor in the performance of this Contractor.

FEMA PROVISIONS APPLICABLE TO THIS CONTRACT:

29. CHANGES BY FEDERAL AGENCY: The Contractor acknowledges and agrees that this Contract is for Work that is being funded in whole or in part by a Federal Agency and that Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Federal Procurement Policy and that the language of this paragraph shall appear in any subcontract issued by the Contractor.

30. REMEDIES ON CONTRACTOR'S DEFAULT:

A. In the event that the Contractor defaults in the performance or observance of any covenant, agreement or obligation set forth in the Contract, and if such default remains uncured for a period of 30 days after notice of default has been given by the Village to the Contractor, then the Village may take any one or more of the following actions, at its sole option:

- 1) by mandamus or other suit, action or proceeding at law or in equity, require Contractor to perform its obligations and covenants hereunder, or enjoin any acts or things which may be unlawful or in violation of the rights of the Village hereunder, or obtain damages caused to the Village by any such default;
- 2) have access to and inspect, examine and make copies of all books and records of Contractor which pertain to the project;
- 3) make no further disbursements, and demand immediate repayment from Contractor of any funds previously disbursed under the Contract;
- 4) terminate the Contract by delivering to Contractor a written notice of termination; and/or
- 5) take whatever other action at law or in equity may be necessary or desirable to enforce the obligations and covenants of Contractor hereunder, including but not limited to the recovery of funds.

B. No delay in enforcing the provisions hereof as to any breach or violation shall impair, damage, or waive the right of the Village to enforce the same or to obtain relief against or recover for the continuation or repetition of such breach or violation or any similar breach or violation thereof at any later time or times. In the event that the Village prevails against Contractor in a suit or other enforcement action hereunder, Contractor agrees to pay the reasonable attorneys' fees and expenses incurred by the Village.

C. Termination for Cause and for Convenience

The Village may choose to terminate this Agreement at any time by delivering to Contractor 30 days' advance written notice of intent to terminate.

31. COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS (41 CFR 60)

A. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

### 32. COMPLIANCE WITH THE COPELAND ACT

The Contractor and all Subcontractors shall comply with the regulations and reporting requirements of the Copeland Act (18 U.S.C. 874) as supplemented by the Department of Labor regulations (29 CFR Part 3). All Subcontracts of Contractor shall contain this requirement.

### 33. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 3)

A. The Contractor and all Subcontractors of the Contractor shall comply with the Contract Work Hours and Safety Standards Act (29 CFR 5) as supplemented in Department of Labor regulations (29CFR 3) and the related regulations and reporting requirements.

B. (1) Minimum wages. (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ( 29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof,

regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

ii. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

C. All Subcontracts of Contractor shall contain the language contained in B. above.

34. COMPLIANCE WITH FEMA REPORTING REQUIREMENTS: The Village of Saltaire, and Contractor and all Subcontractors of Contractor acknowledge and agree that they are aware of and shall comply with all FEMA reporting requirements.

35. FEMA PATENT RIGHTS AND COPYRIGHTS REGULATIONS: With respect to any discovery or invention which arises or is developed in the course of or under this Agreement, Contractor is responsible for complying with requirements pertaining to patent rights, as defined by the awarding agency. With respect to any publication, documents, or data that arises or is developed in the course of or under this Agreement, the Contractor is responsible for complying with requirements pertaining to copyright, as defined by the awarding agency.

36. ACCESS TO DOCUMENTS: Contractor shall exercise best efforts to maintain communication with Village's personnel whose involvement in the project is necessary or advisable for successful and timely completion of the work of the project, including but not limited to the closing of specific transactions. Communications between the parties shall be verbal or in writing, as requested by the parties or as dictated by the subject matter to be addressed. During the term of this Agreement and for the ensuing record-retention period, Contractor shall make any or all project records available upon reasonable request, and in any event within two (2) business days of request, to Village, the Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, and any other agency of State or Federal government, or the duly authorized representatives of any of the foregoing, that has provided funding or oversight for the project, for the purpose of making audit, examination, excerpts and/or transcriptions. For purposes of this section, "records" means any and all books, documents, papers and records of any type or nature that are directly pertinent to this Agreement. Contractor agrees to furnish, upon termination of this Agreement and upon demand by the Applicant, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Contractor pursuant to this Agreement, without cost and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Contractor shall not be liable for

the Applicant's use of such documents on other projects. This language shall appear in all subcontracts of Contractor.

37. RETENTION OF DOCUMENTS: Contractor and all Subcontractors of Contractor shall maintain all project records for a minimum period of three (3) years after the date of final payment for services rendered under this Agreement.

38. COMPLIANCE WITH CLEAN AIR ACT REGULATIONS: The Contractor and all subcontractors of Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$100,000).

39. ENERGY EFFICIENCY STANDARDS: Contractor and all Subcontractors of Contractor shall comply with mandatory standards and policies relating to energy efficiency that are contained in the State Energy Conservation Plan issued pursuant to the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871) and (53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 CFR 19639, 19645, Apr. 19, 1995).

40. BONDING REQUIREMENTS: The following minimum bonding requirements (44 CFR 13.36) shall apply, except that in the event that a greater bonding requirement should have been previously required in this Contract the prior greater requirement shall apply:

1) Bid Bond – equivalent to ten (10%) percent of the bid price.

2) Upon award of the Contract, contractor must provide:

i. A performance bond on the part of the contractor for 100% of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.

ii. A payment bond on the part of the contractor for 100% of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the Contract.

iii. Maintenance bond, in the amount or not less than 100% of the total amount of the bid, in a form acceptable to the Village of Saltaire, shall be furnished to the Department of Finance upon completion of the project and shall be written so as to remain in full force and effect as a maintenance bond for a period of not less than one year after the date of final acceptance of work. Final payment shall be withheld until the above terms and conditions are met.

**FORM OF CONTRACT**

***Boardwalk Reconstruction Phase VII***

DATED \_\_\_\_\_, 20\_\_

BY AND BETWEEN THE VILLAGE OF SALTAIRE (HEREIN CALLED THE "OWNER" AND  
(HEREIN AFTER CALLED THE CONTRACTOR)

WITNESSETH, that the Owner and the Contractor, in consideration of the premises and of the mutual covenants, consideration and agreements contained agreed as follows: The NOTICE OF BIDDERS, INSTRUCTION TO BIDDERS, PROPOSAL FORM, CONDITIONS OF CONTRACT, GENERAL CONDITIONS, SPECIFICATIONS, FORM OF CONTRACT, CONSTRUCTION DRAWINGS, together with any addenda, shall form part of this Contract, and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, title, heading, headlines and marginal notes contained herein are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light upon the interpretation of the provision to which they refer. Whenever the term "Contract Documents" is used, it shall mean and include NOTICE OF BIDDERS, INSTRUCTION TO BIDDERS, PROPOSAL FORM, FORM OF BOND, CONDITIONS OF CONTRACT, GENERAL CONDITIONS, SPECIFICATIONS, FORM OF CONTRACT, CONSTRUCTION DRAWINGS, and any addenda. In case of any conflict or inconsistency between the provisions of the Conditions of Contract and those of the Specifications, the provisions of the conditions of this contract shall govern.

In WITNESS WHEREOF, the parties agree to all the terms of the Contract Documents, and agree that the Lump Sum and Unit Prices shown in the attached Proposal Form accurately represents the accepted bid of

and shall be the lump sum and unit prices upon which approved completion of the work shall be paid, and have hereunto set their hands and seals, and such of them as are a corporation have caused this contract to be signed by their duly authorized officer.

WRITTEN IN WORDS

CONTRACTOR:

VILLAGE OF SALTAIRE:

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
NAME:

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
TITLE

CORPORATE SEAL:

VILLAGE SEAL:

FORM OF CONTRACT

Acknowledgement of Village of Saltaire

STATE OF NEW YORK            )  
                                          )        SS  
COUNTY OF SUFFOLK         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared

\_\_\_\_\_  
VILLAGE ADMINISTRATOR

The duly appointed Administrator of the Village of Saltaire, the corporation described in and which executed the foregoing instrument, to me known and known to me to be such Administrator of the Village of Saltaire; and he being by me duly sworn did depose and say; that he is the Administrator of the Village of Saltaire; that he resides at \_\_\_\_\_ Suffolk County, New York; that he knows the corporation seal of said Village of Saltaire; that the seal affixed to said instrument is such corporate seal; and that he executed the same as such Administrator for the purpose therein mentioned.

\_\_\_\_\_  
NOTARY PUBLIC





BOARDWALK RECONSTRUCTION PHASE VII  
RECONSTRUCTION OF BAY PROM

SPECIFICATIONS

General Conditions

1. Location of the proposed work is:
  - a. Bay Promenade from East Terminus to West Terminus – Distances and Dimensions as shown on Bid Plans of RMS Engineering.
2. The Village will base its consideration for award of the bid to the contractor who meets all of the bidding requirements and who provides the lowest bid for the entirety of the work included in the Bid as listed in paragraph 1 above.
3. The work must commence not before September 15, 2016 but no later than October 15, 2016.
4. The contractor shall commit to completing all work by April 30, 2017.
5. The contractor is notified that he is prohibited from using the Saltaire Dock for off-loading of construction materials as well as for debris removal. The contractor will be assigned a minimum of 150 feet of exclusive use of the Bay Front bulkhead and area directly behind the bulkhead for the purposes of material movement into and out of Saltaire and for general storage and staging for the purposes on performing and completing the contract work (Loading and Disposition Staging Area).
6. The contractor is notified that other construction work unrelated to this contact will be ongoing on and near Broadway during part or perhaps all of the work period for this contract, and that therefore access south from Bay Promenade down Broadway will be either severely restricted or prohibited for all or part of the construction period for this contract. The contractor is notified and must account for in his or her work plan, construction schedule and bid price that Broadway access will be limited and/or prohibited during the construction period.
7. Prior to the start of the work, the contractor must submit to the Village for approval, over which the Village has sole discretion to approve or reject, a work plan for the transportation of materials and debris to and from the Bay Front to areas of work that shall include but not be limited to the following:
  - a. Detailed Specifications of the Vehicles and Equipment to be used to transport the demolished concrete from the areas of the work to the Loading and Disposition Staging Area.
  - b. Detailed Specifications of the Vehicles and Equipment to be used to transport the materials for reconstruction of the boardwalks from the Loading and Disposition Staging Area.

8. The contractor is notified that the Village will utilize the following weight restrictions when considering for approval the Transportation Work Plan required in Item #6 above:
  - a. 30,000 pound fully laden vehicle load limit for Broadway
  - b. 20,000 pound fully laden vehicle load limit for all other Walks

### Demolition

1. The contractor shall be responsible for dismantling and removing all of the existing concrete walkways (and any ancillary existing wooden walkways where applicable) of the existing walkways of the project work.
2. The contractor shall become familiar with all existing conditions of the existing work and shall be responsible to remove all concrete structures to virgin soil that exists within the footprint of the existing walkways.
3. The contractor shall disconnect and may demolish sufficient portion of any private entrance ramp which may be attached to the existing walkway work in order to allow for walkway demolition and to provide adequate room to install the new walkway. The contractor shall make efforts to mitigate the damage to private entrance ramps.
4. The contractor is required to remove all construction debris associated with the work from the Village via the Loading and Disposition Staging Area utilizing waterborne transportation and in conformance with FINS, Islip and Saltaire regulations.
5. The contractor shall be responsible for all costs associated with removal of the dismantled walkway out of the Village of Saltaire, and must dispose of the material in a facility fully licensed and permitted pursuant to all relevant local, state and federal regulations to accept such material, and shall submit to the Village upon request all manifests and disposal tickets for all debris removed from the Village as part of the work.
6. The contractor shall retain all residual salvage value of any dismantled material.
7. The method of measurement, if required for partial payments, will be the overall length of the walkway, as measured from the center of the walk from the terminus at each end of the section.

### Boardwalk Installation

1. The Village will be responsible to provide mark-outs for the existing Village water mains and domestic water service tap connections.
2. The Contractor will perform the pile installation in accordance with the diagram attached hereto. The pile diameter required is a minimum of 8 inches at the **tip** of the pile.
3. Contractor is responsible to take all precautions necessary to mitigate damage to existing Village water mains and domestic water service lines, and has the responsibility to notify the

Village in advance of the commencement of any work of any water service lines or equipment that are an impediment to the work specified. It is the sole responsibility of the contractor to repair or replace as necessary all water mains or domestic water service water lines or equipment that are damaged during construction that were not previously identified by the contractor as being an impediment to the work.

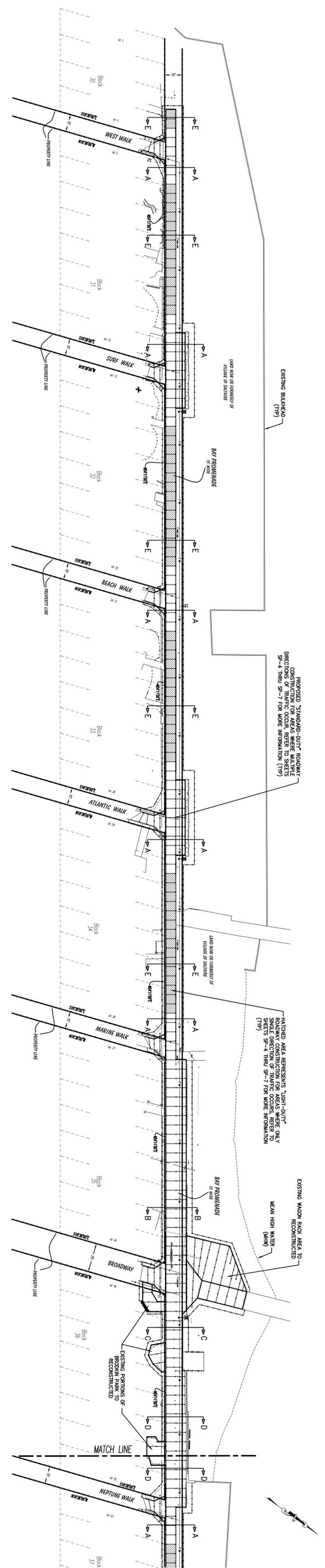
4. Contractor must cut piles to meet the walk elevation as provided in the bid plans, or as modified in the field by the Village Engineer or Representative. The top of piles must be level and within the tolerance of the designated elevation such that no shimming of the pile is necessary.
5. Contractor is responsible to move all construction materials necessary for the work to and from the Loading and Disposition Staging Area via waterborne transportation and in conformance with FINS, Islip and Saltaire regulations.
6. Any excavation of sand required to install the boardwalk understructure will be transported by the contractor to a deposit site location as directed by the Village, which will be either at the Bayfront, or to the Saltaire Maintenance Yard at the Village's discretion.
7. The method of measurement will be the overall length of the walkway completed, as measured from the center of the walk from the terminus at each end of the section.

#### CONTRACTOR'S USE OF SITE

- The Contractor may use a convenient site adjacent to the work as a staging area for the work with prior Village approval.
- The Contractor shall limit his use of the work site and staging area to the work indicated herein.
- The Contractor must confine operations at the site to the areas permitted. Portions of the site beyond areas of work and staging area are not to be disturbed.
- The Contractor shall secure and protect the work area from unauthorized access during the entire project period, on a 24 hour per day, 7 day ore week basis until the project is open for public use.
- The Contractor must keep existing walkways clear and accessible. Contractor must not unreasonably encumber the site and must secure all equipment when not in use.





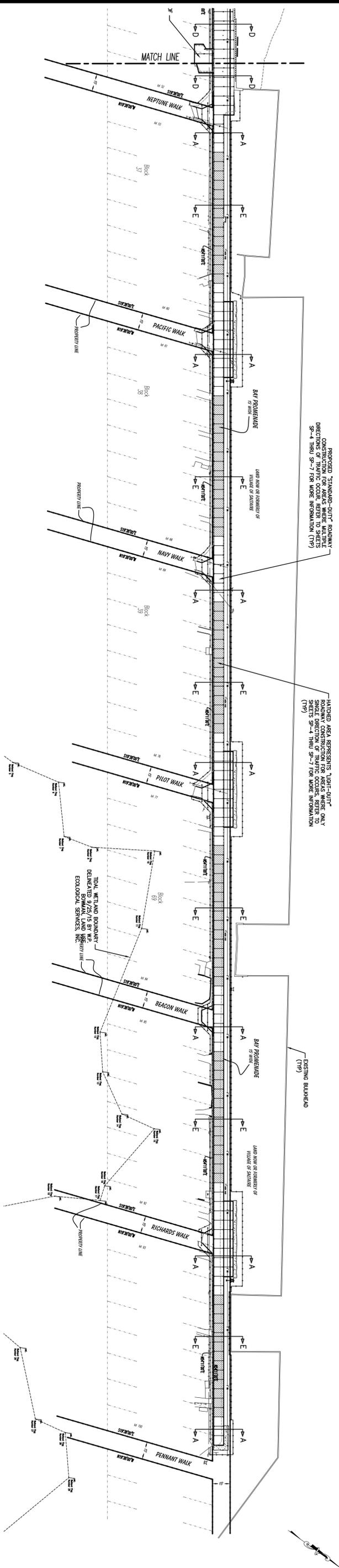


PROPOSED "STANDARD-OUT" ROADWAY CONSTRUCTION FOR AREAS WHERE MULTIPLE SHEETS SP-4 THRU SP-7 FOR MORE INFORMATION (TYP)

HATCHED AREA REPRESENTS "LIGHT-OUT" ROADWAY CONSTRUCTION FOR AREAS WHERE ONLY SINGLE PORTIONS OF BROOKIN PARK TO BE RECONSTRUCTED (TYP)

**BID SET**  
**NOT APPROVED FOR CONSTRUCTION**

- NOTES:**
1. MEAN HIGH WATER (MHW) LEVELS NORTH OF THE PROPOSED ROADWAY ARE BASED ON NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION AND NATIONAL OCEAN SERVICE TIDAL RECORDS AND ARE SYNCHRONOUS WITH EXISTING BULKHEAD LOCATIONS.
  2. LANDWARD LIMIT OF TIDAL WETLANDS NORTH OF THE ROADWAY IS EQUIVALENT TO MHW ON 9/25/15.
  3. OVERALL LENGTH OF EXISTING ROADWAY IS 2,337 LINEAR FEET. OVERALL LENGTH OF PROPOSED ROADWAY IS 2,337 LINEAR FEET.
  4. THE CONTRACTOR SHALL IMPORT AND INSTALL APPROXIMATELY 3000 CUBIC YARDS OF 3" TO 5" CRUSHED STONE IN CARBON BASKETS ALONG THE PERIMETER OF THE ROADWAY AS SHOWN IN THE CONSTRUCTION DETAILS.
  5. THE CONTRACTOR SHALL USE APPROXIMATELY 50.0 CY OF PREVIOUSLY EXCAVATED ON-SITE SAND AS BACKFILL MATERIAL ABOVE THE CARBON BASKETS. NO SAND WILL BE IMPORTED TO THE PROJECT SITE.



PROPOSED "STANDARD-OUT" ROADWAY CONSTRUCTION FOR AREAS WHERE MULTIPLE SHEETS SP-4 THRU SP-7 FOR MORE INFORMATION (TYP)

HATCHED AREA REPRESENTS "LIGHT-OUT" ROADWAY CONSTRUCTION FOR AREAS WHERE ONLY SINGLE PORTIONS OF BROOKIN PARK TO BE RECONSTRUCTED (TYP)

| No. | DATE     | REVISION DESCRIPTION                              | BY  |
|-----|----------|---------------------------------------------------|-----|
| 1.  | 04.05.16 | REVISE PLANS TO INCLUDE WAGON RACK & BROOKIN PARK | MKA |
|     |          | REVISION DESCRIPTION                              | GJS |
|     |          |                                                   | CHD |



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**Gregg J. Schiavone, P.E.**  
NY State License No. 78987

**BAY PROMENADE RECONSTRUCTION PLANS**

FOR THE  
**VILLAGE OF SALT LAIRE**  
TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK

**OVERALL ALIGNMENT PLAN**

|          |          |            |          |          |          |             |
|----------|----------|------------|----------|----------|----------|-------------|
| DWN. BY: | MKA      | CHK'D. BY: | GJS      | SCALE:   | 1"=40'   | SHEET:      |
| DATE:    | 01.11.16 | DATE:      | 02.05.16 | JOB No.: | 2015-091 | <b>SP-3</b> |

|     |          |                                                   |     |
|-----|----------|---------------------------------------------------|-----|
| No. | DATE     | REVISION DESCRIPTION                              | BY  |
| 1.  | 04.05.16 | REVISE PLANS TO INCLUDE WAGON BACK & BROOKIN PARK | MKA |
|     |          |                                                   | GJS |
|     |          |                                                   | CHD |



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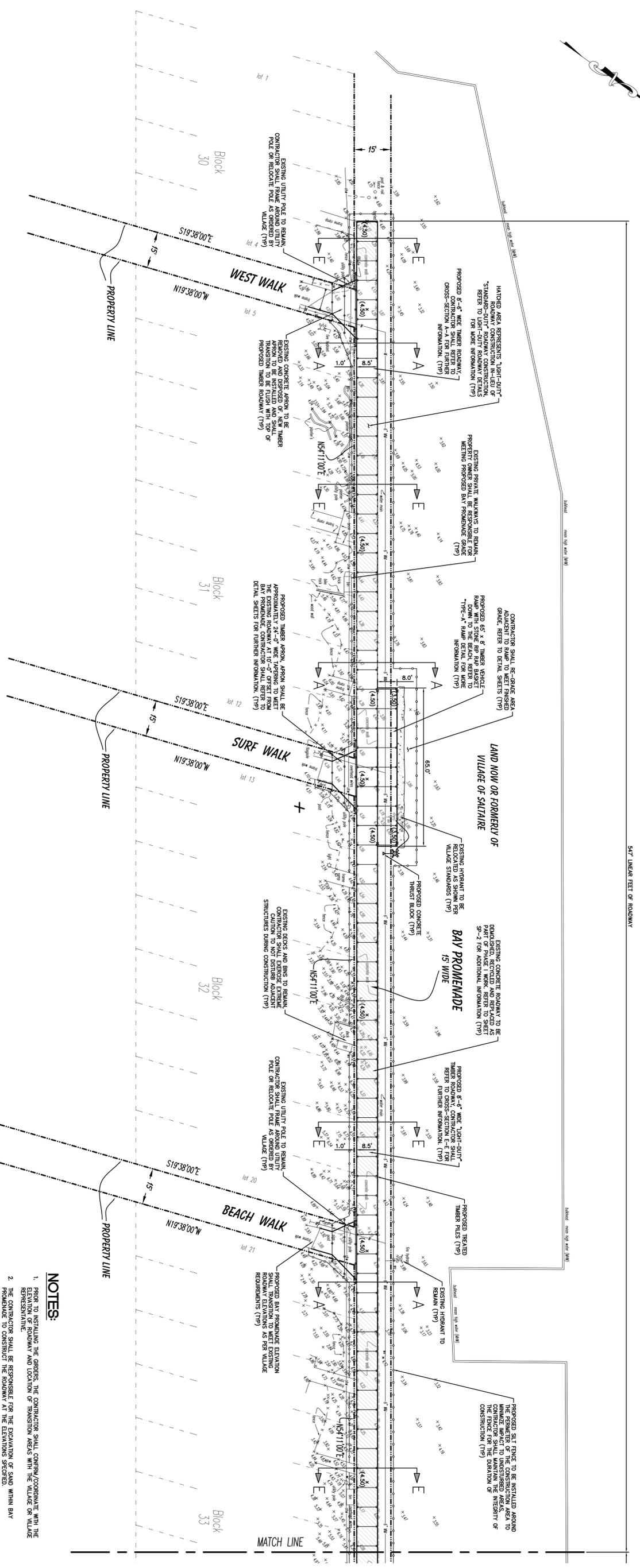
Gregg J. Schiavone, P.E.  
 NY State License No. 78987

## BAY PROMENADE RECONSTRUCTION PLANS

FOR THE  
 VILLAGE OF SALT LAIRE  
 TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK

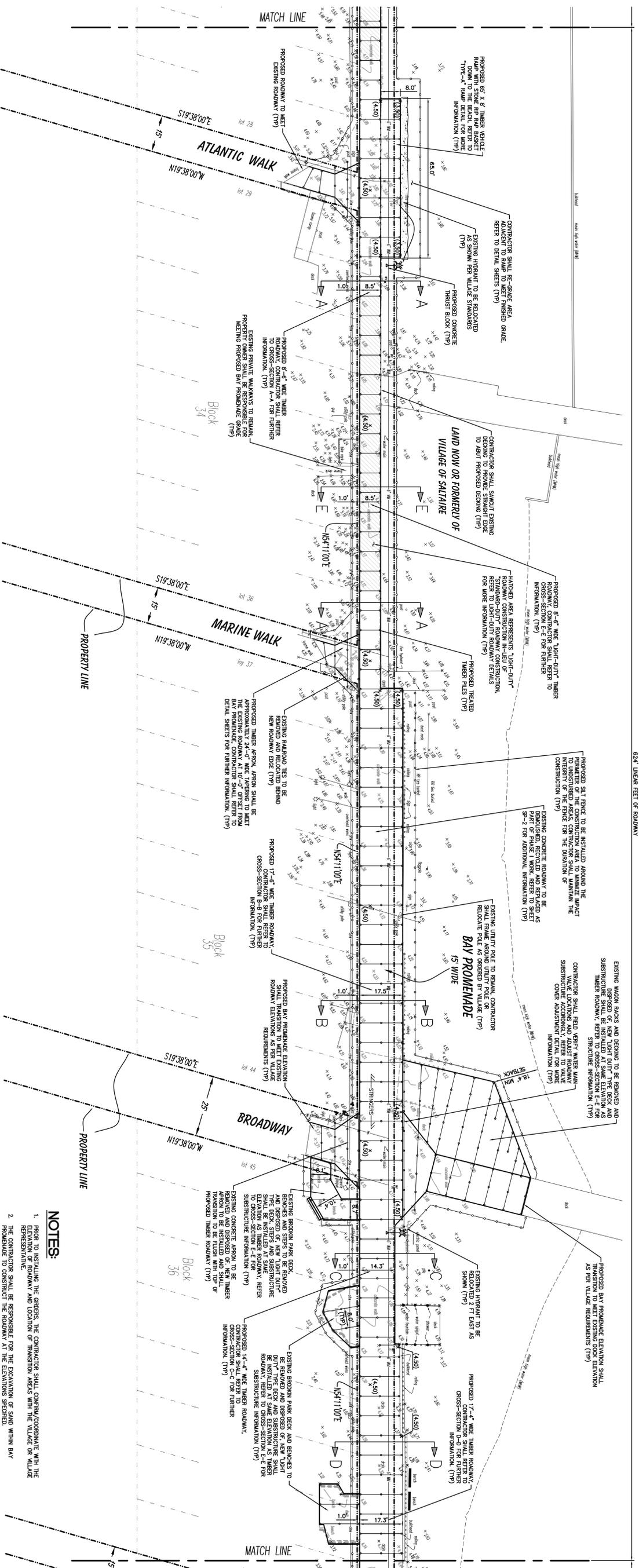
|                                 |                   |
|---------------------------------|-------------------|
| <b>ROADWAY IMPROVEMENT PLAN</b> |                   |
| <b>SHEET "A"</b>                |                   |
| DWN. BY: MKA                    | CHK'D. BY: GJS    |
| DATE: 01.11.16                  | DATE: 02.05.16    |
| SCALE: 1"=20'                   | JOB No.: 2015-091 |
| SHEET: <b>SP-4</b>              |                   |

BID SET  
 NOT APPROVED FOR CONSTRUCTION



- NOTES:**
1. PRIOR TO INSTALLING THE GRIGERS, THE CONTRACTOR SHALL VERIFY/COORDINATE WITH THE REPRESENTATIVE.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCAVATION OF SAND WITHIN BAY PROMENADE TO CONSTRUCT THE ROADWAY AT THE EXISTING SPECIFIC.
  3. THE CONTRACTOR SHALL RELOCATE THE EXCAVATED MATERIALS MENTIONED ABOVE TO LOCATIONS ALONG BAY PROMENADE AS DIRECTED BY THE VILLAGE REPRESENTATIVE.
  4. ALL EXISTING UTILITY POLES SHALL REMAIN UNLESS OTHERWISE DIRECTED BY THE VILLAGE. THE ROADWAY LIMITS AS PER THE UTILITY POLE FRAMING DETAIL LOCATED WITHIN THE CONSTRUCTION DETAIL SHEETS.
  5. WATER MAIN LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL DIG TEST PITS TO LOCATE THE EXACT LOCATION OF ALL WATER MAINS AND LATERALS PRIOR TO INSTALLING/DIGGING THE PROPOSED IMPROVEMENTS.
  6. MEAN HIGH WATER (MHW) LEVELS NORTH OF THE PROPOSED ROADWAY ARE BASED ON PROPOSED IMPROVEMENTS.
  7. LANDINGS, LIMIT OF TRAIL, WEIRANS NORTH OF THE ROADWAY IS EQUIVALENT TO MHW (BALANCED AND SHORELINE AREAS) AS COMPILED BY LAND USE ECOLOGICAL SERVICES, INC ON 9/25/15.
  8. THE CONTRACTOR SHALL UNBOLT AND INSTALL APPROXIMATELY 300.0 CUBIC YARDS OF 3" TO 5" CRUSHED STONE IN CARBON BASKETS ALONG THE PERIMETER OF THE ROADWAY AS SHOWN IN THE CONSTRUCTION DETAILS.
  9. SAND AS BAGGED MATERIAL ABOVE THE CARBON BASKETS, NO SAND WILL BE IMPORTED TO THE PROJECT SITE.
  10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEW YORK STATE GUIDELINES FOR URBAN EROSION AND SEDIMENT CONTROL MANUAL, LATEST EDITION. CONTRACTOR SHALL REFER TO THE ORDINANCES FOR ADDITIONAL INFORMATION.

547' LINEAR FEET OF ROADWAY



624' LINEAL FEET OF ROADWAY

BID SET  
NOT APPROVED FOR CONSTRUCTION

- NOTES:**
1. PRIOR TO INSTALLING THE GRIDDERS, THE CONTRACTOR SHALL CORNER/CORRODATE WITH THE REPRESENTATIVE.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION OF SAND WITHIN BAY PROMENADE.
  3. THE CONTRACTOR SHALL RELOCATE THE EXCAVATED MATERIALS MENTIONED ABOVE TO LOCATIONS ALONG BAY PROMENADE AS DIRECTED BY THE VILLAGE OR VILLAGER REPRESENTATIVE.
  4. ALL EXISTING UTILITY POLES SHALL REMAIN UNLESS OTHERWISE DIRECTED BY THE VILLAGER. THE ROADWAY LIMITS AS PER THE UTILITY POLE FRAMING DETAIL LOCATED WITHIN THE CONSTRUCTION DETAIL SHEETS.
  5. WATER MAIN LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL DO TEST PITS TO LOCATE THE EXACT LOCATION OF ALL WATER MAINS AND LATERALS PRIOR TO INSTALLING/DRAWING TRENCH TRENCHES. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CONSTRUCTING THE PROPOSED IMPROVEMENTS.
  6. MEAN HIGH WATER (MHW) LEVELS NORTH OF THE PROPOSED ROADWAY ARE BASED ON (GULFHEAD AND SHORLINE AREAS) AS CONFIRMED BY LAND USE ECOLOGICAL SERVICES, INC. ON 9/25/15.
  7. THE CONTRACTOR SHALL VERIFY AND INSTALL APPROXIMATELY 500.0 CIRC. BARS OF 3" TO 5" CASTED STONE IN GABION BASKETS ALONG THE PERIMETER OF THE ROADWAY AS SHOWN IN THE CONSTRUCTION DETAILS.
  8. THE CONTRACTOR SHALL USE APPROXIMATELY 50.0 CY OF PREVIOUSLY EXCAVATED ON-SITE SAND AS BACKFILL MATERIAL ABOVE THE GABION BASKETS. NO SAND WILL BE IMPORTED TO THE PROJECT SITE.
  9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEW YORK STATE GUIDELINES FOR URBAN EROSION AND SEDIMENT CONTROL MANUAL, LATEST EDITION. CONTRACTOR SHALL REFER TO THE GUIDELINES FOR ADDITIONAL INFORMATION.

| No. | DATE     | REVISION DESCRIPTION                              | BY  | CHKD. |
|-----|----------|---------------------------------------------------|-----|-------|
| 1.  | 04.05.16 | REVISE PLANS TO INCLUDE WAGON BACK & BROOKIN PARK | MKA | GJS   |
|     |          | REVISION DESCRIPTION                              |     |       |

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 NY State License No. 78987

**BAY PROMENADE  
 RECONSTRUCTION PLANS**

FOR THE  
**VILLAGE OF SALTARE**  
 TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK

| ROADWAY IMPROVEMENT PLAN<br>SHEET "B" |          |
|---------------------------------------|----------|
| DWN. BY:                              | MKA      |
| CHK'D. BY:                            | GJS      |
| SCALE:                                | 1"=20'   |
| DATE:                                 | 01.11.16 |
| DATE:                                 | 02.05.16 |
| JOB No.:                              | 2015-091 |
| SHEET:                                | SP-5     |



| No. | DATE     | REVISION DESCRIPTION                              | BY  |
|-----|----------|---------------------------------------------------|-----|
| 1.  | 04.05.16 | REVISE PLANS TO INCLUDE WAGON BACK & BROOKIN PARK | MKA |
|     |          | REVISION DESCRIPTION                              | CHD |



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Gregg J. Schiavone, P.E.  
 NY State License No. 78997

**BAY PROMENADE  
 RECONSTRUCTION PLANS**

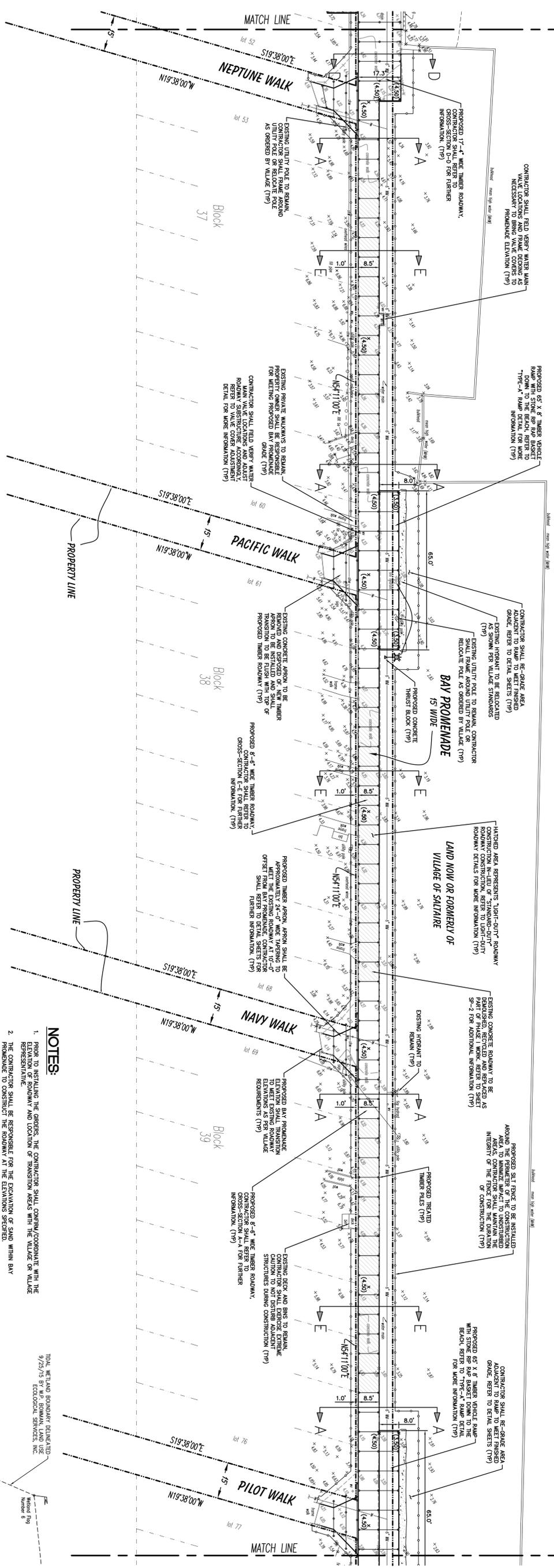
FOR THE  
**VILLAGE OF SALT LAIRE**

TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK

**ROADWAY IMPROVEMENT PLAN  
 SHEET "C"**

|          |          |             |          |
|----------|----------|-------------|----------|
| DWN. BY: | MKA      | CHK'D. BY:  | GJS      |
| DATE:    | 01.11.16 | DATE:       | 02.05.16 |
| SCALE:   | 1"=20'   | JOB No.:    | 2015-091 |
| SHEET:   |          | <b>SP-6</b> |          |

BID SET  
 NOT APPROVED FOR CONSTRUCTION

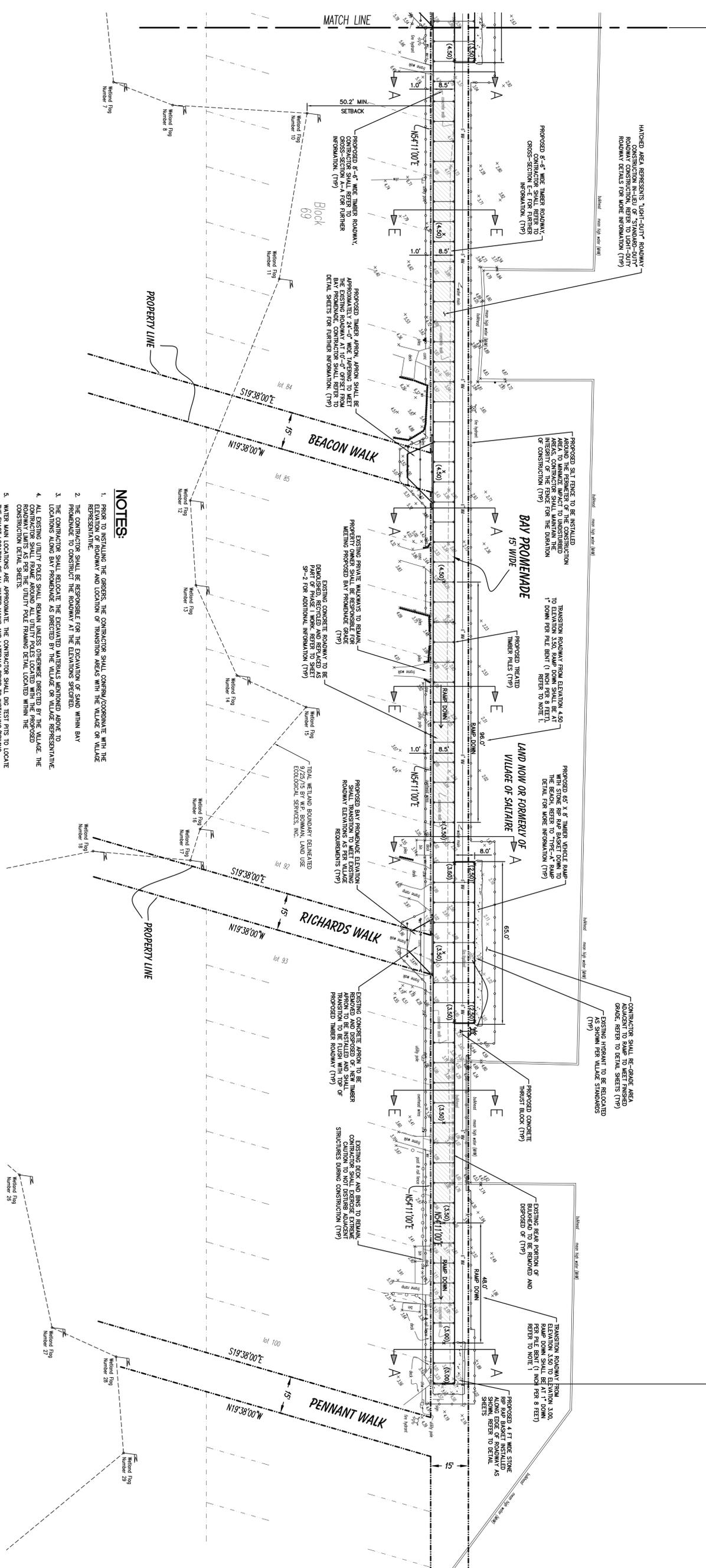


- NOTES:**
1. PRIOR TO INSTALLING THE GRIGERS, THE CONTRACTOR SHALL CONFIRM/COORDINATE WITH THE REPRESENTATIVE DOMINANT AND LOCATION OF TRANSMISSION AIDS WITH THE VILLAGER OR VILLAGER PROMENADE TO CONSTRUCT THE ROADWAY AT THE ELEVATION SPECIFIED.
  2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCAVATION OF SAND WITHIN BAY PROMENADE TO CONSTRUCT THE ROADWAY AT THE ELEVATION SPECIFIED.
  3. THE CONTRACTOR SHALL RELOCATE THE EXCAVATED MATERIALS MENTIONED ABOVE TO LOCATIONS ALONG BAY PROMENADE AS DIRECTED BY THE VILLAGER REPRESENTATIVE.
  4. ALL EXISTING UTILITY POLES SHALL REMAIN UNLESS OTHERWISE DIRECTED BY THE VILLAGER. THE ROADWAY LIMITS AS PER THE UTILITY POLE FRAMING DETAIL LOCATED WITHIN THE CONSTRUCTION DETAIL SHEETS.
  5. WATER MAIN LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL DO TEST PITS TO LOCATE THE EXACT LOCATION OF ALL WATER MAINS AND LATERALS PRIOR TO INSTALLING/DRAWING THE PROMENADE IMPROVEMENTS.
  6. MEAN HIGH WATER (MHW) LEVELS NORTH OF THE PROPOSED ROADWAY ARE BASED ON RECORDS AND SHORELINE AREAS) AS COMPRISED BY LAND USE ECOLOGICAL SERVICES, INC. ON 9/25/15.
  7. LAUNDRY UNIT OF TOWN VILLAGER NORTH OF THE ROADWAY IS EQUIVALENT TO UNIT (BULKHEAD AND SHORELINE AREAS) AS COMPRISED BY LAND USE ECOLOGICAL SERVICES, INC. ON 9/25/15.
  8. THE CONTRACTOR SHALL REPORT AND INSTALL APPROXIMATELY 300 CIRCULAR YARDS OF 3" TO 5" GRAINED STONE IN GABION BASKETS ALONG THE PERIMETER OF THE ROADWAY AS SHOWN IN THE CONSTRUCTION DETAIL SHEETS.
  9. THE CONTRACTOR SHALL USE APPROXIMATELY 50 CY OF PREVIOUSLY EXCAVATED ON-SITE SAND AS BACKFILL MATERIAL ABOVE THE GABION BASKETS. NO SAND WILL BE IMPORTED TO THE PROJECT SITE.
  10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEW YORK STATE GUIDELINES FOR URBAN EROSION AND SEDIMENT CONTROL MANUAL, LATEST EDITION. CONTRACTOR SHALL REFER TO THE GUIDELINES FOR ADDITIONAL INFORMATION.

TOTAL VILLAGER BOUNDARY GENERATED  
 9/25/15 BY W.P. BOWMAN, LAND USE  
 ECOLOGICAL SERVICES, INC.

624' LINEAR FEET OF ROADWAY

542' LINEAR FEET OF ROADWAY



**NOTES:**

1. PRIOR TO INSTALLING THE GRADERS, THE CONTRACTOR SHALL CONTROL/COORDINATE WITH THE REPRESENTATIVE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXCAVATION OF SAND WITHIN BAY PROMENADE TO CONSTRUCT THE ROADWAY AT THE ELEVATIONS SPECIFIED.
3. THE CONTRACTOR SHALL REMOVE THE EXCAVATED MATERIALS MENTIONED ABOVE TO LOCATIONS ALONG BAY PROMENADE AS DIRECTED BY THE VILLAGE OR VILLAGE REPRESENTATIVE.
4. ALL EXISTING UTILITY POLES SHALL REMAIN UNLESS OTHERWISE DIRECTED BY THE VILLAGE. THE ROADWAY LIMITS AS PER THE UTILITY POLE FRAMING DETAIL LOCATED WITHIN THE CONSTRUCTION DETAIL SHEETS.
5. WATER MAIN LOCATIONS ARE APPROXIMATE. THE CONTRACTOR SHALL DIG TEST PITS TO LOCATE THE EXACT LOCATION OF ALL WATER MAINS AND LATERALS PRIOR TO INSTALLING/DRIVING TIMBER PILES. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHEN CONSTRUCTING THE PROPOSED IMPROVEMENTS.
6. MEAN HIGH WATER (MHW) LEVELS NORTH OF THE PROPOSED ROADWAY ARE BASED ON RECORDS AND SURVEY DATA FROM THE VILLAGE OF SALT LAIRE. THE CONTRACTOR SHALL MAINTAIN RECORDS AND ARE SIGNIFICANT WITH EXISTING BULKHEAD LOCATIONS.
7. LAUNDRY LIFT OF TOLL VEHICLES NORTH OF THE ROADWAY IS FORMULATED TO MAINTAIN RECORDS AND ARE SIGNIFICANT WITH EXISTING BULKHEAD LOCATIONS. INC ON 9/25/15.
8. THE CONTRACTOR SHALL REPORT AND INSTALL APPROXIMATELY 30.0 CUBIC YARDS OF 2" TO 5" CRUSHED STONE IN GARBAGE BASKETS ALONG THE PERIMETER OF THE ROADWAY AS SHOWN IN THE CONSTRUCTION DETAILS.
9. THE CONTRACTOR SHALL USE APPROXIMATELY 50.0 CY OF PREVIOUSLY EXCAVATED ON-SITE SAND AS BACKFILL MATERIAL ABOVE THE GARBAGE BASKETS. NO SAND WILL BE IMPORTED TO THE PROJECT SITE.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE NEW YORK STATE GUIDELINES FOR URBAN EROSION AND SEDIMENT CONTROL MANUAL, LATEST EDITION. CONTRACTOR SHALL REFER TO THE GUIDELINES FOR ADDITIONAL INFORMATION.

BID SET  
NOT APPROVED FOR CONSTRUCTION

| No. | DATE     | REVISION DESCRIPTION                              | BY  | CHKD. |
|-----|----------|---------------------------------------------------|-----|-------|
| 1.  | 04.05.16 | REVISE PLANS TO INCLUDE WAGON BACK & BROOKIN PARK | MKA | GJS   |
|     |          |                                                   |     |       |
|     |          |                                                   |     |       |
|     |          |                                                   |     |       |
|     |          |                                                   |     |       |
|     |          |                                                   |     |       |
|     |          |                                                   |     |       |
|     |          |                                                   |     |       |
|     |          |                                                   |     |       |
|     |          |                                                   |     |       |



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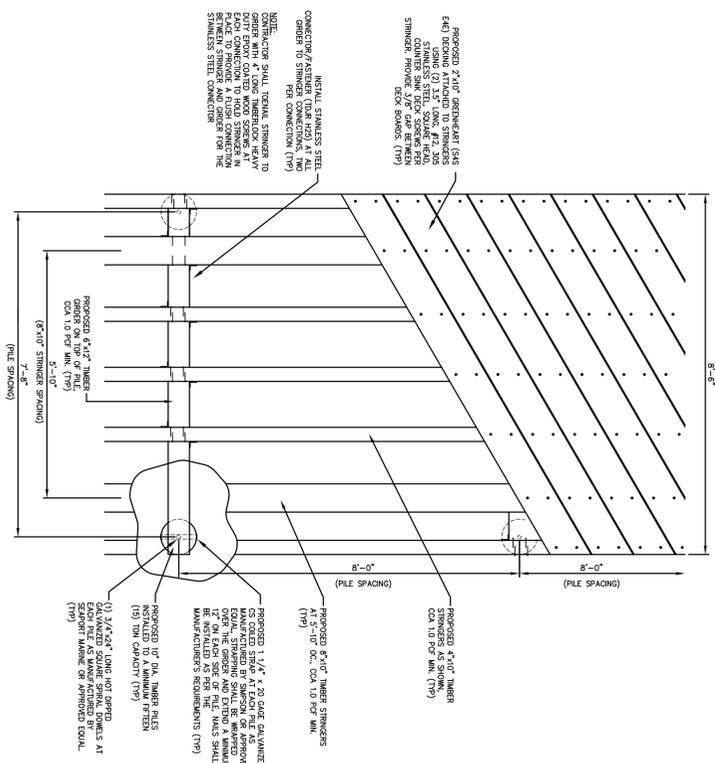
**Gregg J. Schiavone, P.E.**  
 NY State License No. 78987

**BAY PROMENADE  
RECONSTRUCTION PLANS**

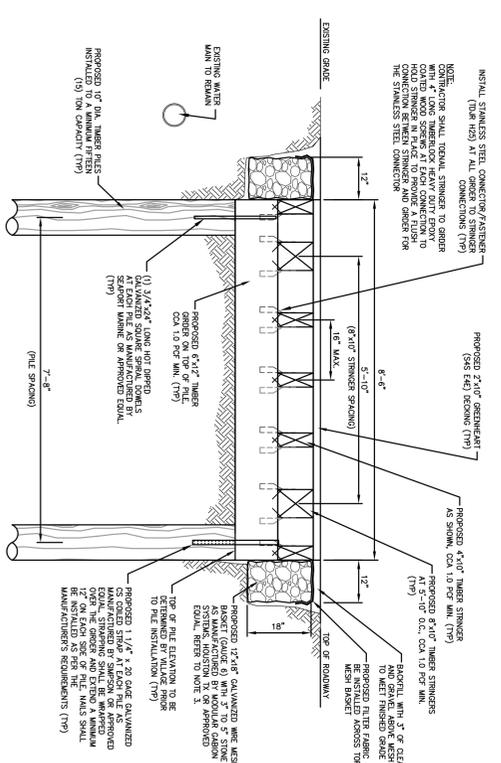
FOR THE  
**VILLAGE OF SALT LAIRE**  
TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK

**ROADWAY IMPROVEMENT PLAN  
SHEET "D"**

|          |          |            |          |          |          |             |
|----------|----------|------------|----------|----------|----------|-------------|
| DWN. BY: | MKA      | CHK'D. BY: | GJS      | SCALE:   | 1"=20'   | SHEET:      |
| DATE:    | 01.11.16 | DATE:      | 02.05.16 | JOB No.: | 2015-091 | <b>SP-7</b> |



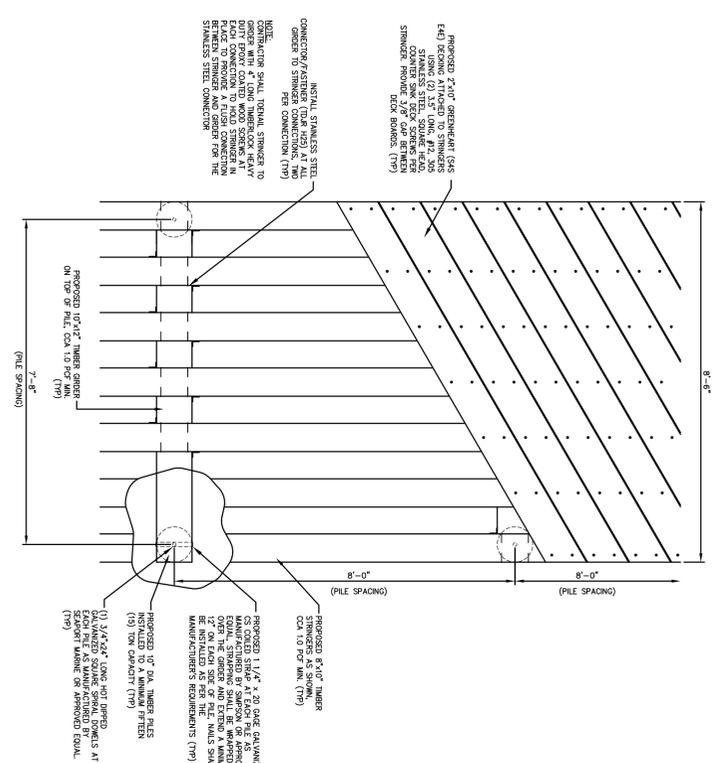
PLAN VIEW



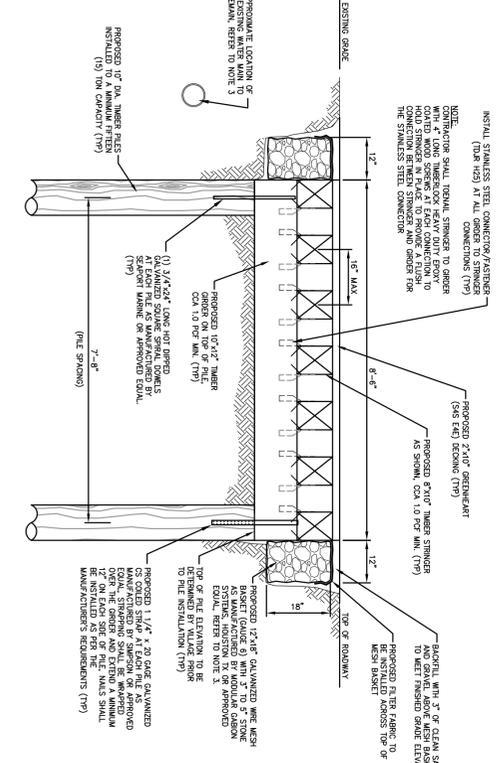
CROSS-SECTION

1. LIGHT-DUTY TIMBER ROADWAY SECTION E-E  
SCALE: 1/2"=1'-0"

- NOTES:
1. THE CONTRACTOR SHALL CORRECT THE EXACT ELEVATION OF THE PROPOSED ROADWAY WITH THE VILLAGE PRIOR TO COMMENCING CONSTRUCTION.
  2. TREAT ALL CUT ENDS OF THE PILES AND OTHER COA STRUCTURAL MEMBERS WITH A COPPER NAPHTHENATE SOLUTION WHICH CONTAINS A MINIMUM 2% COPPER (AS METAL). ALTERNATE TREATMENT SOLUTION MAY BE USED, BUT ONLY WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE OR VILLAGE ENGINEER.
  3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER AND VILLAGE FOR REVIEW AND APPROVAL PRIOR TO FABRICATING WIRE MESH BASKETS.
  4. THE ABOVE "LIGHT-DUTY" SUBSTRUCTURE AND DESIGN SHALL BE UTILIZED FOR THE RECONSTRUCTION OF BROOKIN PARK AND THE VILLAGE WAGON RACK.



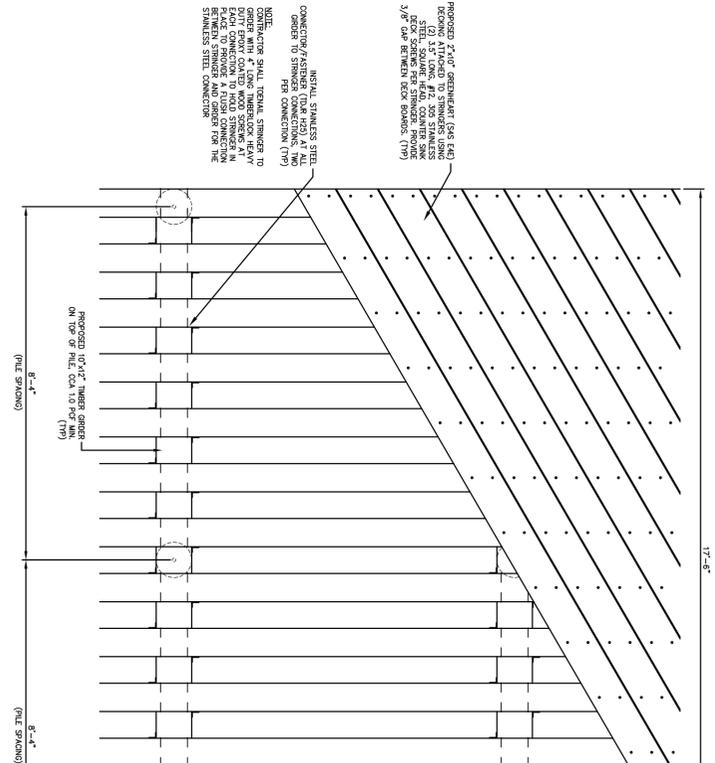
PLAN VIEW



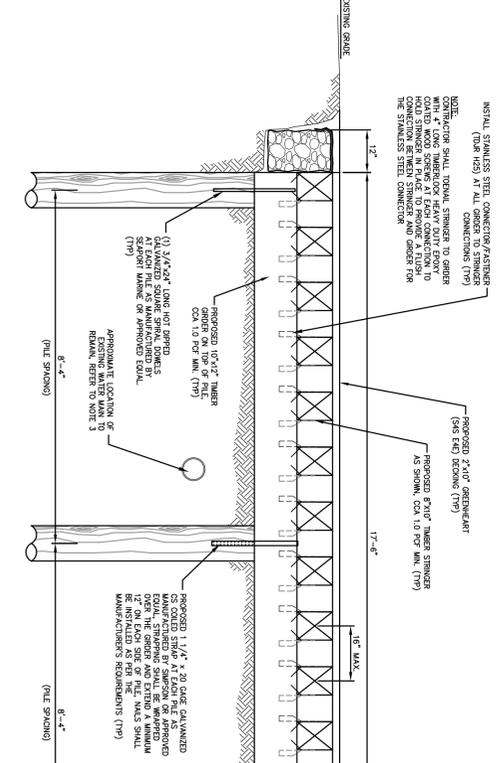
CROSS-SECTION

TIMBER ROADWAY SECTION A-A  
SCALE: 1/2"=1'-0"

- NOTES:
1. THE CONTRACTOR SHALL CORRECT THE EXACT ELEVATION OF THE PROPOSED ROADWAY WITH THE VILLAGE PRIOR TO COMMENCING CONSTRUCTION.
  2. TREAT ALL CUT ENDS OF THE PILES AND OTHER COA STRUCTURAL MEMBERS WITH A COPPER NAPHTHENATE SOLUTION WHICH CONTAINS A MINIMUM 2% COPPER (AS METAL). ALTERNATE TREATMENT SOLUTION MAY BE USED, BUT ONLY WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE OR VILLAGE ENGINEER.
  3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER AND VILLAGE FOR REVIEW AND APPROVAL PRIOR TO FABRICATING WIRE MESH BASKETS.



PLAN VIEW



CROSS-SECTION

TIMBER ROADWAY SECTION B-B  
SCALE: 1/2"=1'-0"

- NOTES:
1. THE CONTRACTOR SHALL CORRECT THE EXACT ELEVATION OF THE PROPOSED ROADWAY WITH THE VILLAGE PRIOR TO COMMENCING CONSTRUCTION.
  2. TREAT ALL CUT ENDS OF THE PILES AND OTHER COA STRUCTURAL MEMBERS WITH A COPPER NAPHTHENATE SOLUTION WHICH CONTAINS A MINIMUM 2% COPPER (AS METAL). ALTERNATE TREATMENT SOLUTION MAY BE USED, BUT ONLY WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE OR VILLAGE ENGINEER.
  3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER AND VILLAGE FOR REVIEW AND APPROVAL PRIOR TO FABRICATING WIRE MESH BASKETS.

**BID SET**  
**NOT APPROVED FOR CONSTRUCTION**

| No. | DATE     | REVISION DESCRIPTION                               | BY  |
|-----|----------|----------------------------------------------------|-----|
| 1.  | 04.05.16 | REVERSE PLANS TO INCLUDE WAGON RACK & BROOKIN PARK | MKA |
|     |          |                                                    | GJS |
|     |          |                                                    | CHD |

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NY State License No. 78987

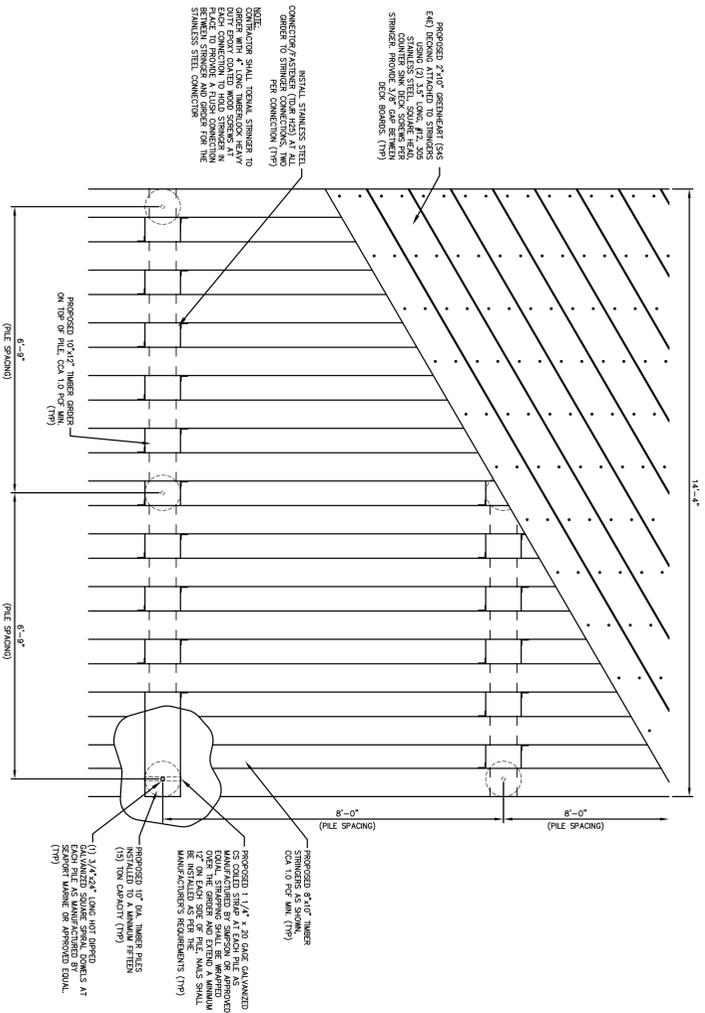
**BAY PROMENADE RECONSTRUCTION PLANS**

FOR THE  
**VILLAGE OF SALT AIRE**

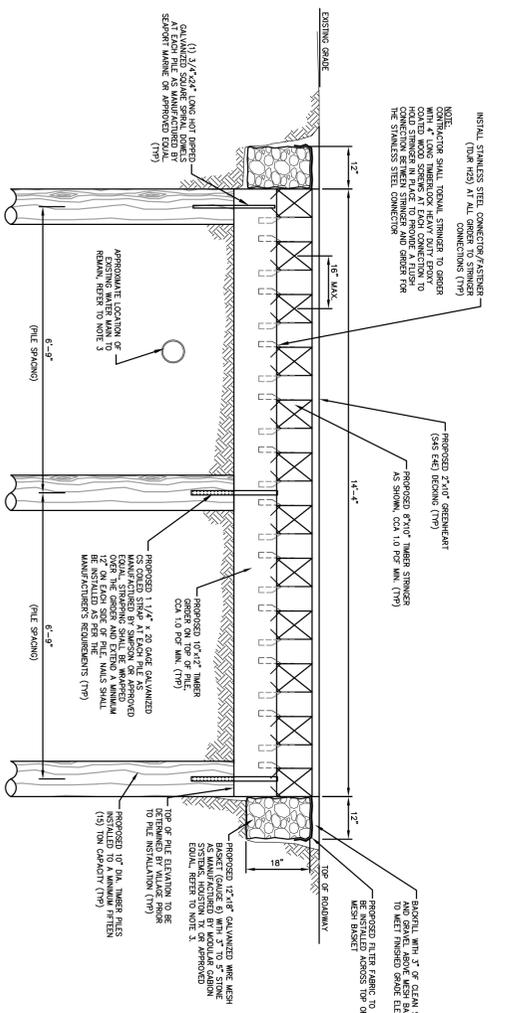
TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK

**CONSTRUCTION DETAILS**

|          |          |            |          |          |          |             |
|----------|----------|------------|----------|----------|----------|-------------|
| DWN. BY: | APC      | CHK'D. BY: | GJS      | SCALE:   | AS NOTED | SHEET:      |
| DATE:    | 01.11.16 | DATE:      | 02.05.16 | JOB No.: | 2015-091 | <b>SP-8</b> |



PLAN VIEW



TIMBER ROADWAY SECTION C-C

SCALE: 1/2"=1'-0"

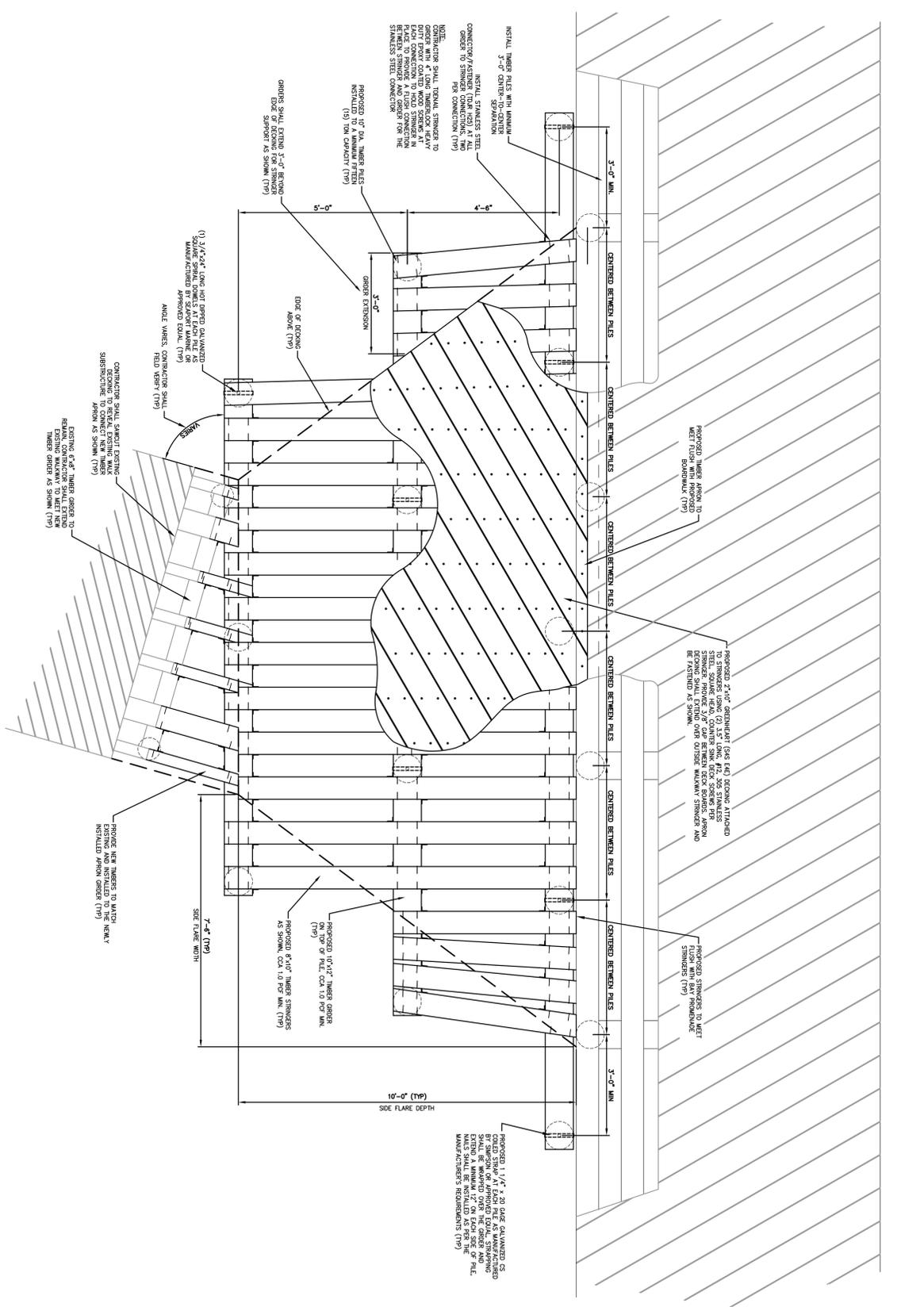
- NOTES:
1. THE CONTRACTOR SHALL CORRECT THE EXACT ELEVATION OF THE PROPOSED ROADWAY WITH THE VILLAGE PRIOR TO COMMENCING CONSTRUCTION.
  2. TREAT ALL CUT ENDS OF THE PILES AND OTHER COA STRUCTURAL MEMBERS WITH A COPPER NAPHTHENATE SOLUTION WHICH CONTAINS A MINIMUM 2% COPPER (AS METAL). ALTERNATE TREATMENT SOLUTION MAYBE USED, BUT ONLY WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE OR VILLAGE ENGINEER.
  3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER AND VILLAGE FOR REVIEW AND APPROVAL PRIOR TO FABRICATING THE MESH BASKETS.

| No. | DATE     | REVISION DESCRIPTION   | BY  |
|-----|----------|------------------------|-----|
| 1.  | 04.05.16 | NO REVISION THIS SHEET | MKA |
|     |          | REVISION DESCRIPTION   | CHD |



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PLAN VIEW

TIMBER APRON DETAILS

SCALE: 1/2"=1'-0"

- NOTES:
1. THE CONTRACTOR SHALL TRANSDUCE THE ELEVATION OF THE APRON TO MEET THE PROPOSED ROADWAY WITH THE EXISTING ROADWAYS.
  2. TREAT ALL CUT ENDS OF THE PILES AND OTHER COA STRUCTURAL MEMBERS WITH A COPPER NAPHTHENATE SOLUTION WHICH CONTAINS A MINIMUM 2% COPPER (AS METAL). ALTERNATE TREATMENT SOLUTION MAYBE USED, BUT ONLY WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE OR VILLAGE ENGINEER.

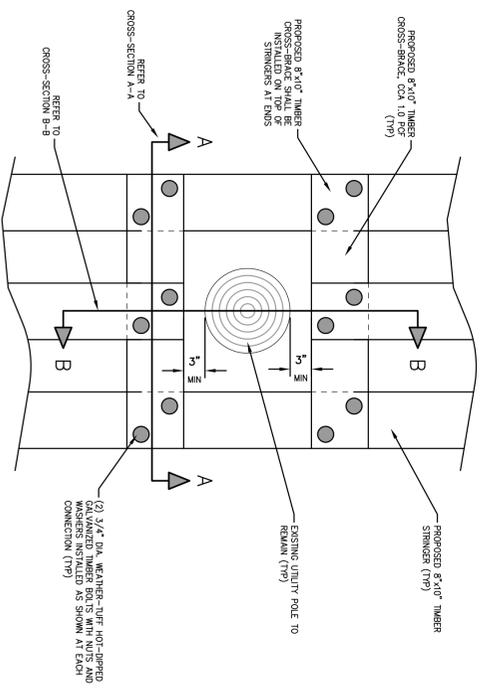
**BID SET**  
**NOT APPROVED FOR CONSTRUCTION**

BAY PROMENADE  
 RECONSTRUCTION PLANS

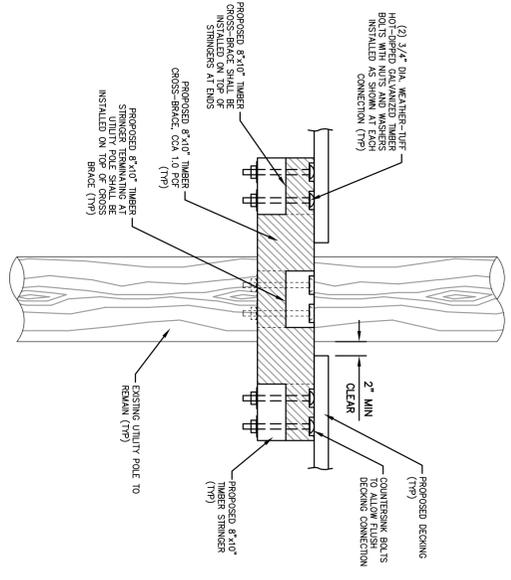
FOR THE  
 VILLAGE OF SALT AIRE

CONSTRUCTION DETAILS

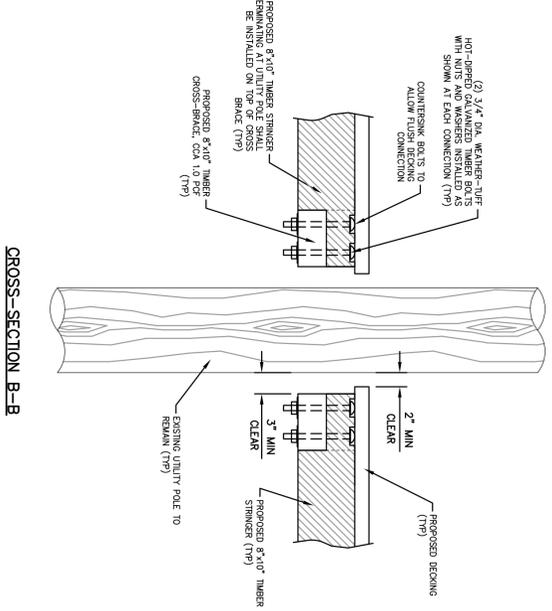
|          |          |            |          |          |          |        |
|----------|----------|------------|----------|----------|----------|--------|
| DWN. BY: | APC      | CHK'D. BY: | QJS      | SCALE:   | AS NOTED | SHEET: |
| DATE:    | 01.11.16 | DATE:      | 02.05.16 | JOB No.: | 2016-091 | SP-9   |



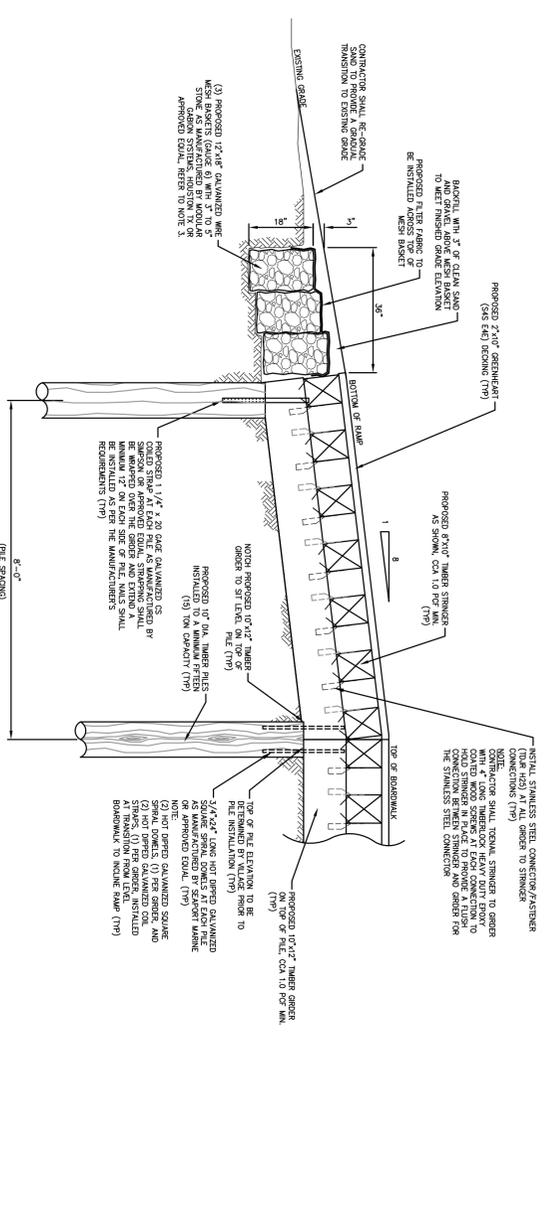
PLAN VIEW



CROSS-SECTION A-A

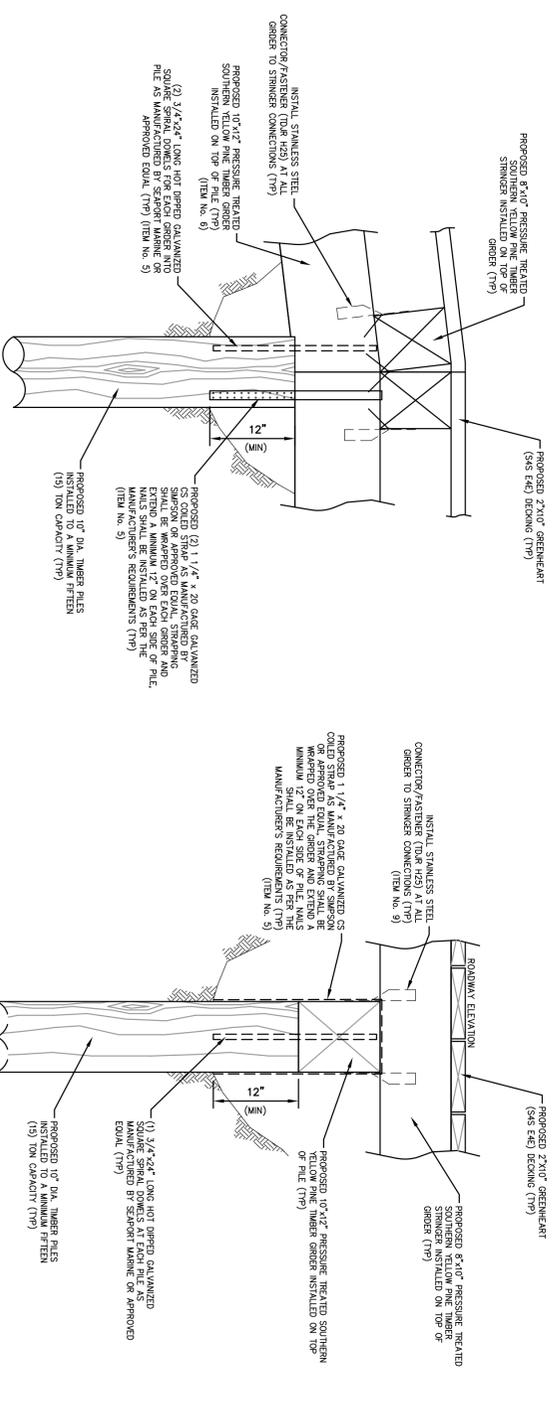


CROSS-SECTION B-B



'TYPE-A' TIMBER RAMP DETAIL

1. THE CONTRACTOR SHALL CORROBORATE THE EXACT SLOPE OF THE PROPOSED RAMP WITH THE VILLAGE PRIOR TO COMMENCING CONSTRUCTION.
2. TREAT ALL CUT ENDS OF THE PILES AND OTHER COA STRUCTURAL MEMBERS WITH A COPPER NAPHTHENATE SOLUTION WHICH CONTAINS A MINIMUM 2% COPPER (AS METAL) ALTERNATE TREATMENT SOLUTION MAYBE USED, BUT ONLY WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE OR VILLAGE ENGINEER.
3. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER AND VILLAGE FOR REVIEW AND APPROVAL PRIOR TO FABRICATING WIRE MESH BASKETS.



TIMBER PILE/GRIDER CONNECTION DETAIL

STANDARD GIRDER PILE CONNECTION

**BID SET**  
**NOT APPROVED FOR CONSTRUCTION**

**EXISTING UTILITY POLE TO REMAIN DETAIL**

SCALE: 1"=1'-0"

1. CONTRACTOR SHALL CORROBORATE EXISTING UTILITY POLE STATUS/RELOCATION WITH THE VILLAGE PRIOR COMMENCING CONSTRUCTION.
2. TREAT ALL CUT ENDS OF THE PILES AND OTHER COA STRUCTURAL MEMBERS WITH A COPPER NAPHTHENATE SOLUTION WHICH CONTAINS A MINIMUM 2% COPPER (AS METAL) ALTERNATE TREATMENT SOLUTION MAYBE USED, BUT ONLY WITH PRIOR WRITTEN APPROVAL FROM THE VILLAGE OR VILLAGE ENGINEER.

| No. | DATE     | REVISION DESCRIPTION   | BY  |
|-----|----------|------------------------|-----|
| 1.  | 04.05.16 | NO REVISION THIS SHEET | MKA |
|     |          |                        | GJS |
|     |          |                        | CHD |



Robinson, Muller & Schiavone Engineers, PC

355 New York Avenue, Huntington, New York 11743  
Phone 631-271-0576 Fax 631-271-0592 www.rmsengineering.com

**BAY PROMENADE RECONSTRUCTION PLANS**

FOR THE  
**VILLAGE OF SALT AIRE**

**CONSTRUCTION DETAILS**

|                                                        |  |                |  |                   |  |              |
|--------------------------------------------------------|--|----------------|--|-------------------|--|--------------|
| Gregg J. Schiavone, P.E.<br>NY State License No. 78987 |  | DWN. BY: APC   |  | SCALE: AS NOTED   |  | SHEET: SP-10 |
| TOWN OF ISLIP, SUFFOLK COUNTY, NEW YORK                |  | CHK'D. BY: GJS |  | JOB NO.: 2015-091 |  |              |
|                                                        |  | DATE: 01.11.16 |  | DATE: 02.05.16    |  |              |



New York State Department of Environmental Conservation  
Division of Environmental Permits, Region One  
SUNY @ Stony Brook, 50 Circle Road, Stony Brook, NY 11790-3409  
Phone: (631) 444-0365 Fax: (631) 444-0360  
Website: [www.dec.ny.gov](http://www.dec.ny.gov)



February 26, 2014

Village of Saltaire  
P.O. Box 5551  
Bay Shore NY 11706

Re: NYSDEC Reissued Permit # 1-4728-04765/00001  
Village of Saltaire  
Village Walks  
Saltaire  
Reissued Permit Expires: 12/29/2019

Dear Permittee:

In conformance with the requirements of the State Uniform Procedures Act (Article 70, ECL) and its implementing regulations (6 NYCRR, Part 621) we are enclosing your permit. Please carefully read all permit conditions contained in the permit to ensure compliance during the term of the permit. If you are unable to comply with any conditions, please contact us at the above address.

Also enclosed is a permit sign which is to be conspicuously posted at the project site and protected from the weather.

Sincerely,



Matthew R. Penski  
Environmental Analyst 1

cc: Land Use Ecological Services, Inc.  
BOH  
BOH-TW  
File



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
VILLAGE OF SALTAIRE  
PO BOX 5551  
BAY SHORE, NY 11706-0655  
(631) 583-5566

**Facility:**  
VILLAGE OF SALTAIRE WALKS  
VILLAGE WALKS AS SHOWN ON PLANS  
SALTAIRE, NY 11706

**Facility Application Contact:**  
LAND USE ECOLOGICAL SERVICES INC  
570 EXPRESSWAY DR S STE 2F  
MEDFORD, NY 11763  
(631) 727-2400

**Facility Location:** in ISLIP in SUFFOLK COUNTY

**Facility Principal Reference Point:** NYTM-E: 652.2      NYTM-N: 4500  
Latitude: 40°38'12.6"      Longitude: 73°12'00.6"

**Project Location:** Existing Village Walks

**Authorized Activity:** Maintain/reconstruct the existing walks shown on the approved plan as needed. All work shall be done in accordance with the plan prepared by Land Use Ecological Services Inc. last revised on 11/5/09 and stamped "NYSDEC APPROVED" on 12/30/09.

**Permit Authorizations**

**Freshwater Wetlands - Under Article 24**

Permit ID 1-4728-04765/00001

New Permit      Effective Date: 12/30/2014      Expiration Date: 12/29/2019

**Tidal Wetlands - Under Article 25**

Permit ID 1-4728-04765/00002

New Permit      Effective Date: 12/30/2014      Expiration Date: 12/29/2019



**NYSDEC Approval**

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.

Permit Administrator: JOHN A WIELAND, Deputy Regional Permit Administrator  
Address: NYSDEC REGION 1 HEADQUARTERS  
SUNY@ STONY BROOK 150 CIRCLE RD  
STONY BROOK, NY 11790 -3409

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

Date 02/27/2014

**Distribution List**

LAND USE ECOLOGICAL SERVICES INC  
Habitat  
Habitat - TW  
Environmental Permits

**Permit Components**

NATURAL RESOURCE PERMIT CONDITIONS

GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS

NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following Permits: FRESHWATER WETLANDS; TIDAL WETLANDS**

**1. Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Land Use Ecological Services Inc. last revised on 11/5/09 and stamped "NYSDEC APPROVED" on 12/30/09.

**2. Notice of Commencement** At least 48 hours prior to commencement of the project, the permittee and contractor shall sign and return the top portion of the enclosed notification form certifying that they are fully aware of and understand all terms and conditions of this permit. Within 30 days of completion of project, the bottom portion of the form must also be signed and returned, along with photographs of the completed work.



3. **No Equipment in Wetland** Heavy equipment, including bulldozers, backhoes, payloaders, etc., shall not be operated in the wetland, except from existing walkways.
4. **Storage of Equipment, Materials in Tidal Wetland Areas** The storage of construction equipment and materials shall be confined to within the existing walkways or upland areas greater than 75 ft. from the tidal wetland boundary.
5. **Equipment Storage 100' from Wetland, Water Body** All equipment and machinery shall be stored and safely contained greater than 100 feet landward of the regulated wetland or water body at the end of each work day. This will serve to avoid the inadvertent leakage of deleterious substances into the regulated area.
6. **Install, Maintain Erosion Controls** Necessary erosion control measures, i.e., straw bales, silt fencing, etc., are to be placed on the downslope edge of any disturbed area. This sediment barrier is to be put in place before any disturbance of the ground occurs and is to be maintained in good and functional condition until thick vegetative cover is established.
7. **Work Area Limits** Any work, disturbance, and or storage of construction materials shall be confined to within the limit of clearing and ground disturbance shown on the approved plan.
8. **Straw Bales to Be Entrenched** Straw bales shall be entrenched two to four inches into the ground.
9. **Maintain Bales** The bales shall be maintained, repaired and replaced as often as necessary to ensure proper function, until all disturbed areas are permanently vegetated. The average useful life of a bale is approximately 3-4 months. Sediments trapped by the bales shall be removed to an approved upland location before the bales themselves are removed.
10. **Silt Screen to Be Recessed** Silt screen shall be recessed six inches into the ground.
11. **Maintain Silt Screen** The screen shall be maintained, repaired and replaced as often as necessary to ensure proper function, until all disturbed areas are permanently vegetated. Sediments trapped by the screen shall be removed to an approved upland location before the screen is removed.
12. **No Disturbance to Vegetated Tidal Wetlands** There shall be no disturbance to vegetated tidal wetlands or protected buffer areas as a result of the permitted activities.
13. **Woody Vegetation** No removal of woody vegetation is permitted even within the limit of clearing, grading and ground disturbance. Maintenance trimming of woody vegetation is permitted.
14. **Temporary Mulch, Final Seeding** If seeding is impracticable due to the time of year, a temporary mulch shall be applied and final seeding shall be performed at the earliest opportunity when weather conditions favor germination and growth but not more than six months after project completion.
15. **Seed, Mulch Disturbed Areas** All areas of soil disturbance resulting from this project shall be seeded with an appropriate perennial grass, and mulched with straw immediately upon completion of the project, within two days of final grading, or by the expiration of the permit, whichever is first.



**16. Minimum % Vegetative Cover** Suitable vegetative cover is defined as a minimum of 85 % area vegetative cover with contiguous unvegetated areas no larger than 1 square foot in size.

**17. Use Pressure Treated Wood** Where treated wood lumber is to be used in the construction of in-water structures, only pressure treated wood with a preservative and treatment process approved (stamped or otherwise marked as certified) by the American Wood Preservative Association can be used. Wood treated with CCA (Chromated Copper Arsenate) or ACQ (Alkaline Copper Quat) can be used in all aquatic environments. Wood treated with Pentachlorophenol can only be used in freshwater applications.

**18. Wood Debris and Wash Water** All treated wood must be aged in the open air for at least three months prior to in-water use. Wood with surface deposits must be washed for at least 5 minutes under running water prior to use. This washing must occur more than 100 feet from a wetland or waterbody. Wash water and any wood debris, such as sawdust, must not enter any wetland or waterbody.

**19. Prohibited Treated Wood** Creosote treated wood products cannot be used in New York State, except by the following entities: railroad companies for track and grade infrastructure; corporate, public and municipal owned electric utilities for utility poles.

**20. Materials Disposed at Upland Site** Any demolition debris, excess construction materials, and/or excess excavated materials shall be immediately and completely disposed of on an approved upland site more than 100 feet from any regulated freshwater wetland. These materials shall be suitably stabilized so as not to re-enter any water body, wetland, or wetland adjacent area.

**21. No Construction Debris in Wetland or Adjacent Area** Any debris or excess material from construction of this project shall be completely removed from the adjacent area (upland) and removed to an approved upland area for disposal. No debris is permitted in wetlands and/or protected buffer areas.

**22. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

**23. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.



**24. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

**25. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71- 0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.



**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC REGION 1 HEADQUARTERS  
SUNY @ STONY BROOK|50 CIRCLE RD  
STONY BROOK, NY11790 -3409

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Tidal Wetlands, Freshwater Wetlands.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;
- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
- e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.

**6. Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.



## NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

### **Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

### **Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

### **Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

### **Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

New York State  
Department of Environmental Conservation



The Department of Environmental Conservation (DEC) has issued permit(s) pursuant to the Environmental Conservation Law for work being conducted at this site. For further information regarding the nature and extent of work approved and any Departmental conditions on it, contact the Regional Permit Administrator listed below. Please refer to the permit number shown when contacting the DEC.

**1-4728-04765/00001**

Regional Permit Administrator

Permit Number

**ROGER EVANS**

Expiration Date

**12/29/2019**

NOTE: This notice is NOT a permit

# **APPENDIX A**

**SUPPLEMENTARY CONDITIONS  
FOR CONTRACTS (EXHIBIT E)**

**DEFINITIONS**

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“GOSR”: Governor’s Office of Storm Recovery and its successors and assigns, as well as the Housing Trust Fund Corporation and its successors and assigns, and its parent entities and their successors and assigns.

“Subrecipient”: \_\_\_\_\_

“Contractor”: \_\_\_\_\_

When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “Subrecipient” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

**ORDER OF PRECEDENCE**

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In the event of a conflict between the terms of these Supplementary Conditions and the terms of the remainder of the contract (including any other attachments thereto and amendments thereof), the terms of these Supplementary Conditions shall control.

In the event of a conflict among the requirements found in these Supplementary Conditions, which conflict would make it impossible to comply with all of the requirements set forth herein, the provisions shall be applied with the following priority:

- (1) Part I: Required Federal Provisions; then
- (2) Part II: Required State Provisions;

and the remaining requirements shall be interpreted in a manner so as to allow for the terms contained therein to remain valid and consistent with such superseding provisions. If any provision of these Supplementary Conditions relates to a matter embraced by another provision(s) of these Supplementary Conditions, but is not in conflict therewith, all such provisions shall apply. Any question as to which requirements control in a particular instance which cannot be resolved by Contractor and Subrecipient shall be submitted in writing (indicating the issue and the applicable provisions) by Subrecipient to GOSR, which shall decide the applicable question.

## **PART I: REQUIRED FEDERAL PROVISIONS**

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The following terms and conditions apply to any contract for which any portion of the funding is derived from a grant made by the United States Department of Housing and Urban Development (“HUD”).

### **GENERAL CONDITIONS**

- 1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED.** Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 2. STATUTORY AND REGULATORY COMPLIANCE.** Contractor shall comply with all laws and regulations applicable to the Community Development Block Grant-Disaster Recovery funds appropriated by the Disaster Relief Appropriations Act, 2013 (Pub. L. 113-2), including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.
- 3. BREACH OF CONTRACT TERMS.** The Subrecipient and GOSR reserve their rights to all administrative, contractual, or legal remedies, including but not limited to suspension or termination of this contract, in instances where the Contractor or any of its subcontractors violate or breach any contract term. If the Contractor or any of its subcontractors violate or breach any contract term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- 4. REPORTING REQUIREMENTS.** The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the Subrecipient and GOSR. The Contractor shall cooperate with all Subrecipient and GOSR efforts to comply with HUD requirements and regulations pertaining to reporting, including but not limited to 2 CFR Part 200 and 24 C.F.R. § 570.507.
- 5. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the federal government, GOSR, and the Subrecipient in any resulting invention in accordance with 37 C.F.R. Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

**6. DEBARMENT, SUSPENSION, AND INELIGIBILITY.** The Contractor represents and warrants that it and its subcontractors are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424. The Contractor shall notify the Subrecipient and GOSR should it or any of its subcontractors become debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs subject to 2 C.F.R. Part 2424.

**7. CONFLICTS OF INTEREST.** The Contractor shall notify the Subrecipient as soon as possible if this contract or any aspect related to the anticipated work under this contract raises an actual or potential conflict of interest (as described in 2 CFR Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the Subrecipient is able to assess such actual or potential conflict. The Contractor shall provide the Subrecipient any additional information necessary for the Subrecipient to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the Subrecipient, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by GOSR, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

**8. SUBCONTRACTING.** The Contractor represents to the Subrecipient that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract.

The Contractor will include these Required Federal Provisions in every subcontract issued by it so that such provisions will be binding upon each of its subcontractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

**9. ASSIGNABILITY.** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Subrecipient.

**10. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the Subrecipient, GOSR, and their agents and employees from and against any and all claims, actions, suits, charges, and judgments arising from or related to the negligence or willful misconduct of the Contractor in the performance of the services called for in this contract.

**11. TERMINATION FOR CAUSE (Applicable to contracts exceeding \$10,000).** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the Subrecipient shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this contract shall, at the option of the Subrecipient, become the Subrecipient's property and the Contractor

shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the Subrecipient for damages sustained by the Subrecipient by virtue of any breach of the contract by the Contractor, and the Subrecipient may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Subrecipient from the Contractor is determined.

**12. TERMINATION FOR CONVENIENCE (Applicable to contracts exceeding \$10,000).**

The Subrecipient may terminate this contract at any time by giving at least ten (10) days' notice in writing to the Contractor. If the contract is terminated by the Subrecipient as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date.

**13. LOBBYING (Applicable to contracts exceeding \$100,000).** The Contractor certifies, to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**14. BONDING REQUIREMENTS (Applicable to construction and facility improvement contracts exceeding \$100,000).**

The Contractor shall comply with New York State bonding requirements, unless they have not been approved by HUD, in which case the Contractor shall comply with the following minimum bonding requirements:

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the Contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the Contractor’s obligations under such contract.
- C. A payment bond on the part of the Contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**15. ACCESS TO RECORDS.** The Subrecipient, GOSR, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are related to this contract, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions.

**16. MAINTENANCE/RETENTION OF RECORDS.** All records connected with this contract will be maintained in a central location and will be maintained for a period of at least four (4) years following the date of final payment and close-out of all pending matters related to this contract, provided that Section 1 of the Required State Provisions herein is also satisfied.

### **CIVIL RIGHTS AND DIVERSITY PROVISIONS**

**17. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.** The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 CFR Part 200. Contractor will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of the contract. As used in these Required Federal Provisions, the terms “small business” means a business that meets the criteria set forth in Section 3(a) of the Small Business Act, as amended (15 U.S.C. § 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed, or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

The Contractor will take necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used in subcontracting when possible. Steps include:

- A. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- B. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- D. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.

**18. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063.** The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the Program assisted hereunder, will not itself so discriminate.

**19. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974.** The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

**20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990.** The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations

The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance from HUD.

**21. AGE DISCRIMINATION ACT OF 1975.** The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**22. NONDISCRIMINATION.**

The Contractor shall comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 C.F.R. § 570.607. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974 are still applicable. The Contractor shall comply with all other federal statutory and constitutional non-discrimination provisions. 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, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- G. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. The Contractor will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

With respect to construction contracts and subcontracts exceeding \$10,000, The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967; Executive Order 11478 of August 8, 1969; Executive Order 12107 of December 28, 1978; Executive Order 12086 of October 5, 1978; and as supplemented in Department of Labor regulations (41 C.F.R. Part 60). Subrecipient shall include the following Specifications, which are required pursuant to 41 CFR 60-4.3 in all federally assisted contracts and subcontracts. For the purposes of the Equal

Opportunity Construction Contract Specifications and Clause below, the term “Construction Work” means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

**Standard Federal Equal Employment Opportunity Construction Contract Specifications for Contracts and Subcontracts in Excess of \$10,000. (Federal Notice Required by 41 CFR 60-4.3)**

1. As used in these specifications:
  - a. “Covered area” means the geographical area described in the solicitation from which this contract resulted;
  - b. “Director” means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. “Employer identification number” means the Federal Social Security number used on the Employer’s Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. “Minority” includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor or any subcontractor at any tier, subcontracts a portion of the work involving any Construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Agreement resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan.

Each contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this Agreement resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each Construction trade in which it has employees in the covered area. Covered Construction contractors performing Construction Work in geographical areas where they do not have a Federal or federally assisted Construction contract shall apply the minority and female goals established for the geographical areas where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each Construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman sent by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where Construction Work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of Construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment

area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female Construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the Program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially

disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246 or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, Construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for hiring of local or other areas residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**23. CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to construction contracts exceeding \$10,000).** The Contractor certifies that it does not maintain or provide for its establishments, and that it does not permit employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for employees any segregated facilities at any of its establishments, and it will not permit employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the nondiscrimination clause of this contract.

As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

The Contractor further agrees that (except where it has obtained for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the nondiscrimination clause; that it will retain such certifications in its files; and that it will forward the preceding notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

**24. SECTION 503 OF THE REHABILITATION ACT OF 1973 (Applicable to contracts exceeding \$10,000).** The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.

- A. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based on their physical or mental disability in all employment practices, including the following:
1. Recruitment, advertising, and job application procedures;
  2. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  3. Rates of pay or any other form of compensation and changes in compensation;
  4. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  5. Leaves of absence, sick leave, or any other leave;
  6. Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  7. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

8. Activities sponsored by the Contractor including social or recreational programs; and
  9. Any other term, condition, or privilege of employment.
- B. The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  - C. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
  - D. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The Contractor must ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair).
  - E. The Contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment individuals with physical or mental disabilities.
  - F. The Contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

**25. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (Applicable to contracts exceeding \$100,000 in value for housing construction, rehabilitation, or other public construction).**

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

- B. The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, the availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.
- E. The Contractor will certify that any vacant employment positions, including training positions, that are filled: (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 C.F.R. Part 135.
- F. Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible: (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

H. Irrespective of any applicable federal reporting requirements as noted in the statutory language above or otherwise, Contractor shall submit quarterly reports along with any supporting documentation, in a form acceptable to Subrecipient, of its Section 3 compliance efforts to Subrecipient. Contractor may be required to consolidate all reports received from subcontractors and lower-tiered subcontractors into a single report or several reports as reasonably requested by Subrecipient. Notwithstanding the provision of such reports and supporting documentation, Contractor shall maintain copies of all reports and supporting documents as set forth in these Supplementary Conditions.

**26. FAIR HOUSING ACT.** Contractor shall comply with the provisions of the Fair Housing Act of 1968 as amended. The act prohibits discrimination in the sale or rental of housing, the financing of housing or the provision of brokerage services against any person on the basis of race, color, religion, sex, national origin, handicap or familial status. Contractor shall comply with the provisions of the Equal Opportunity in Housing Act, which prohibits discrimination against individuals on the basis of race, color, religion, sex or national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with federal funds.

### **LABOR PROVISIONS**

**27. COPELAND “ANTI-KICKBACK” ACT (Applicable to all construction or repair contracts).** Salaries of personnel performing work under this contract shall be paid unconditionally and not less often than once a month without payroll deduction or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the Copeland “Anti-Kickback Act” of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874; and 40 U.S.C. § 276c). The Contractor shall comply with all applicable “Anti-Kickback” regulations and shall insert appropriate provisions in all subcontracts covering work under this contract to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations of or exemptions from the requirements thereof.

**28. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$2,500 that involve the employment of mechanics or laborers).** The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

All laborers and mechanics employed by contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the contractors and subcontractors shall comply with all regulations

issued pursuant to that act and with other applicable federal laws and regulations pertaining to labor standards.

**29. DAVIS-BACON ACT AND OTHER LABOR COMPLIANCE (Applicable to construction contracts exceeding \$2,000 when required by federal program legislation).**

The Contractor shall comply with the Davis Bacon Act (40 U.S.C. §§ 276a to 276a-7) as supplemented by Department of Labor regulations (29 C.F.R. Part 5), and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as they apply to the performance of this agreement. In addition, Contractor shall comply with the Federal Labor Standards Provisions set forth in Form HUD-4010, available at [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12586.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12586.pdf).

All laborers and mechanics employed by contractors or subcontractors, including employees of other governments, on construction work assisted under this contract, and subject to the provisions of the Federal acts and regulations listed in this paragraph, shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis Bacon Act. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to Subrecipient and GOSR for review upon request.

If Contractor is engaged under a contract in excess of \$2,000 for construction, renovation, or repair work financed in whole or in part with assistance provided by GOSR, Contractor agrees, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, to comply and to cause all subcontractors engaged under such contracts to comply with federal requirements adopted by GOSR pertaining to such contracts and with the applicable requirements of the Department of Labor under 29 C.F.R. Parts 1, 3, 5, and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is to relieve Contractor of its obligation, if any, to require payment of the higher wage. Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

**ENVIRONMENTAL PROVISIONS**

**30. ENERGY EFFICIENCY.** The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the New York State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

**31. SOLID WASTE DISPOSAL.** Pursuant to 2 CFR § 200.322, Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (codified at 42 USC § 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable,

consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**32. CERTIFICATION OF COMPLIANCE WITH ENVIRONMENTAL LAWS.**

The Contractor and all subcontractors agree to comply with the following requirements (and their state and/or local counterparts or analogues, if any) insofar as they apply to the performance of this Agreement as any of the following may hereinafter be amended, superseded, replaced, or modified:

- A. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951, 3 C.F.R., 1977 Comp., p. 117, as interpreted at 24 C.F.R. Part 55), and Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961, 3 C.F.R., 1977 Comp., p. 121);
- B. Coastal Zone Management Act of 1972, as amended (16 U.S.C. § 1451 *et seq.*);
- C. Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. § 349, as amended), and EPA regulations for Sole Source Aquifers (40 C.F.R. Part 149);
- D. Endangered Species Act of 1973, as amended (16 U.S.C. § 1531 *et seq.*);
- E. Wild and Scenic Rivers Act of 1968, as amended (16 U.S.C. § 1271 *et seq.*);
- F. Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*);
- G. EPA regulations for Determining Conformity of Federal Actions to State or Federal Implementation Plans (40 C.F.R. Parts 6, 51, and 93);
- H. Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201 *et seq.*), and USDA regulations at 7 C.F.R. Part 658;
- I. HUD criteria and standards at 24 C.F.R. Part 51;
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, Feb. 11, 1994 (59 FR 7629, 3 C.F.R., 1994 Comp. p. 859);
- K. Flood Disaster Protection Act of 1973, as amended (42 U.S.C. § 4001-4128);
- L. National Flood Insurance Reform Act of 1994 (42 U.S.C. § 5154a);
- M. Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 (16 U.S.C. § 3501);

- N. Runway Clear Zone regulations (24 C.F.R. Part 51);
- O. Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251, *et seq.*), commonly known as the Clean Water Act, and all regulations and guidelines issued thereunder;
- P. Environmental Protection Agency (“EPA”) regulations at 40 C.F.R Part 50, as amended;
- Q. HUD regulations at 24 C.F.R. Part 51, Subpart B, and New York State and local laws, regulations, and ordinances related to noise abatement and control, as applicable;
- R. HUD regulations at 24 C.F.R. Part 51 Subpart C regarding siting of projects near hazardous operations handling conventional fuels or chemicals of an explosive or flammable nature;
- S. HUD and EPA regulations related to asbestos-containing material and lead-based paint, including but not limited to Part 56 of Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York Department of Labor (12 NYCRR 56), the National Emission Standard for Asbestos (40 C.F.R. § 61.145), the National Emission Standard for Asbestos (40 C.F.R. § 61.150), and 24 C.F.R. Part 35 Subparts B, H, and J; and
- T. All other applicable environmental laws that may exist now or in the future.

Further, Contractor shall abide by any conditions or requirements set forth in any environmental review performed pursuant to 24 C.F.R. Part 58, which are HUD’s regulations for Responsible Entities implementing the National Environmental Policy Act.

In addition to the foregoing requirements, all nonexempt contractors and subcontractors shall furnish to the Subrecipient, the following:

- A. A stipulation by the Contractor or subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the Excluded Party Listing System pursuant to 40 C.F.R. Part 32 or on the List of Violating Facilities issued by the EPA pursuant to 40 C.F.R. Part 15, as amended.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 U.S.C. § 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. § 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the contract, is under consideration to be listed on the Excluded Party Listing System or the EPA List of Violating Facilities.

D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the government may direct as a means of enforcing such provisions.

## **PART II: REQUIRED STATE PROVISIONS**

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The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "Contract") agree to be bound by the following clauses which are hereby made a part of the Contract.

**1. ACCOUNTING RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of work done for the Subrecipient under this Contract (hereinafter, collectively, "the Records") consistent with generally accepted bookkeeping practices. The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter, provided that Section 16 of the Required Federal Provisions herein is also satisfied. The Subrecipient, GOSR, and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The Subrecipient and GOSR shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform the Subrecipient and GOSR, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Subrecipient's or GOSR's right to discovery in any pending or future litigation.

**2. NON-ASSIGNABILITY.** This Contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or disposed of without the previous consent in writing of the Subrecipient and GOSR, and any attempts to assign the Contract without such written consent are null and void. However, this Contract shall be binding upon and inure to the benefit of the Subrecipient and GOSR, and their successors and assigns.

**3. INDEMNITY.** The Contractor shall indemnify and hold New York State and the Housing Trust Fund Corporation and their employees, officers, Members and Directors (collectively, the "Indemnities") harmless from and against all claims, demands, liability, loss, cost, damage or expense, including attorney's fees, which may be incurred by the Indemnities because of negligence or malfeasance on the part of the Contractor arising out of this Contract.

**4. NON-DISCRIMINATION.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status, domestic violence victim status, pregnancy, religious practice, presence of a service animal, or criminal conviction. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section

239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract. Contractor is subject to fines of \$50 per person per day for any violation of Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

If directed to do so by the State Commissioner of Human Rights (“Commissioner”), the Contractor will send to each labor union to which the Contractor is bound a notice provided by the Commissioner advising of this provision. The Contractor will keep posted in conspicuous places notices of the Commissioner regarding laws against discrimination. The Contractor will state in all advertisements for employees that all qualified applicants will be afforded equal opportunities without discrimination because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

If the Contractor has fifteen or more employees, it is an unlawful employment practice for the Contractor to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to the individual’s compensation, terms, conditions, or privileges of employment, or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect an individual’s status as an employee, because of such individual’s race, color, religion, sex, or national origin, or because an individual opposed any practice made unlawful by Title VII of the Civil Rights Act of 1964, as amended, or because he or she made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under that Title, and that it shall be an unlawful employment practice to print or publish or cause to be printed or published any notice or advertisement relating to employment indicating any preference, limitation, specification, or discrimination on the basis of race, color, religion, sex, or national origin.

If the Contractor has fifteen or more employees, the Contractor: (1) will make and keep such records relevant to the determinations of whether unlawful employment practices have been or are being committed; (2) will preserve such records for such periods as the Equal Employment Opportunity Commission (“EEOC”) shall prescribe by regulation; (3) will make such reports therefrom as the EEOC shall prescribe by regulation or order; (4) must post and keep posted in conspicuous places upon its premises where notices to employees and applicants for employment are customarily posted a notice prepared or approved by the EEOC setting forth excerpts from, or summaries of, pertinent provisions of Title VII of the Civil Rights Act of 1964, as amended, and information pertinent to the filing of a complaint.

To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other state and federal statutory and constitutional non-discrimination provisions, the Contractor will comply with all non-discriminatory employment practices, will furnish all information deemed necessary by the Commissioner, and will permit the Commissioner access to its records to ascertain compliance. The Contractor will bind all subcontractors hired to perform services in connection with this Contract to the requirements of this section, take such

action for enforcement as the Commissioner may direct, and notify the Commissioner if such action results in litigation. This Contract may be terminated by Subrecipient upon the Commissioner's finding of non-compliance with this section, and the Contractor may be declared ineligible for future contracts with an agency of the state or a public authority until the Contractor satisfies the Commissioner of compliance.

**5. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby the Agency or Agencies, is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Agency or Agencies, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

- A. The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Subrecipient's contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
- B. At the request of the Subrecipient or GOSR, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and
- C. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of this Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of A through C above in every subcontract. Section 312 does not apply to: (i) work, goods or services unrelated to this Contract; or (ii) employment outside New York State. Subrecipient and GOSR shall consider compliance by a Contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The Subrecipient and GOSR shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, Subrecipient and GOSR shall waive the applicability of Section 312 to the extent of such duplication or conflict.

Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**6. OPPORTUNITIES FOR MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES.** Contractor shall make a good faith effort to solicit active participation by enterprises identified in the New York State Minority and Women-Owned Business Enterprises Directory of Certified Firms in order to promote Subrecipient's obligation to make good-faith efforts to promote and assist the participation of certified M/WBEs through the use of contractors and their subcontractors in an amount equal to fifteen percent (15%) minority-owned business enterprises ("MBE") and fifteen percent (15%) women-owned business enterprises ("WBE").

Contractor agrees to be bound by the provisions of Section 316 of Article 15-A of the Executive Law, which pertain to enforcement of Article 15-A.

**7. PROPRIETARY INFORMATION.** All memoranda, analyses, spreadsheets and other pertinent documents or writings, including reports and financial statements developed or prepared by, or for, the Contractor in connection with the performance of this Contract are "Proprietary Information" and shall be, and remain, the property of the Subrecipient. All original documents constituting Proprietary Information shall be delivered to the Subrecipient by the Contractor, or any subcontractor, or any other person possessing them, upon the termination of this Contract or upon the earlier request of the Subrecipient, except that the Contractor may retain copies for its files. Proprietary Information may not be utilized, disclosed or otherwise made available to other persons by the Contractor without the prior written approval of the Subrecipient. The provisions of this section shall be in addition to, and not in derogation of, any duty imposed upon the Contractor by any law, regulation or rule governing professional conduct respecting confidentiality.

**8. COPYRIGHT.** If this Agreement results in any copyrightable material or inventions, the Subrecipient, GOSR, and/or HUD reserve the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes. This clause shall survive indefinitely the termination of this Agreement for any reason.

**9. ENVIRONMENTAL LAWS.** Contractor shall comply with any and all applicable New York State and local environmental laws, including all permits and approvals issued thereunder. Additionally, Contractor shall comply with any and all conditions or requirements set forth in an environmental review performed pursuant to the State Environmental Quality Review Act.

**10. SECTION HEADINGS.** The caption of sections in this Contract are inserted solely for convenience of reference and are not intended to define, limit, or describe the scope of this Contract or any provision hereof or to otherwise affect this Contract in any way. The section headings shall not be considered in any way in construing this Contract.

**11. COUNTERPARTS.** This Contract may be executed in any number of counterparts. Each such counterpart shall be deemed to be a duplicate original. All such counterparts shall constitute but one and the same instrument.

**12. GOVERNING LAW.** This Contract has been executed and delivered in, and shall be construed and enforced in accordance with the laws of, the State of New York. In the event of conflict between New York State law and federal laws and regulations, the latter shall prevail.

**13. WORKERS' COMPENSATION.** This Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**14. NO ARBITRATION.** Disputes involving this Contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**15. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service of process hereunder shall be complete upon the Contractor's actual receipt of process or upon the Subrecipient's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Subrecipient, in writing, of each and every change of address to which service of process can be made. Service of process by the Subrecipient to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**16. NON-COLLUSIVE BIDDING CERTIFICATION.** If this Contract was awarded based upon the submission of a bid or proposal, the Contractor affirms, under penalty of perjury, that the prices in its bid or proposal were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, or as to any matter relating to such prices with any other Contractor or with any competitor.

**17. LOBBYING REFORM LAW DISCLOSURE.** If the procurement of the goods or services provided herein were applicable to Lobbying Reform Law Disclosure as pursuant to State Finance Law §§139-j and 139-k, the Subrecipient reserves the right to terminate this Contract in the event it is found that the certification filed by the Offerer/Bidder in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Subrecipient may exercise their termination right by providing written notification to the Contractor.

**18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York

State Finance Law), and shall permit independent monitoring of compliance with such principles.

**19. GENERAL RESPONSIBILITY LANGUAGE.** The Contractor shall at all times during Contract term remain responsible. The Contractor agrees, if requested by Subrecipient or GOSR, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

For purposes of this Agreement, Contractor responsibility generally means that the Contractor has the integrity to justify the award of public dollars and the capacity to perform the requirements of this Contract fully. In connection herewith, to the extent that the Subrecipient may make certain determinations with respect to Contractor responsibility, wherein the Subrecipient determines whether it has reasonable assurances that a Contractor is responsible, is an important part of the procurement process, promoting fairness in contracting, mitigating contract issues, and protecting the Contractor and the Subrecipient against failed contracts. In making such a responsibility determination, the Subrecipient shall evaluate the Contractor's responsibility with respect to four factors: (i) financial and organizational capacity; (ii) legal authority to do business in New York State; (iii) integrity; and (iv) previous performance.

**20. SUSPENSION OF WORK (for Non-Responsibility).** The Subrecipient reserves the right to suspend any or all activities under this Contract, at any time, when the Subrecipient discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Subrecipient issues a written notice authorizing a resumption of performance under the Contract.

**21. TERMINATION (for Non-Responsibility).** Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Subrecipient staff, the Contract may be terminated by the Subrecipient at the Contractor's expense where the Contractor is determined by the Subrecipient to be non-responsible. In such event, the Subrecipient may complete the contractual requirements in any manner they deem advisable and pursue available legal or equitable remedies for breach.

**22. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Subrecipient.

During the term of the Contract, should the Subrecipient receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Subrecipient will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Subrecipient shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The Subrecipient reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**PART III: INSURANCE**

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A. Unless otherwise directed by GOSR, Contractor shall procure and maintain without interruption, at its sole cost and expense, during the term of this Agreement (or any extensions thereof) and for a period of two years thereafter, insurance of the type, and with limits and deductibles, as follows:

- a. Commercial General Liability Insurance and Excess Liability Insurance. Providing both bodily injury (including death) and property damage insurance with limits in the aggregate and per occurrence in accordance with the following table:

| Construction Contract Value | Commercial General Liability in combination with Excess (Umbrella) Liability |                   |
|-----------------------------|------------------------------------------------------------------------------|-------------------|
|                             | Each Occurrence                                                              | General Aggregate |
| < \$10M                     | \$2,000,000                                                                  | \$2,000,000       |
| >\$10M - \$50M              | \$5,000,000                                                                  | \$5,000,000       |
| >\$50M                      | \$10,000,000                                                                 | \$10,000,000      |

Such insurance is to be written on an occurrence basis with defense outside of limits. New York State, the New York State Housing Trust Fund Corporation, and the Subrecipient shall each be named as an additional insured. The minimum required level of insurance may be provided through a combination of commercial general liability and umbrella and/or excess liability policies.

- b. Automobile Liability and Property Damage Insurance. In an amount not less than One Million Dollars (\$1,000,000) combined single limit for both Bodily Injury and Property Damage.
- c. Professional Liability. If the Contractor is engaged in providing professional services under this Agreement, professional errors and omissions coverage with a limit not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence. If the Contractor is not engaged in providing professional services under this Agreement, this professional errors and omissions coverage is not required.
- d. Worker’s Compensation. Covering workers’ compensation and employers’ liability and disability benefits as required by the State of New York.

B. In addition to the foregoing, Contractor and any subcontractors shall procure and maintain any and all insurance which is required by any applicable current or future law, rule, regulation, ordinance, permit, license, order or other legal requirement.

C. All insurance shall be primary and non-contributory and shall waive subrogation against GOSR and the Subrecipient and all of either of their former, current, or future officers, directors, and employees. No deductible of more than \$50,000 shall be permitted without

advance written approval by GOSR, which GOSR may withhold, condition or deny in its sole and exclusive discretion.

- D. The Contractor shall provide Certificates of Insurance to GOSR and the Subrecipient prior to the commencement of work and shall provide full and complete copies of the actual policies and all endorsements upon request. Subcontractors under this Agreement shall be required to maintain insurance meeting all of the requirements set forth in Section A above for items a-d; however Contractor shall require subcontractors to maintain greater limits and/or other or additional insurance coverages if greater limits and/or other or additional insurance coverages are (a) generally imposed by the Contractor given its normal course of business for subcontracts for similar work or services to those being provided by the subcontractor at issue; or (b) reasonable and customary in the industry for similar work or services to those anticipated hereunder.
- E. If the above insurance requirements are potentially excessive because they exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to, waive, decrease, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to waive, decrease, alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no waiver, decrease, alteration or amendment shall be made except as approved in advance and in writing by GOSR.
- F. If the above insurance requirements are potentially inadequate because they do not meet or exceed the type and/or amount of insurance which is reasonable and customary for similar work or services in the same general geographic area, Contractor shall, within fifteen (15) calendar days of the execution of this Agreement, provide written notice of the same to GOSR, along with a written summary of the type and amount of insurance Contractor believes is reasonable and customary for similar work or services in the same general geographic area. GOSR may, in GOSR's sole and exclusive discretion, but is under no obligation to increase, supplement, expand, or otherwise alter or amend the insurance requirements in light of this notice. However, notwithstanding anything to the contrary herein, nothing in this paragraph requires or shall be deemed to require GOSR to increase, supplement, expand, or otherwise alter or amend, in whole or in part, any insurance requirements as a result of the foregoing notice from Contractor or for any other reason, and no increase, supplement, expansion or other alteration or amendment shall be made except in an amendment to this Agreement, as approved in advance and in writing by GOSR.

## PART IV: REPORTING

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**Elation Systems, Inc.** is a provider of cloud-based diversity and labor compliance reporting and management services. The Governor's Office of Storm Recovery (GOSR) has adopted this web-based compliance management system to help all of its Contractors, Subrecipients, and Subrecipient's Contractors receiving federal funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 reporting requirements.

Contractors, Subrecipients, and Subrecipient's Contractors must comply with instructions from GOSR on how and when to meet all reporting requirements, and how to utilize Elation to satisfy those requirements.

To this end, all Contractors, Subrecipients, and Subrecipient's Contractors must register with Elation Systems and attend an online training on the use of this tool. GOSR offers a series of virtual training events. GOSR requires all parties receiving federal funds through GOSR programs to use the Elation Systems application to make reporting requirements easier, faster and simpler to complete.

Prior to participating in training, it is necessary to create an Elation account. An account may be created at <https://www.elationsys.com/app/Registration/>.

Questions related to reporting requirements should be directed to GOSR's Monitoring and Compliance team at [stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov](mailto:stormrecovery.dl.gosr-monitoring&compliance@stormrecovery.ny.gov).

# **APPENDIX B**

**SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FOR  
PARTICIPATION BY MINORITY and WOMEN OWNED  
BUSINESS ENTERPRISES**

## **SUPPLEMENTAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION BY MINORITY and WOMEN OWNED BUSINESS ENTERPRISES**

Good Faith Efforts – To show that the Contractor (i.e., the winning bidder) has made good faith efforts to comply with the M/WBE participation goals of this contract and the utilization plan submitted by the Contractor, Contractor will be required to submit documentation demonstrating good faith efforts. The following criteria are examples of good faith effort actions:

- a. Did the Contractor make written solicitations in a timely fashion including the provision of plans, specifications and contract terms, to MWBEs listed in the directory of certified businesses, and did the businesses solicited respond in a timely fashion?
- b. Did the Contractor place phone calls in order to communicate opportunities? Direct solicitation of MWBEs tends to be one of the more successful efforts; it can open lines of communication with otherwise unfamiliar contractors, as well as expedite the plan process.
- c. Did the Contractor place advertisements in appropriate general circulation, trade and minority and women-owned publications in a timely fashion?
- d. Subcontractors should be included in the development of the MWBE participation plan. Goal attainment is most successful when there is cooperation from subcontractors to provide opportunities for MWBEs on portions of work they intend to complete or in the purchase of materials and equipment.
- e. For larger projects, the division of work may be too vast for some smaller MWBEs, therefore, contractors should consider restructuring or unbundling work components so that smaller portions of work can be offered to these firms.
- f. Were the subcontract terms and conditions offered to M/WBEs comparable to those offered in the ordinary course of the Contractor's business and to other subcontractors on the contract?

# **APPENDIX C**

## **FEDERAL LABOR STANDARDS PROVISIONS**

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

**SUMMARY OF AND  
IMPLEMENTATION GUIDELINES FOR  
§ 139-J OF THE STATE  
FINANCE LAW**

# **SUMMARY OF AND IMPLEMENTATION GUIDELINES FOR § 139-J OF THE STATE FINANCE LAW**

\* This summary is not intended to replace the need for persons to become familiar with the full requirements of the law. Please refer to the full text of the law to resolve any questions you may have with regard to your conduct under it.

Section 139-j of the State Finance Law imposes restrictions on the type of communications that a person may make to a governmental entity, such as the Municipality, concerning a governmental procurement during a period of time which the law terms the “restricted period.” These new requirements cover a wide range of government contracting transactions, including, the purchase of a commodity, service, technology, public work, construction and revenue contract, or the purchase, sale or lease of real property or the acquisition or the granting of other interests in real property (hereafter referred as “governmental procurement or procurement contract.” Any person in the private sector (hereinafter referred to as “person”) interested in contacting the Municipality concerning anyone of these types of transactions is covered under the provisions of the new law, which limits the way that such person can communicate with the Municipality during the “restricted period”, which is defined broadly as the period of time commencing from the earliest written notice announcing a government procurement all the way until the Contract is entered into by the Municipality.

For each governmental procurement, the Municipality will designate an employee or employees that may be contacted by persons concerning all aspects of the governmental procurement. The law requires that each person that contacts (in writing, orally, or via email) the Municipality concerning a governmental procurement may only make what the law terms “permissible contacts”, which means that the person: 1) shall contact only the designated person or persons identified by the Municipality in the governmental procurement documents and 2) shall not attempt to influence the procurement in a manner that would result in violation of §73(5) of the Public Officers Law (Ethical Prohibitions on Gifts to Public Officers and Employees) or in a manner that would result in violation of §74 of the Public Officers Law (The Code of Ethics).

The law specifically permits certain types of contacts by persons to the Municipality concerning the governmental procurement. These are:

- the submission of written proposals in response to a request for proposal, invitation for bids or any other method for soliciting a response from interested parties;
- the submission of written questions to a designated contact, when all written questions and responses are to be disseminated to all persons interested in such procurement;
- participation in a conference where all interested parties are invited to attend;

- written complaints made to the Municipality's legal counsel concerning the timely response to issues posed to the designated person, provided that such written complaints are made part of the procurement record;
- communications where the contract award has been tentatively made and where such communications are necessary to negotiate the terms of the procurement contract;
- requests made to the designated person or persons to review the procurement award;
- written protests, appeals, or other review proceedings to either the Municipality or an outside agency.

All communications which are reasonably inferred by the Municipality to be intended to influence the governmental procurement process or the award of such procurement in violation of the law will be recorded and made a part of the procurement record, whether such communications are made to the designated employee/s or another employee of the Municipality. Contacts made to persons other than the designated Municipality employee shall also be deemed an impermissible contact.

Any contact which is alleged to be an impermissible contact under the law will be immediately referred to and investigated by GOSR. GOSR shall promptly investigate the allegation by interviewing all employees reasonably involved or who are believed to have information about the impermissible contact. If sufficient cause exists to believe that such allegation is true, the person being investigated shall be given notice that an investigation is ongoing and such person shall be afforded an opportunity to be heard in response to the allegation either by responding in writing or by providing a statement before GOSR, whose Ethics Officer shall record by appropriate means such statement for the record. The Ethics Officer shall keep a record of the investigation and shall make a written finding of the results of such investigation and report these findings to the GOSR General Counsel.

In addition, a finding by GOSR that a person has knowingly and willingly violated the law by making an impermissible contact shall result in a determination of non-responsibility and such person and all associated subsidiaries of such person shall not be awarded the procurement contract. The determination of non-responsibility shall also be forwarded to the Commissioner of the Office of General Services (or his or her designee), which by law is required to keep a list of such determinations for public inspection. Determinations of non-responsibility must be disclosed in all future responses to New York State procurements. With few exceptions, no procurement contract shall be awarded to any person who fails to disclose findings of non-responsibility within the previous four years.

# **OTHER REQUIRED FORMS**

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

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

### COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us) or call 866-370-4672.

### DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

### RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

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

| BUSINESS ENTITY INFORMATION                                                                                                                                                                                                                                           |      |                                                    |                             |        |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------------------------------------------|-----------------------------|--------|
| <u>Legal Business Name</u>                                                                                                                                                                                                                                            |      | <u>EIN</u><br>_____                                |                             |        |
| Address of the <u>Principal Place of Business</u> (street, city, state, zip code)                                                                                                                                                                                     |      | <u>New York State Vendor Identification Number</u> |                             |        |
|                                                                                                                                                                                                                                                                       |      | Telephone<br>ext.                                  |                             | Fax    |
|                                                                                                                                                                                                                                                                       |      | Website                                            |                             |        |
| Authorized Contact for this Questionnaire                                                                                                                                                                                                                             |      |                                                    |                             |        |
| Name                                                                                                                                                                                                                                                                  |      | Telephone<br>ext.                                  |                             | Fax    |
| Title                                                                                                                                                                                                                                                                 |      | Email                                              |                             |        |
| Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive). |      |                                                    |                             |        |
| Type                                                                                                                                                                                                                                                                  | Name | EIN                                                | State or County where filed | Status |
|                                                                                                                                                                                                                                                                       |      |                                                    |                             |        |
|                                                                                                                                                                                                                                                                       |      |                                                    |                             |        |

| I. BUSINESS CHARACTERISTICS                                                                   |                             |                           |                                                          |
|-----------------------------------------------------------------------------------------------|-----------------------------|---------------------------|----------------------------------------------------------|
| 1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:   |                             |                           |                                                          |
| a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u> )                         | Date of Incorporation       |                           |                                                          |
| b) <input type="checkbox"/> <u>Limited Liability Company</u><br>( <u>LLC</u> or <u>PLLC</u> ) | Date Organized              |                           |                                                          |
| c) <input type="checkbox"/> <u>Limited Liability Partnership</u>                              | Date of Registration        |                           |                                                          |
| d) <input type="checkbox"/> <u>Limited Partnership</u>                                        | Date Established            |                           |                                                          |
| e) <input type="checkbox"/> <u>General Partnership</u>                                        | Date Established            | County (if formed in NYS) |                                                          |
| f) <input type="checkbox"/> <u>Sole Proprietor</u>                                            | How many years in business? |                           |                                                          |
| g) <input type="checkbox"/> Other                                                             | Date Established            |                           |                                                          |
| If Other, explain:                                                                            |                             |                           |                                                          |
| 1.1 Was the <u>Business Entity</u> formed in New York State?                                  |                             |                           | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:                   |                             |                           |                                                          |
| <input type="checkbox"/> United States                                                        | State                       |                           |                                                          |
| <input type="checkbox"/> Other                                                                | Country                     |                           |                                                          |

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

| <b>I. BUSINESS CHARACTERISTICS</b>                                                                                                                                                                                                                                                                       |                                                          |                                                          |                                                                  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|----------------------------------------------------------|------------------------------------------------------------------|
| 1.2 Is the <u>Legal Business Entity</u> publicly traded?                                                                                                                                                                                                                                                 | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                          |                                                                  |
| If "Yes," provide the <u>CIK code</u> or Ticker Symbol:                                                                                                                                                                                                                                                  |                                                          |                                                          |                                                                  |
| 1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?                                                                                                                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                          |                                                                  |
| <i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>                                                                                                                                                                                                    |                                                          |                                                          |                                                                  |
| If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :                                                                                                                                                                               |                                                          |                                                          |                                                                  |
| 1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .                                              | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                          |                                                                  |
| 1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?                                                                                                                                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                          |                                                                  |
| <i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>                                                                                                                                                                                                                        |                                                          |                                                          |                                                                  |
| If "Yes," provide the address and telephone number for one office located in New York State.                                                                                                                                                                                                             |                                                          |                                                          |                                                                  |
| 1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?                                                | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                                          |                                                                  |
| If "Yes," check all that apply:                                                                                                                                                                                                                                                                          |                                                          |                                                          |                                                                  |
| <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)                                                                                                                                                                                                        |                                                          |                                                          |                                                                  |
| <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)                                                                                                                                                                                                           |                                                          |                                                          |                                                                  |
| <input type="checkbox"/> <u>New York State Small Business</u>                                                                                                                                                                                                                                            |                                                          |                                                          |                                                                  |
| <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)                                                                                                                                                                                                              |                                                          |                                                          |                                                                  |
| 1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a <u>Business Entity Official</u> ; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> |                                                          |                                                          |                                                                  |
| <u>Joint Ventures</u> : Provide information for all firms involved.                                                                                                                                                                                                                                      |                                                          |                                                          |                                                                  |
| Name <i>(For each person, include middle initial)</i>                                                                                                                                                                                                                                                    | Title                                                    | Percentage of ownership<br>(Enter 0%, if not applicable) | Employment status with the firm                                  |
|                                                                                                                                                                                                                                                                                                          |                                                          |                                                          | <input type="checkbox"/> Current <input type="checkbox"/> Former |
|                                                                                                                                                                                                                                                                                                          |                                                          |                                                          | <input type="checkbox"/> Current <input type="checkbox"/> Former |
|                                                                                                                                                                                                                                                                                                          |                                                          |                                                          | <input type="checkbox"/> Current <input type="checkbox"/> Former |
|                                                                                                                                                                                                                                                                                                          |                                                          |                                                          | <input type="checkbox"/> Current <input type="checkbox"/> Former |

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

| II. AFFILIATE and JOINT VENTURE RELATIONSHIPS                                                                                                                                                                                                                                                                                                                                                                                            |                                    |                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------|
| 2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? ( <i>Attach additional pages if necessary.</i> ) |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Firm/Company Name                                                                                                                                                                                                                                                                                                                                                                                                                        | Firm/Company EIN<br>(If available) | Firm/Company's Primary Business Activity                 |
| Firm/Company Address                                                                                                                                                                                                                                                                                                                                                                                                                     |                                    |                                                          |
| Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):                                                                                                                                                                                                                                                                                                                      |                                    |                                                          |
| Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?                                                                                                                                                                                                                                                                                |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Individual's Name ( <i>Include middle initial</i> )                                                                                                                                                                                                                                                                                                                                                                                      | Position/Title with Firm/Company   |                                                          |
| 2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? ( <i>Attach additional pages if necessary.</i> )                                                                                                                                                                                                                                       |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Affiliate Name                                                                                                                                                                                                                                                                                                                                                                                                                           | Affiliate EIN (If available)       | Affiliate's Primary Business Activity                    |
| Affiliate Address                                                                                                                                                                                                                                                                                                                                                                                                                        |                                    |                                                          |
| Explain relationship with the affiliate and indicate percent of ownership, if applicable ( <i>enter N/A, if not applicable</i> ):                                                                                                                                                                                                                                                                                                        |                                    |                                                          |
| Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?                                                                                                                                                                                                                                                                                  |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Individual's Name ( <i>Include middle initial</i> )                                                                                                                                                                                                                                                                                                                                                                                      | Position/Title with Firm/Company   |                                                          |
| 2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? ( <i>Attach additional pages if necessary.</i> )                                                                                                                                                                                                                                                      |                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Joint Venture Name                                                                                                                                                                                                                                                                                                                                                                                                                       | Joint Venture EIN (If available)   | Identify parties to the Joint Venture                    |

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

### III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?  Yes  No

*If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc).*

*If less than ten, include most recent subcontracts on projects up to that number.*

3.1 Does the Business Entity currently have uncompleted construction contracts?  Yes  No

*If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at [www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc](http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc).*

*Note: Ongoing projects must be included.*

### IV. INTEGRITY – CONTRACT BIDDING

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?  Yes  No

4.1 Been subject to a denial or revocation of a government prequalification?  Yes  No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?  Yes  No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?  Yes  No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?  Yes  No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?  Yes  No

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

### V. INTEGRITY – CONTRACT AWARD

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?  Yes  No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?  Yes  No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity?  Yes  No

5.3 Had its surety called upon to complete any contract whether government or private sector?  Yes  No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?  Yes  No

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

### V. INTEGRITY – CONTRACT AWARD

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### VI. CERTIFICATIONS/LICENSES

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

- |                                                                                                                                                                                                                                                                                                        |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?                                                                                                                                                                                                       | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

**Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:**

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?                                                                                                                                                                                                                                                                                               | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                 |
| 7.1 Been the subject of:<br>(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or<br>(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?                                                                                                                                                                                                                                                                                                                                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                 |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                 |
| 7.4 Had a New York State Labor Law violation deemed willful?                                                                                                                                                                                                                                                                                                                                                                                                                                     | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                 |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?                                                                                                                                                                                                                                        | <input type="checkbox"/> Yes <input type="checkbox"/> No                                                                 |

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

### VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

*Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:*

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <p>7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul> | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|

*For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

*Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*

### VIII. LEADERSHIP INTEGRITY

*If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*

*Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:*

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| <p>8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> N/A |
| <p>8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u>?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> N/A |
| <p>8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> N/A |
| <p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <p style="padding-left: 20px;">(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</p> <p style="padding-left: 20px;">(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</p> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><input type="checkbox"/> N/A |

*For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.*

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

| <b>IX. FINANCIAL AND ORGANIZATIONAL CAPACITY</b>                                                                                                                                                                                                                                                                                                                             |                                                          |                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|------------------------------------------|
| 9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?                                                                                                                                                            | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                          |
| <i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i> |                                                          |                                          |
| 9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?                                                                                                                                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                          |
| <i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>                               |                                                          |                                          |
| 9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)                     | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                          |
| <i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>           |                                                          |                                          |
| 9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?                                                                                                                                                         | <input type="checkbox"/> Yes <input type="checkbox"/> No |                                          |
| <i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>                |                                                          |                                          |
| 9.4 What is the <u>Business Entity's</u> Bonding Capacity?                                                                                                                                                                                                                                                                                                                   |                                                          |                                          |
| a. Single Project                                                                                                                                                                                                                                                                                                                                                            | b. Aggregate (All Projects)                              |                                          |
| 9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:                                                                                                                                                                                                                                                                                       |                                                          |                                          |
| 1st Year (Indicate year )<br>Gross Sales                                                                                                                                                                                                                                                                                                                                     | 2nd Year (Indicate year )<br>Gross Sales                 | 3rd Year (Indicate year )<br>Gross Sales |
| 9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years:<br>(Estimated total value of uncompleted work on outstanding contracts)                                                                                                                                                                                                           |                                                          |                                          |
| 1st Year (Indicate year )<br>Amount                                                                                                                                                                                                                                                                                                                                          | 2nd Year (Indicate year )<br>Amount                      | 3rd Year (Indicate year )<br>Amount      |
| 9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> .<br>(This information must be attached.)           |                                                          |                                          |

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

**X. FREEDOM OF INFORMATION LAW (FOIL)**

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).  
*Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*

Yes  No

*If "Yes," indicate the question number(s) and explain the basis for the claim.*

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

**Certification**

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

**The undersigned certifies that he/she:**

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

Signature of Owner/Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_;

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

**M/WBE UTILIZATION PLAN**

**INSTRUCTIONS:** This form is submitted at the time of bid or procurement submission, or at the time of contract execution, or within a reasonable time thereafter as outlined in procurement submission instructions. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

|                        |  |                                  |  |
|------------------------|--|----------------------------------|--|
| Subrecipient Name:     |  | Project Name:                    |  |
| Offeror's Name:        |  | Federal ID Number:               |  |
| Address:               |  | Contract Number (if applicable): |  |
| City State & Zip Code: |  | Phone:                           |  |
| Location of Work:      |  |                                  |  |

| <i>M/WBE Target Goal</i> |                   |               | <i>Proposed M/WBE Participation</i> |                   |               |
|--------------------------|-------------------|---------------|-------------------------------------|-------------------|---------------|
| <i>Category</i>          | <i>Percentage</i> | <i>Amount</i> | <i>Category</i>                     | <i>Percentage</i> | <i>Amount</i> |
| <b>MBE:</b>              | %                 | \$            | <b>MBE:</b>                         | %                 | \$            |
| <b>WBE:</b>              | %                 | \$            | <b>WBE:</b>                         | %                 | \$            |
| <b>Totals:</b>           | %                 | \$            | <b>Totals:</b>                      | %                 | \$            |

| 1. Certified M/WBE Subcontractors/Suppliers Information: |          | Classification<br>NYS-ESD<br>Certified<br>(Choose One<br>Only) |     | Federal ID No. : | Detailed Description of Work: | Dollar Value of<br>Subcontractors/<br>Supplies/Services | Intended<br>performance<br>dates on each<br>component of<br>the contract |
|----------------------------------------------------------|----------|----------------------------------------------------------------|-----|------------------|-------------------------------|---------------------------------------------------------|--------------------------------------------------------------------------|
|                                                          |          | MBE                                                            | WBE |                  |                               |                                                         |                                                                          |
| A                                                        | Name:    |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Address: |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Email:   |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Phone:   |                                                                |     |                  |                               |                                                         |                                                                          |
| B                                                        | Name:    |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Address: |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Email:   |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Phone:   |                                                                |     |                  |                               |                                                         |                                                                          |
| C                                                        | Name:    |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Address: |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Email:   |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Phone:   |                                                                |     |                  |                               |                                                         |                                                                          |
| D                                                        | Name:    |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Address: |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Email:   |                                                                |     |                  |                               |                                                         |                                                                          |
|                                                          | Phone:   |                                                                |     |                  |                               |                                                         |                                                                          |

|                        |
|------------------------|
| <b>Contractor Use:</b> |
| Name of Preparer:      |
| Authorized Signature:  |
| Date:                  |
| Email:                 |
| Phone:                 |



[Name of Contractor]

---

# Section 3 Plan

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

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

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

Website: \_\_\_\_\_

Auth'd Representative: \_\_\_\_\_

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

SUBRECIPIENT NAME: (“Subrecipient”)  
CONTRACTOR NAME: (“Contractor”)  
PROJECT NAME: (the “Project”)

GENERAL POLICY STATEMENT

**Section 3 Policy Overview**

Section 3 (24 CFR Part 135.30) of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)<sup>1</sup> is intended to ensure that, to the greatest extent feasible, low- and very low-income persons receive benefits in employment and related economic opportunities when such opportunities are generated by funding from HUD. It also specifically encourages economic opportunities for households who are recipients of government assistance for housing. The Section 3 program requires that recipients of HUD funds, to the greatest extent feasible, provide (a) employment and training and (b) contracting opportunities for low- or very low-income residents in connection with construction projects (“Section 3 eligible projects”) in their neighborhoods.

SECTION 3 PLAN & PURPOSE

This document serves as the Section 3 Plan for Contractor’s work on the Project in compliance with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended. This document contains goal requirements for awarding contracts to Section 3 Business Concerns and employment opportunities for individuals.

The regulations should not be construed to mean that recipients are required to hire Section 3 residents or award contracts to Section 3 business concerns other than as needed to fulfill regulatory obligations for covered projects and activities. Contractors are not required to hire or enter into contracts with unqualified Section 3 residents or business concerns simply to meet the Section 3 goals, as anyone selected for contracting or employment opportunities must meet the qualifications for the job/contract being sought. However contractors must document their outreach efforts and, to the greatest extent feasible, attempt to source qualified Section 3 residents and business concerns to meet the goal. If the expenditure of funding for an otherwise covered project and activity does not result in new employment, contracting, or training opportunities, reporting is still required.

NUMERICAL GOALS FOR TRAINING AND EMPLOYMENT OPPORTUNITIES

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project. They apply to subrecipients and to their contractors and subcontractors.

Contractor will, to the greatest extent feasible, strive to comply with the goals established. The numerical goals established in this section represent minimum numerical targets for employment opportunities and training to Section 3 residents. A Section 3 resident is a public housing resident or a low-income or very low-income person who lives in the metropolitan area or non-metropolitan county where the Project is located. Local income levels for the Project area can be obtained online at <http://www.huduser.org/DATASETS/il.html>. The goals are as follows:

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<sup>1</sup> [http://portal.hud.gov/hudportal/documents/huddoc?id=DOC\\_12047.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=DOC_12047.pdf)

- Thirty Percent (30%) of the aggregate number of new hires/training opportunities resulting from funds awarded and continuing thereafter.

Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting the goals was not feasible.

For this contract on the Project, the Number of Section 3 jobs/training opportunities anticipated is           .

**NUMERICAL GOALS FOR CONTRACTING ACTIVITIES**

These goals apply to contract awards in excess of \$100,000 in connection with a Section 3 eligible project, and they apply to subrecipients, contractors, and subcontractors.

Contractor commits to award to Section 3 business concerns\*, through subcontracts:

- At least 10% of the total dollar amount of all Section 3 covered contracts for construction work arising in connection with housing rehabilitation, housing construction and other public construction; and
- At least 3% of the total dollar amount of non-construction contracts arising in connection with housing rehabilitation, housing construction and other public construction.

\*Section 3 Business Concerns are businesses that can provide evidence that they meet one of the following criteria:

- a) Business is 51 percent or more owned by Section 3 residents; or
- b) At least 30 percent of business' full time employees include persons that are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
- c) Business provides evidence of commitment to sub-subcontract in excess of 25 percent of the dollar award of its subcontract to business concerns that meet the qualifications in the above two clauses a and b.

**EVIDENCE OF SECTION 3 CERTIFICATION**

Any individual seeking employment or training opportunities with Contractor shall complete a Self-Certification Form and provide adequate documentation as evidence of eligibility for preference under the Section 3 program.

Any business seeking Section 3 preference in the awarding of subcontracts or purchase agreements with Contractor shall complete the HUD Section 3 Business Registry. The business seeking Section 3 preference must be able to provide adequate documentation as supporting evidence.



**TABLE B**  
**PROJECT WORKFORCE DATA**

At Least Thirty Percent (30%) of the aggregate number of *new hires/training opportunities* resulting from funds awarded and continuing thereafter.

| COLUMN 1                   | COLUMN 2                  | COLUMN 3                                                | COLUMN 4                             | COLUMN 5                                          |
|----------------------------|---------------------------|---------------------------------------------------------|--------------------------------------|---------------------------------------------------|
| Job Category               | Total Estimated Positions | No. Positions Currently Occupied By Permanent Employees | No. Positions Not Currently Occupied | No. Positions To Be Filled w/Section 3 Residents* |
| Officers/Supervisors       |                           |                                                         |                                      |                                                   |
| Professionals              |                           |                                                         |                                      |                                                   |
| Technicians                |                           |                                                         |                                      |                                                   |
| Housing Sales/Rental/Mgmt. |                           |                                                         |                                      |                                                   |
| Office Clerical            |                           |                                                         |                                      |                                                   |
| Service Workers            |                           |                                                         |                                      |                                                   |
| Others                     |                           |                                                         |                                      |                                                   |

**TRADE:**

|                      |  |  |  |  |
|----------------------|--|--|--|--|
| Journeyman           |  |  |  |  |
| Apprentices          |  |  |  |  |
| Maximum No. Trainees |  |  |  |  |
| Others               |  |  |  |  |

**TRADE:**

|                      |  |  |  |  |
|----------------------|--|--|--|--|
| Journeyman           |  |  |  |  |
| Apprentices          |  |  |  |  |
| Maximum No. Trainees |  |  |  |  |
| Others               |  |  |  |  |

\*Section 3 Residents are either residents of public housing or low- or very low-income residents of the Metropolitan Area or non-metropolitan county where the Project is located.

\*\*Local Income levels can be obtained online at <https://www.huduser.gov/portal/datasets/il.html>

**LIST OF STRATEGIES TO BE ADOPTED FOR COMPLIANCE WITH THE STATED EMPLOYMENT, TRAINING AND CONTRACTING GOALS**

In compliance with Section 3 requirements, the Contractor should submit a current list of anticipated new hires as of the date the Section 3 Plan is submitted for approval. A list of employees can be submitted on the Worker Utilization Form included in the appendices **or** an official company form that includes the same information requested on the Worker Utilization Form. **The Contractor must also develop a list of strategies to be adopted for compliance with the stated employment, training and contracting goals.**

**PLEASE NOTE:** You may check off and initial your choices below from the following list of recommended strategies which may be employed to meet Section 3 goals.

| <b>List of Strategies to choose from:</b>                                                                                                                                                                                                  | <b>Check Mark</b> | <b>Initials</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|-----------------|
| Establish a Section 3 Coordinator.                                                                                                                                                                                                         |                   |                 |
| Develop a Section 3 Plan.                                                                                                                                                                                                                  |                   |                 |
| Conduct pre-bid meeting and clearly articulate Section 3 requirements during meeting.                                                                                                                                                      |                   |                 |
| Make the pre-bid meeting mandatory.                                                                                                                                                                                                        |                   |                 |
| Conduct networking event after pre-bid meeting.                                                                                                                                                                                            |                   |                 |
| Utilize the GOSR <b>Local Workforce Opportunities Program</b> to recruit and attract Section 3 eligible applicants for posted positions.                                                                                                   |                   |                 |
| Forward procurements to Section 3 and small business concerns                                                                                                                                                                              |                   |                 |
| Forward RFPs to established list of Section 3 firms.                                                                                                                                                                                       |                   |                 |
| Clearly indicate on all job applications and websites for job postings that the position is "A Section 3 eligible job opportunity."                                                                                                        |                   |                 |
| Identify existing employees that may be Section 3 workers.                                                                                                                                                                                 |                   |                 |
| Identify existing subcontractors that may qualify as Section 3 businesses.                                                                                                                                                                 |                   |                 |
| Request current list of Section 3 eligible applicants and certified Section 3 businesses from local PHAs, chambers of commerce, ESD, and SBA.                                                                                              |                   |                 |
| Advertise job and subcontracting opportunities in local, community papers and job boards in impacted areas and communities.                                                                                                                |                   |                 |
| Encourage participation in "Meet the Prime" events.                                                                                                                                                                                        |                   |                 |
| Provide Subrecipient with acknowledgment of efforts to enforce Section 3                                                                                                                                                                   |                   |                 |
| Partner with the NY Division of Employment and Workforce Solutions ( <a href="http://labor.ny.gov/dews-index.shtm">http://labor.ny.gov/dews-index.shtm</a> ) to promote special advertisement of Section 3 job postings and opportunities. |                   |                 |
| Pro-actively contact and engage organized labor and trade unions.                                                                                                                                                                          |                   |                 |
| Request candidates from Workforce One Career Centers near the Project area.                                                                                                                                                                |                   |                 |

The following questions and your responses may be used to identify additional strategies & details.

Q1: What actions will the Contractor take to recruit skilled workers and unskilled workers?

Response: \_\_\_\_\_  
\_\_\_\_\_

Q2: Which resident associations and organizations will you contact?

Response: \_\_\_\_\_  
\_\_\_\_\_

Q3: In which newspapers, magazines, journals or other periodicals will you advertise job openings?

Response: \_\_\_\_\_  
\_\_\_\_\_

Q4: In which locations will you display recruitment posters?

Response: \_\_\_\_\_  
\_\_\_\_\_

Q5: Which labor unions or apprentice programs will you contact?

Response: \_\_\_\_\_  
\_\_\_\_\_

Q6: How else will you recruit Section 3 Residents?

Response: \_\_\_\_\_  
\_\_\_\_\_

Q7: Will you be reaching out to GOSR's Office of Diversity and Civil Rights for assistance in outreach events, training and support in approaching Union based training and apprenticeship programs?

Response: \_\_\_\_\_  
\_\_\_\_\_

### **SECTION 3 SUBMISSION OF SUPPORTING DOCUMENTATION**

The Contractor shall maintain copies of the following types of supporting documentation as applicable:

*The HUD-60002 form includes Part III Summary indicates supporting documentation is required.*

As Such, below are samples of the types of documentation applicable but not limited to the following:

- Reporting summary with metrics of strategies selected or described above
- A narrative that ties in all good faith effort components.
- Maintain a database of supporting raw data
- Copies of any Self Certification or Self-Affirmation forms for individuals and businesses.
- Completed Tables A and B (shown above) for all respective Contractors.

## SECTION 3 REPORTING & TRAINING

The Governor's Office of Storm Recovery (GOSR) has adopted a web-based compliance management system to help all its Contractors and Subrecipients receiving Federal CDBG-DR funds to adhere to Labor Compliance (Davis-Bacon), Minority and Women Owned Business (MWBE) and Section 3 Federal reporting requirements.

GOSR offers ***free virtual training sessions*** monthly. They are extensive, detailed and information rich. *Training events have duration of 2.5 hours.* We encourage you to attend as much training as needed and ask questions during your learning process.

Attendees ***must*** have an Elation Systems account. To ***register your organization/firm for a free account*** please go to <https://www.elationsys.com/app/Registration/> and follow the registration instructions to register either as an agency or project owner, or as a contractor. Once registered, you will receive an email inviting you to attend the next scheduled webinar.

We offer two types of training sessions:

- ***Contractor Training:*** Payroll and Accounts company employees
- ***Subrecipient Training:*** Project Owners/Manager(s) and or Construction Manager(s)

| <b>2016 Training Calendar</b>           |                            |
|-----------------------------------------|----------------------------|
| <b>Contractors</b>                      | <b>Subrecipients</b>       |
| January 6 <sup>th</sup>                 | January 27 <sup>th</sup>   |
| February 3 <sup>rd</sup>                | February 24 <sup>th</sup>  |
| March 2 <sup>nd</sup>                   | March 30 <sup>th</sup>     |
|                                         |                            |
| April 6 <sup>th</sup>                   | April 27 <sup>th</sup>     |
| May 4 <sup>th</sup>                     | May 25 <sup>th</sup>       |
| June 1 <sup>st</sup>                    | June 29 <sup>th</sup>      |
|                                         |                            |
| July 6 <sup>th</sup>                    | July 27 <sup>th</sup>      |
| August 3 <sup>rd</sup>                  | August 31 <sup>st</sup>    |
| September 7 <sup>th</sup>               | September 28 <sup>th</sup> |
|                                         |                            |
| October 5 <sup>th</sup>                 | October 26 <sup>th</sup>   |
| November 2 <sup>nd</sup>                | November 18 <sup>th</sup>  |
| No training events offered in December. |                            |

**Please note:**

\*All webinar sessions will be held at ***1:30pm EST***, unless otherwise noted. Elation reserves the right to change the Training Dates. Attendees will be notified of any change(s) in advance.

For additional information, contact Elation Systems – [support@elationsystems.com](mailto:support@elationsystems.com)

**Elation Required Reporting - Subrecipients, Prime Contractors, and Subcontractors**

| Report Name                                                                            | Reporting Requirements                                                                                                                                                                                           | Subrecipient       | Location in Elation                                   | Prime Contractor                                        | Prime Contractor: Professional Services Contract | Prime Contractor: Construction Contract | Subcontractor                                           | Subcontractor: Professional Services Contract | Subcontractor: Construction Contract |
|----------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-------------------------------------------------------|---------------------------------------------------------|--------------------------------------------------|-----------------------------------------|---------------------------------------------------------|-----------------------------------------------|--------------------------------------|
| Proc-5 EEO Workforce Employment Utilization                                            | Quarterly (ending 3/31, 6/30, 9/30 and 12/31)<br>1st Quarter (04/01 - 06/30)<br>2nd Quarter (07/01 - 09/30)<br>3rd Quarter (10/01 - 12/31)<br>4th Quarter (01/01 - 03/31)                                        | Quarterly          | SR Tab<br>Click on SRA Amendment, then funding source | Quarterly                                               | Payment Tab                                      | Payroll Tab                             | Quarterly                                               | Payment Tab                                   | Payroll Tab                          |
| Proc-6 M/WBE Quarterly Report                                                          | Quarterly (ending 3/31, 6/30, 9/30 and 12/31)<br>1st Quarter (04/01 - 06/30)<br>2nd Quarter (07/01 - 09/30)<br>3rd Quarter (10/01 - 12/31)<br>4th Quarter (01/01 - 03/31)                                        |                    |                                                       | Quarterly                                               | Payment Tab                                      | Payment Tab                             |                                                         |                                               |                                      |
| ADM-136 Monthly Employment Utilization Report (Cumulative Payment Statement)           | Monthly reports to be submitted quarterly (ending 3/31, 6/30, 9/30 and 12/31).                                                                                                                                   |                    |                                                       | Monthly Reports Submitted Quarterly                     | Payment Tab                                      | Payroll Tab                             | Monthly Reports Submitted Quarterly                     | Payment Tab                                   | Payroll Tab                          |
| ADM-146 Affirmation of Income Payments to MBE/WBE                                      | Quarterly (ending 3/31, 6/30, 9/30 and 12/31) (Not required for Primes who are MWBE)<br>1st Quarter (04/01 - 06/30)<br>2nd Quarter (07/01 - 09/30)<br>3rd Quarter (10/01 - 12/31)<br>4th Quarter (01/01 - 03/31) |                    |                                                       | Quarterly<br>Prime signs after subcontractor submits    | Payment Tab                                      | Payment Tab                             | Quarterly<br>Subcontractor signs first                  | Payment Tab                                   | Payment Tab                          |
| ADM-123 Cumulative Payment Statement                                                   | Quarterly (ending 3/31, 6/30, 9/30 and 12/31)<br>1st Quarter (04/01 - 06/30)<br>2nd Quarter (07/01 - 09/30)<br>3rd Quarter (10/01 - 12/31)<br>4th Quarter (01/01 - 03/31)                                        |                    |                                                       | Quarterly                                               | Payment Tab                                      | Payment Tab                             |                                                         |                                               |                                      |
| HUD 2516 Contract and Subcontract Activity                                             | Quarterly (ending 3/31, 6/30, 9/30 and 12/31)<br>1st Quarter (04/01 - 06/30)<br>2nd Quarter (07/01 - 09/30)<br>3rd Quarter (10/01 - 12/31)<br>4th Quarter (01/01 - 03/31)                                        | Quarterly          | Payment Tab<br>Click on Project Name                  | Quarterly                                               | Payment Tab                                      | Payment Tab                             |                                                         |                                               |                                      |
| <b>Section 3 Reporting</b>                                                             |                                                                                                                                                                                                                  |                    |                                                       |                                                         |                                                  |                                         |                                                         |                                               |                                      |
| HUD 60002 (Annually)                                                                   |                                                                                                                                                                                                                  |                    |                                                       |                                                         |                                                  |                                         |                                                         |                                               |                                      |
| Section 3 Summary Report (Economic Opportunities for Low- and Very Low-Income Persons) | Quarterly (ending 3/31, 6/30, 9/30 and 12/31) (Annual report to be submitted quarterly)                                                                                                                          | Quarterly/Annually | Section 3 Tab (click on Section 3 sub tab)            |                                                         |                                                  |                                         |                                                         |                                               |                                      |
| Section 3 Utilization                                                                  | Quarterly (ending 3/31, 6/30, 9/30 and 12/31)<br>1st Quarter (01/01 - 03/31)<br>2nd Quarter (04/01 - 06/30)<br>3rd Quarter (07/01 - 09/30)<br>4th Quarter (10/01 - 12/31)                                        | Quarterly          | Section 3 Tab (click on Section 3 sub tab)            |                                                         |                                                  |                                         |                                                         |                                               |                                      |
| Section 3 Workforce (Section 3 New Hire Report)                                        | Quarterly (ending 3/31, 6/30, 9/30 and 12/31)                                                                                                                                                                    |                    |                                                       | Quarterly (for contract amounts greater than \$100,000) | Section 3 Tab                                    | Section 3 Tab                           | Quarterly (for contract amounts greater than \$100,000) | Section 3 Tab                                 | Section 3 Tab                        |
| Section 3 Subcontracting (Section 3 Project Summary)                                   | Quarterly (ending 3/31, 6/30, 9/30 and 12/31)                                                                                                                                                                    |                    |                                                       | Quarterly (for contract amounts greater than \$100,000) | Section 3 Tab                                    | Section 3 Tab                           |                                                         |                                               |                                      |

## New York State Department of Labor

### Prevailing Wage

**Unemployment Benefits**

**Career Services**

**Business Services**

**Worker Protection**

**Forms and Publications**

**Home**

[Wage Schedule](#) · [Submit Notice Of Award](#) · [Submit Notice Of Project Completion](#)

**PRC#:** 2016003723

**Acceptance Status:** Accepted Article 8

**Type of Contracting Agency:** Village

**Contracting Agency**

**Send Reply To**

Village of Saltaire  
 Donna Lyunder  
 Village Treasurer  
 PO Box 5551  
 Bay Shore NY 11706

(631) 583-5566  
 (631) 583- 5986 Fax  
 donna@saltaire.org

**Project Information**

|                                  |                                                                |
|----------------------------------|----------------------------------------------------------------|
| <b>Project Title</b>             | Bay Prom Reconstruction                                        |
| <b>Description of Work</b>       | Construct Wood Boardwalk                                       |
| <b>Contract Id No.</b>           | Phase 7                                                        |
| <b>Project Location(s)</b>       | Bay Promenade                                                  |
| <b>Route No / Street Address</b> |                                                                |
| <b>Village / City</b>            | Village of Saltaire                                            |
| <b>Town</b>                      | Islip                                                          |
| <b>State / Zip</b>               | NY                                                             |
| <b>Nature of Project</b>         | Heavy and Highway Construction (New and Repair)                |
| <b>Approximate Bid Date</b>      | 05/01/2016                                                     |
| <b>Checked Occupation(s)</b>     | Construction (Building, Heavy & Highway, Sewer, Water, Tunnel) |

**Applicable Counties**

Suffolk



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Village of Saltaire

Donna Lyunder, Village Treasurer  
PO Box 5551  
Bay Shore NY 11706

Schedule Year 2015 through 2016  
Date Requested 04/15/2016  
PRC# 2016003723

Location Bay Promenade  
Project ID# Phase 7  
Project Type Construct Wood Boardwalk

### 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 2015 through June 2016. 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.state.ny.us](http://www.labor.state.ny.us). 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 30R).

## Wages and Supplements

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

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

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

## Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Village of Saltaire  
Donna Lyunder, Village Treasurer  
PO Box 5551  
Bay Shore NY 11706

Schedule Year 2015 through 2016  
Date Requested 04/15/2016  
PRC# 2016003723

Location Bay Promenade  
Project ID# Phase 7  
Project Type Construct Wood Boardwalk

### 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: _____<br>_____                       |                                                    |            |
| 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.state.ny.us](http://www.labor.state.ny.us) or made available upon request by contacting the Bureau of Public Work at 518-457-5589.

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



New York State Department of Labor  
Bureau of Public Work

# 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) 775-3568 | White Plains | (914) 997-9507 |
| Newburgh      | (845) 568-5287 |              |                |

\* 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:

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm)

2. OSHA Training Institute Education Centers:

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

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](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.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

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

### **Keene State College**

Manchester, NH

Leslie Singleton

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

(800) 449-6742

[www.keene.edu/courses/print/courses\\_osh.cfm](http://www.keene.edu/courses/print/courses_osh.cfm)

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 PW30R**

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

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

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

***AND***

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

***REMEMBER...***

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

Do not write in any additional Classifications or Counties.

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

# Instructions for Completing Form PW30R

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

### ***Before completing Form PW30R check to be sure ...***

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

### **Instructions (Type or Print legibly):**

#### Contractor Information:

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

#### Project Information:

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

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

#### Requestor Information:

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

#### Return Completed Form:

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



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

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

*Before completing Form PW30R check to be sure ...*  
 There is a *Dispensation of Hours* in place on the project.  
 The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.  
 The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

**Please Type or Print the Requested Information**

*When completed ...*  
 Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240  
 -or-  
 Fax to NYSDOL Bureau of Public Work at (518) 485-1870

### Contractor Information

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

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_  
 Exact Location of Project: \_\_\_\_\_ County: \_\_\_\_\_  
 (If you are Subcontractor)  
 Prime Contractor Name: \_\_\_\_\_  
 Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*  
 \*\*\* 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\*\*\*

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

## 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\*\*\*

| <b>Job Classification</b> | <b>Tag #</b>           | <b>Entire Counties</b>                                                                                                                                                                                         | <b>Partial Counties</b> | <b>Check Box</b>         |
|---------------------------|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|
| Electrician               | 86                     | 26, 28                                                                                                                                                                                                         | 19, 35, 37, 59, 61      | <input type="checkbox"/> |
| Electrician               | 840Teledata and 840 Z1 | 62                                                                                                                                                                                                             | 6, 34, 35, 50, 59       | <input type="checkbox"/> |
| Electrician               | 910                    | 10, 16, 17, 23, 25, 45                                                                                                                                                                                         |                         | <input type="checkbox"/> |
| Electrician Lineman       | 1049Line/Gas           | 30, 41, 52                                                                                                                                                                                                     |                         | <input type="checkbox"/> |
| Electrician Lineman       | 1249a                  | 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62 |                         | <input type="checkbox"/> |
| Electrical Lineman        | 1249a West             | 60                                                                                                                                                                                                             |                         | <input type="checkbox"/> |
| 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                         |                         | <input type="checkbox"/> |
| Electrical Lineman        | 1249aREG8LT            | 11, 14, 36, 40, 44, 56                                                                                                                                                                                         |                         | <input type="checkbox"/> |
| Electrical Lineman        | 1249aWestLT            | 60                                                                                                                                                                                                             |                         | <input type="checkbox"/> |
| Elevator Constructor      | 138                    | 11, 14, 20, 36, 40, 53, 56                                                                                                                                                                                     | 13, 44, 60              | <input type="checkbox"/> |
| Elevator Constructor      | 14                     | 2, 5, 7, 15, 19, 32, 37, 61                                                                                                                                                                                    |                         | <input type="checkbox"/> |
| Elevator Constructor      | 27                     | 8, 26, 28, 35, 49, 50, 51, 59, 62                                                                                                                                                                              |                         | <input type="checkbox"/> |
| Elevator Constructor      | 35                     | 1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58                                                                                                                                                          |                         | <input type="checkbox"/> |
| Elevator Constructor      | 62.1                   | 4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55                                                                                                                                                                | 13                      | <input type="checkbox"/> |
| Glazier                   | 201                    | 1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58                                                                                                                                                      |                         | <input type="checkbox"/> |
| Glazier                   | 660r                   | 2, 5, 7, 15, 19, 32, 37, 61                                                                                                                                                                                    |                         | <input type="checkbox"/> |
| Glazier                   | 660                    | 2, 5, 7, 15, 19, 32, 37, 61                                                                                                                                                                                    |                         | <input type="checkbox"/> |
| Glazier                   | 677.1                  | 23, 25, 26, 28, 35, 45, 50, 59, 62                                                                                                                                                                             |                         | <input type="checkbox"/> |
| Glazier                   | 677Z-2                 | 6, 12, 22, 27, 33, 34, 38                                                                                                                                                                                      |                         | <input type="checkbox"/> |
| Glazier                   | 677z3                  | 4, 8, 9, 13, 39, 49, 51, 54, 55                                                                                                                                                                                |                         | <input type="checkbox"/> |
| Glazier                   | 677r.2                 | 6, 12, 22, 27, 33, 34, 38                                                                                                                                                                                      |                         | <input type="checkbox"/> |
| Insulator - Heat & Frost  | 30-Syracuse            | 4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55                                                                                                                                             |                         | <input type="checkbox"/> |
| Laborers - Building       | 322-2H                 | 17, 23, 25, 45                                                                                                                                                                                                 |                         | <input type="checkbox"/> |
| Laborers - Building       | 785(7)                 | 4                                                                                                                                                                                                              | 9, 13, 54               | <input type="checkbox"/> |

## 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\*\*\*

| <b>Job Classification</b>  | <b>Tag #</b> | <b>Entire Counties</b>                                    | <b>Partial Counties</b> | <b>Check Box</b>         |
|----------------------------|--------------|-----------------------------------------------------------|-------------------------|--------------------------|
| Laborers - Building        | 785B-CS      | 8, 51                                                     | 49                      | <input type="checkbox"/> |
| Laborers- Heavy & Highway  | 322/2h       | 17, 23, 25, 45                                            |                         | <input type="checkbox"/> |
| Laborers- Heavy & Highway  | 7-785b       | 12, 55                                                    | 49, 54                  | <input type="checkbox"/> |
| Laborers Heavy & Highway   | 785(7)       | 4                                                         | 9, 13, 54               | <input type="checkbox"/> |
| Laborer - Heavy & Highway  | 785HH-CS     | 8, 51                                                     | 49                      | <input type="checkbox"/> |
| Laborer - Building         | 621b         | 2, 7                                                      | 5                       | <input type="checkbox"/> |
| Laborer - Residential      | 621r         | 2, 7                                                      | 5                       | <input type="checkbox"/> |
| Mason-Building             | 2TS.1        | 1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58 |                         | <input type="checkbox"/> |
| Mason-Building             | 2TS.2        | 22, 23, 25, 33, 45                                        | 27                      | <input type="checkbox"/> |
| Mason-Building             | 2TS.3        | 6, 34, 38                                                 | 27                      | <input type="checkbox"/> |
| Mason-Building             | 2b-on        | 34                                                        |                         | <input type="checkbox"/> |
| Mason-Building             | 2b.1         | 1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58                 | 57                      | <input type="checkbox"/> |
| Mason-Building             | 2b.2         | 22, 33                                                    | 25                      | <input type="checkbox"/> |
| Mason-Building             | 2b.3         | 6, 34                                                     | 27                      | <input type="checkbox"/> |
| Mason-Building             | 2b.4         | 38                                                        |                         | <input type="checkbox"/> |
| Mason-Building             | 2b.5         | 23                                                        | 25                      | <input type="checkbox"/> |
| Mason-Building             | 2b.6         | 45                                                        |                         | <input type="checkbox"/> |
| Mason-Building             | 2b.8         | 10, 16, 17                                                | 57                      | <input type="checkbox"/> |
| Mason-Building             | 3b-Co-Z2     | 8, 49, 51                                                 | 2                       | <input type="checkbox"/> |
| Mason-Building             | 3B-Z1        | 19, 26, 28, 35, 50, 59, 61, 62                            |                         | <input type="checkbox"/> |
| Mason-Building-Residential | 3B-Z1R       | 19, 26, 28, 35, 50, 59, 61, 62                            |                         | <input type="checkbox"/> |
| Mason-Building             | 3B-Bing-Z2   | 4, 9, 13, 39, 54                                          |                         | <input type="checkbox"/> |
| Mason-Building             | 3B-lth-Z2    | 12, 55                                                    |                         | <input type="checkbox"/> |
| Mason-Building             | 3B-Jam-Z2    | 7                                                         | 2, 5                    | <input type="checkbox"/> |
| Mason-Building-Residential | 3B-Jam-Z2R   | 2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55                 | 5                       | <input type="checkbox"/> |
| Mason-Building             | 3B-Z3        | 15, 32                                                    | 5                       | <input type="checkbox"/> |

## 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\*\*\*

| <b>Job Classification</b>           | <b>Tag #</b>   | <b>Entire Counties</b>                                                                                           | <b>Partial Counties</b> | <b>Check Box</b>         |
|-------------------------------------|----------------|------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------------|
| Mason-Building                      | 3B-Z3.Orleans  | 37                                                                                                               |                         | <input type="checkbox"/> |
| Mason-Residential                   | 3B-Z3R         | 15, 32                                                                                                           | 5                       | <input type="checkbox"/> |
| Mason-Residential                   | 3B-Z3R.Orleans | 37                                                                                                               |                         | <input type="checkbox"/> |
| 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               | <input type="checkbox"/> |
| Mason-Tile Finisher                 | 3TF-Z1         | 19, 26, 28, 35, 50, 59, 61, 62                                                                                   |                         | <input type="checkbox"/> |
| Mason-Tile Finisher                 | 3TF-Z2         | 2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55                                                                        | 5                       | <input type="checkbox"/> |
| Mason-Tile Finisher                 | 3TF-Z3         | 15, 32, 37                                                                                                       | 5                       | <input type="checkbox"/> |
| Mason-Tile Finisher                 | 3TF-Z1R        | 19, 26, 28, 35, 50, 59, 61, 62                                                                                   |                         | <input type="checkbox"/> |
| Mason-Tile Finisher                 | 3TF-Z2R        | 2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55                                                                           | 5                       | <input type="checkbox"/> |
| Mason-Tile Finisher                 | 3TF-Z3R        | 15, 32, 37                                                                                                       | 5                       | <input type="checkbox"/> |
| Mason-Tile Setter                   | 3TS-Z1         | 19, 26, 28, 35, 50, 59, 61, 62                                                                                   |                         | <input type="checkbox"/> |
| Mason-Tile Setter Residential       | 3TS-Z1R        | 19, 26, 28, 35, 50, 59, 61, 62                                                                                   |                         | <input type="checkbox"/> |
| Mason-Tile Setter                   | 3TS-Z2         | 2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55                                                                        | 5                       | <input type="checkbox"/> |
| Mason-Tile Setter Residential       | 3TS-Z2R        | 2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55                                                                        | 5                       | <input type="checkbox"/> |
| Mason-Tile Setter Residential       | 3TS-Z3R        | 15, 32, 37                                                                                                       | 5                       | <input type="checkbox"/> |
| Mason - Building/Heavy&Highway      | 780            | 3, 24, 30, 31, 41, 43, 52                                                                                        |                         | <input type="checkbox"/> |
| Operating Engineer - Heavy/Highway  | 137H/H         | 40, 60                                                                                                           | 14                      | <input type="checkbox"/> |
| Operating Engineer - Heavy& Highway | 158-832H       | 2, 8, 26, 28, 35, 49, 51, 59, 62                                                                                 | 19                      | <input type="checkbox"/> |
| 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 |                         | <input type="checkbox"/> |
| Painter                             | 150            | 28, 59, 62                                                                                                       | 26, 35                  | <input type="checkbox"/> |
| Painter                             | 178 B          | 4, 9, 54                                                                                                         |                         | <input type="checkbox"/> |
| Painter                             | 178 E          | 8, 49                                                                                                            | 51                      | <input type="checkbox"/> |
| Painter                             | 178 I          | 12, 55                                                                                                           |                         | <input type="checkbox"/> |
| Painter                             | 178 O          | 13, 39                                                                                                           |                         | <input type="checkbox"/> |
| Painter                             | 31             | 6, 22, 27, 33, 34, 50                                                                                            | 25, 35, 38              | <input type="checkbox"/> |

# 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\*\*\**

| <b>Job Classification</b>        | <b>Tag #</b>    | <b>Entire Counties</b>                | <b>Partial Counties</b> | <b>Check Box</b>         |
|----------------------------------|-----------------|---------------------------------------|-------------------------|--------------------------|
| Painter                          | 38.O            |                                       | 38                      | <input type="checkbox"/> |
| Painter                          | 38.W            | 23, 45                                | 25                      | <input type="checkbox"/> |
| Painter                          | 4-Buf,Nia,Olean | 2, 15, 19, 32, 37, 61                 | 5, 7, 26, 51            | <input type="checkbox"/> |
| Painter                          | 4-Jamestown     |                                       | 5, 7                    | <input type="checkbox"/> |
| Painter                          | 38.O            |                                       | 38                      | <input type="checkbox"/> |
| Painter                          | 38.W            | 23, 45                                | 25                      | <input type="checkbox"/> |
| Painter                          | 4-Buf,Nia,Olean | 2, 15, 19, 32, 37, 61                 | 5, 7, 26, 51            | <input type="checkbox"/> |
| Painter                          | 4-Jamestown     |                                       | 5, 7                    | <input type="checkbox"/> |
| Sheetmetal Worker                | 46              | 26, 28, 35, 50, 59, 62                |                         | <input type="checkbox"/> |
| Sheetmetal Worker                | 46r             | 26, 28, 35, 50, 59, 62                |                         | <input type="checkbox"/> |
| Teamsters-Heavy&Highway          | 294h/h          | 1, 11, 18, 20, 29, 42, 46, 47, 48, 58 | 57                      | <input type="checkbox"/> |
| Teamsters-Heavy&Highway          | 317bhh          | 6, 12, 50, 51, 55, 62                 | 2                       | <input type="checkbox"/> |
| Teamsters-Building/Heavy&Highway | 456             | 40, 60                                |                         | <input type="checkbox"/> |
|                                  |                 |                                       |                         |                          |

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

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

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

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

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

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

**Suffolk County General Construction**

**Asbestos Worker** **05/01/2016**

**JOB DESCRIPTION** Asbestos Worker **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**

|                                              |            |            |
|----------------------------------------------|------------|------------|
| Per Hour:                                    | 07/01/2015 | 08/01/2015 |
| Asbestos Worker<br>Removal & Abatement Only* | \$ 45.00   | \$ 44.00   |

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                                             |         |         |
|---------------------------------------------|---------|---------|
| Asbestos Worker<br>Removal & Abatement Only | \$ 7.20 | \$ 8.70 |
|---------------------------------------------|---------|---------|

**OVERTIME PAY**  
 See (B, B2, \*E, J) on OVERTIME PAGE  
 Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

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

**REGISTERED APPRENTICES**  
 Apprentice Removal & Abatement Only:  
 1000 hour terms at the following percentage of Journeyman's rates.

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

**SUPPLEMENTAL BENEFIT**

Per Hour:

|                                   |         |         |                      |
|-----------------------------------|---------|---------|----------------------|
| Apprentice<br>Removal & Abatement | \$ 7.20 | \$ 8.70 | 4-12a - Removal Only |
|-----------------------------------|---------|---------|----------------------|

**Boilermaker** **05/01/2016**

**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:             | 07/01/2015 |
| Boilermaker           | \$ 51.56   |
| Repairs & Renovations | \$ 51.56   |

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2015

|                       |                        |
|-----------------------|------------------------|
| Boilermaker           | 32% of hourly          |
| Repairs & Renovations | Wage Paid<br>+ \$25.19 |

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

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

**OVERTIME PAY**  
 OVERTIME PAY  
 See (D, O) on OVERTIME PAGE  
**HOLIDAY**  
 Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

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

**HOLIDAY**

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits Per Hour:

|               |                                                               |
|---------------|---------------------------------------------------------------|
| Apprentice(s) | 07/01/2015<br>32% of Hourly<br>Wage Paid Plus<br>Amount Below |
|---------------|---------------------------------------------------------------|

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

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

4-5

**Carpenter**

**05/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2015

|             |          |
|-------------|----------|
| Piledriver  | \$ 50.50 |
| Dockbuilder | \$ 50.50 |

**SUPPLEMENTAL BENEFITS**

Per hour paid:

|               |          |
|---------------|----------|
| Journeyworker | \$ 47.03 |
|---------------|----------|

**OVERTIME PAY**

See (B, E2, O) 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**

Wages per hour

|                |         |         |         |         |
|----------------|---------|---------|---------|---------|
| (1)year terms: | 1st     | 2nd     | 3rd     | 4th     |
|                | \$20.20 | \$25.25 | \$32.83 | \$40.40 |

Supplemental benefits per hour:

|             |          |
|-------------|----------|
| Apprentices | \$ 31.90 |
|-------------|----------|

**Carpenter**

**05/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

Per hour: 07/01/2015

Carpet/Resilient

Floor Coverer \$ 49.88

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

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Floor Coverer \$ 44.07

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Paid: for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wage per hour is Percentage of Journeyworkers Wage

(1) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st.    | 2nd.    | 3rd.    | 4th.    |
| \$19.95 | \$24.94 | \$32.42 | \$39.90 |

Supplemental benefits per hour:

\$ 30.22

8-2287

**Carpenter**

**05/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015

Marine Construction:

Marine Diver \$ 61.30

Marine Tender 43.45

**SUPPLEMENTAL BENEFITS**

Per Hour Paid:

Journeyman \$ 46.09

**OVERTIME PAY**

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

**HOLIDAY**

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

8-1456MC

**Carpenter**

**05/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2015

Building

Millwright \$ 48.44  
+ Additional \$ 2.40

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Millwright \$ 50.49

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

\* must show up to work

**REGISTERED APPRENTICES**

Wages per hour is Percentage of Journeyworkers wage:

(1) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st.    | 2nd.    | 3rd.    | 4th.    |
| \$26.64 | \$31.49 | \$36.33 | \$46.02 |

Supplemental benefits per hour paid:

(1) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st.    | 2nd.    | 3rd.    | 4th.    |
| \$32.81 | \$36.15 | \$40.63 | \$46.21 |

8-740.1

**Carpenter**

**05/01/2016**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015

Timberman \$ 45.60

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2015

\$ 47.05

**OVERTIME PAY**

See (B, E, E2, 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**

Wages per hour:

( 1 ) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st     | 2nd     | 3rd     | 4th     |
| \$18.24 | \$22.80 | \$29.64 | \$36.48 |

Supplemental benefits per hour:  
 \$ 31.92

8-1556 Tm

**Carpenter**

**05/01/2016**

**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: 07/01/2015 10/17/2015

|                           |          |                         |
|---------------------------|----------|-------------------------|
| Core Drilling:<br>Driller | \$ 36.82 | + Additional<br>\$ 2.21 |
| Driller Helper            | \$ 29.44 | + Additional<br>\$ 1.94 |

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

|                 |          |
|-----------------|----------|
| Helper 1st year | \$ 20.61 |
| Helper 2nd year | 23.55    |
| Helper 3rd year | 26.50    |
| Helper 4th year | 29.44    |

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 paid: 07/01/2015 10/17/2015

|                            |          |          |
|----------------------------|----------|----------|
| Driller and<br>All Helpers | \$ 22.79 | \$ 22.79 |
|----------------------------|----------|----------|

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

8-1536-CoreDriller

**Carpenter - Building / Heavy&Highway**

**05/01/2016**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Suffolk

**PARTIAL COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015  
 Carpenter (Building) \$ 48.62  
 Carpenter (Heavy Highway) \$ 48.62

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Both Carpenter Categories \$ 30.87

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following:

Per Hour:

|          |          |          |          |
|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      |
| \$ 19.06 | \$ 25.16 | \$ 29.22 | \$ 33.04 |

Supplemental Benefits

Per Hour:

All Terms: \$ 17.85

4-Reg.Council Nass/Suff

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**Electrician** **05/01/2016**

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**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

|                                                        |            |            |
|--------------------------------------------------------|------------|------------|
| Per Hour:                                              | 07/01/2015 | 04/30/2016 |
| Telephone and Intergrated Tele-Data System Electrician | \$ 36.58   | \$ 36.78   |

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3915 or Suffolk Offices at (631)687-4882.

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                       |                                   |                                   |
|-----------------------|-----------------------------------|-----------------------------------|
| Tele-Data Electrician | 16% of Hourly Wage Paid + \$16.96 | 16% Of Hourly Wage Paid + \$17.33 |
|-----------------------|-----------------------------------|-----------------------------------|

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

**OVERTIME PAY**

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

**HOLIDAY**

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

4-25tela

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**Electrician** **05/01/2016**

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**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2015 04/30/2016

Electrician  
 Electrical Maintenance \$ 41.45 \$ 42.20

"PLEASE NOTE"

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

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician 12% of Hourly Wage Paid + \$ 16.42 12% of Hourly Wage Paid + \$ 16.83

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

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits:

|     | Apprentices Hired Prior to 04/26/2014 |               | Apprentices Hired After 04/26/2014 |               |
|-----|---------------------------------------|---------------|------------------------------------|---------------|
|     | 07/01/2015                            | 04/30/2016    | 07/01/2015                         | 04/30/2016    |
| 1st | 12% + \$9.90                          | 12% + \$9.90  | 3% + \$3.50                        | 3% + \$3.50   |
| 2nd | 12% + \$10.79                         | 12% + \$10.79 | 8% + \$4.04                        | 8% + \$4.04   |
| 3rd | 12% + \$11.70                         | 12% + \$11.70 | 9% + \$5.06                        | 9% + \$5.06   |
| 4th | 12% + \$12.59                         | 12% + \$12.59 | 10% + \$6.81                       | 10% + \$6.81  |
| 5th | 12% + \$13.48                         | 12% + \$13.48 | 11% + \$10.76                      | 11% + \$10.76 |
| 6th | 12% + \$13.66                         | 12% + \$13.66 | DNA                                | DNA           |

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

4-25m

**Electrician 05/01/2016**

**JOB DESCRIPTION** Electrician **DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2015  
 Electrician  
 Pump & Tank \$ 40.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician  
 Pump & Tank 65.25%

of \*Wage  
 Paid

\*Wage Paid includes any and all Premiums

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1 Year Terms at the Following:

Per Hour:

|          |          |
|----------|----------|
| 1st Term | \$ 12.02 |
| 2nd Term | \$ 16.02 |
| 3rd Term | \$ 20.02 |
| 4th Term | \$ 24.03 |
| 5th Term | \$ 28.04 |
| 6th Term | \$ 34.04 |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|           |          |
|-----------|----------|
| All Terms | 65.25%   |
|           | of *Wage |
|           | Paid     |

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

**Electrician**

**05/01/2016**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2015

|                     |          |
|---------------------|----------|
| Electrician/Wireman | \$ 50.45 |
| HVAC Controls       | 50.45    |
| Fire Alarms         | 50.45    |

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2015

|                                         |                                      |
|-----------------------------------------|--------------------------------------|
| Electrician/Wireman<br>(all categories) | 16% of Hourly<br>Wage Paid + \$23.07 |
|-----------------------------------------|--------------------------------------|

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

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

Apprentices with start dates PRIOR TO 10/02/2010:

|     |     |     |
|-----|-----|-----|
| 4th | 5th | 6th |
| 50% | 60% | 70% |

Apprentices with start dates AFTER 10/02/2010:

|     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th |
| 35% | 40% | 45% | 55% | 65% | 75% |

Supplemental Benefits Per Hour:

|     | Apprentices Hired<br>Prior to 10/02/2010 | Apprentices Hired<br>After 10/02/2010 |
|-----|------------------------------------------|---------------------------------------|
|     | 07/01/2015                               | 07/01/2015                            |
| 1st | 0% + \$0.00                              | 3% + \$2.71                           |
| 2nd | 0% + \$0.00                              | 8% + \$4.08                           |
| 3rd | 0% + \$0.00                              | 9% + \$4.95                           |
| 4th | 16% + \$11.52                            | 10% + \$6.99                          |
| 5th | 16% + \$13.83                            | 13% + \$10.64                         |
| 6th | 16% + \$16.14                            | 14% + \$17.05                         |

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

4-25

**Electrician** **05/01/2016**

| JOB DESCRIPTION                                   | Electrician | DISTRICT   | 4 |
|---------------------------------------------------|-------------|------------|---|
| <b>ENTIRE COUNTIES</b><br>Nassau, Suffolk         |             |            |   |
| <b>WAGES</b>                                      |             |            |   |
| Per Hour:                                         | 07/01/2015  | 04/04/2016 |   |
| Tree Trimmer/Remover<br>Line Clearance Specialist | \$ 30.84    | \$31.77    |   |
| Ground Man<br>(Not to Exceed 20% of Work Force)   | \$18.80     | \$19.06    |   |

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

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

| <b>SUPPLEMENTAL BENEFITS</b>                                        |                                           |                                           |
|---------------------------------------------------------------------|-------------------------------------------|-------------------------------------------|
| Per Hour:                                                           | 07/01/2015                                | 04/04/2016                                |
| Tree Trimmer/Remover<br>Line Clearance Specialist<br>and Ground Man | 19.25% of Hourly<br>Wage Paid +<br>\$8.75 | 19.50% of Hourly<br>Wage Paid +<br>\$9.41 |

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

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

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

4-1049/Tree

**Electrician Lineman** **05/01/2016**

| JOB DESCRIPTION                                                         | Electrician Lineman | DISTRICT | 4 |
|-------------------------------------------------------------------------|---------------------|----------|---|
| <b>ENTIRE COUNTIES</b><br>Nassau, Queens, Suffolk                       |                     |          |   |
| <b>WAGES</b>                                                            |                     |          |   |
| For Utility Distribution & Transmission Line Construction:<br>Per Hour: | 07/01/2015          |          |   |
| Lineman/Splicer                                                         | \$ 50.76            |          |   |

|                       |       |
|-----------------------|-------|
| Material Man          | 44.16 |
| Heavy Equip. Operator | 40.61 |
| Groundman             | 30.46 |
| Flagman               | 22.84 |

For Natural Gasline Construction:

|                      |            |            |
|----------------------|------------|------------|
| Per Hour:            | 07/01/2015 | 06/01/2016 |
| Journeyman U.G.Mech. | \$ 42.69   | \$ 44.08   |

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Utility Distribution & Transmission Line Construction:

|  |            |
|--|------------|
|  | 07/01/2015 |
|--|------------|

|                     |                                          |
|---------------------|------------------------------------------|
| All Classifications | 31% of Hourly<br>Wage Paid +<br>\$ 11.36 |
|---------------------|------------------------------------------|

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

Natural Gasline Construction:

|                      |                                         |                                         |
|----------------------|-----------------------------------------|-----------------------------------------|
| Per Hour:            | 07/01/2015                              | 06/01/2016                              |
| Journeyman U.G.Mech. | 25% of Hourly<br>Wage Paid +<br>\$11.16 | 26% of Hourly<br>Wage Paid +<br>\$11.96 |

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE  
 OVERTIME for Natural Gas Mechanic:(B,G,P)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE  
 Same as Above for natural Gas Mechanic.

**REGISTERED APPRENTICES**

1000 hour Terms at the following Percentage of Journeyman's Wage.  
 (Lineman Only)

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

SUPPLEMENTAL BENEFIT:

|           |                                         |
|-----------|-----------------------------------------|
|           | 07/01/2015                              |
| All Terms | 31% of Hourly<br>Wage Paid +<br>\$11.36 |

4-1049 Line/Gas

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**Elevator Constructor** **05/01/2016**

**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:

|  |            |            |
|--|------------|------------|
|  | 07/01/2015 | 03/17/2016 |
|--|------------|------------|

|                                |          |          |
|--------------------------------|----------|----------|
| Elevator Constructor           | \$ 59.55 | \$ 60.96 |
| Modernization & Service/Repair | 46.92    | 47.91    |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                                |          |          |
|--------------------------------|----------|----------|
| Elevator Constructor           | \$ 35.17 | \$ 36.86 |
| Modernization & Service/Repair | 34.21    | 35.87    |

**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*<br>50% | 2nd Term<br>55% | 3rd Term<br>65% | 4th Term<br>75% |
|------------------|-----------------|-----------------|-----------------|

**SUPPLEMENTAL BENEFITS**

|                      |          |          |  |
|----------------------|----------|----------|--|
| Elevator Constructor |          |          |  |
| 1st Term             | \$ 28.93 | \$ 30.44 |  |
| 2nd Term             | 29.73    | 31.27    |  |
| 3rd Term             | 30.94    | 32.51    |  |
| 4th Term             | 32.15    | 33.75    |  |

|                                |          |          |  |
|--------------------------------|----------|----------|--|
| Modernization & Service/Repair |          |          |  |
| 1st Term                       | \$ 28.85 | \$ 30.37 |  |
| 2nd Term                       | 29.21    | 30.73    |  |
| 3rd Term                       | 30.32    | 31.87    |  |
| 4th Term                       | 31.43    | 33.02    |  |

4-1

**Glazier** **05/01/2016**

**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

|             |            |            |                     |
|-------------|------------|------------|---------------------|
| Per hour:   | 07/01/2015 | 11/01/2015 | 05/01/2016          |
| Glazier     | \$ 52.20*  | \$ 52.80*  | +Additional \$ 1.50 |
| Scaffolding | \$ 53.20*  | \$ 53.80*  | +Additional \$ 1.50 |

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

Repair & Maintenance \$ 27.30\*

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

\*Additional \$ .05 per hour for all regular hours worked

**SUPPLEMENTAL BENEFITS**

|                      |            |            |
|----------------------|------------|------------|
| Per hour paid:       | 07/01/2015 | 11/01/2015 |
| Journeyworker        | \$ 28.04   | \$ 28.29   |
| Repair & Maintenance | 16.14      | 16.14      |

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

|          | 07/01/2015 | 11/01/2015 |
|----------|------------|------------|
| 1st term | \$ 17.70   | \$ 17.95   |
| 2nd term | 25.85      | 26.20      |
| 3rd term | 31.19      | 31.54      |
| 4th term | 41.71      | 42.14      |

Supplemental Benefits:  
 (Per hour worked)

|          |          |          |
|----------|----------|----------|
| 1st term | \$ 13.84 | \$ 13.99 |
| 2nd term | 19.10    | 19.26    |
| 3rd term | 20.97    | 21.13    |
| 4th term | 24.32    | 24.57    |

8-1281 (DC9 NYC)

**Insulator - Heat & Frost**

**05/01/2016**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|                            |            |            |
|----------------------------|------------|------------|
| Per Hour:                  | 07/01/2015 | 12/28/2015 |
| Insulators<br>Heat & Frost | \$ 63.66   | \$ 63.61   |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                            |          |          |
|----------------------------|----------|----------|
| Insulators<br>Heat & Frost | \$ 31.51 | \$ 32.46 |
|----------------------------|----------|----------|

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages:

1 year terms at the following percentage of Journeymans Wage.

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

Supplemental Benefits per hour:

Apprentice Insulator(s)

|     |          |          |
|-----|----------|----------|
| 1st | \$ 12.60 | \$ 12.98 |
| 2nd | 18.91    | 19.48    |
| 3rd | 22.06    | 22.72    |
| 4th | 25.21    | 25.97    |

4-12

**Ironworker**

**05/01/2016**

**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: 07/01/2015

Reinforcing &  
 Metal Lathing \$ 53.63

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Reinforcing &  
 Metal Lathing \$ 31.95

**OVERTIME PAY**

See (B, B1, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

Wages Per Hour:

|          |          |          |
|----------|----------|----------|
| 1st term | 2nd term | 3rd term |
| \$ 23.01 | \$ 28.11 | \$ 33.21 |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|          |          |          |
|----------|----------|----------|
| 1st term | 2nd term | 3rd term |
| \$ 18.18 | \$ 18.18 | \$ 18.18 |

4-46Reinf

**Ironworker**

**05/01/2016**

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015 01/01/2016

**IRONWORKER:**

Ironworker Rigger \$ 56.09 An Additional \$ 1.36

Ironworker Stone  
 Derrickman \$ 56.09 \$ 1.36

**SUPPLEMENTAL BENEFITS**

Ironworker: \$ 38.37

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wage per hour:

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

|            | 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     |
|------------|---------|---------|---------|---------|---------|---------|
| 07/01/2015 | \$28.05 | \$28.05 | \$39.26 | \$44.87 | \$50.48 | \$50.48 |

Supplemental benefits:

|                |         |         |         |         |         |         |
|----------------|---------|---------|---------|---------|---------|---------|
| Per hour paid: | \$19.19 | \$19.19 | \$28.78 | \$28.78 | \$28.78 | \$28.78 |
|----------------|---------|---------|---------|---------|---------|---------|

9-197D/R

**Ironworker**

**05/01/2016**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2015 01/01/2016

|                         |         |         |
|-------------------------|---------|---------|
| Ornamental              | \$43.20 | \$43.45 |
| Chain Link Fence        | 43.20   | 43.45   |
| Guide Rail Installation | 43.20   | 43.45   |

**SUPPLEMENTAL BENEFITS**

Per hour paid:

|                |         |         |
|----------------|---------|---------|
| Journeyworker: | \$48.16 | \$49.16 |
|----------------|---------|---------|

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour paid:

|          |         |         |
|----------|---------|---------|
| 1st Term | \$36.97 | \$37.74 |
| 2nd Term | 38.10   | 38.88   |
| 3rd Term | 39.22   | 40.02   |
| 4th Term | 41.46   | 42.31   |
| 5th Term | 43.69   | 44.59   |

4-580-Or

**Ironworker**

**05/01/2016**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

PER HOUR: 07/01/2015

Ironworker:  
Structural \$ 48.75  
Bridges  
Machinery

**SUPPLEMENTAL BENEFITS**

PER HOUR:  
Journeyman \$ 67.83

**OVERTIME PAY**

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

\* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:  
6 month terms at the following rate:  
1st \$ 25.48  
2nd 26.08  
3rd - 6th 26.68

Supplemental Benefits  
PER HOUR:  
All Terms 47.32

4-40/361-Str

**Laborer - Building**

**05/01/2016**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

WAGES  
Per Hour: 07/01/2015 07/01/2016  
Building Laborer \$ 37.50 Additional \$ 2.15/Hr

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

**SUPPLEMENTAL BENEFITS**

Per Hour:  
Building Laborer \$ 27.91  
Asbestos Abatement Worker 15.95

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE  
See also(H)for Fire Watch on OVERTIME PAGE  
Asbestos Worker See (B, H)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (5, 6, 25) on HOLIDAY PAGE  
Asbestos Worker see (5,6,8 & 28)

**REGISTERED APPRENTICES**

Regular Hours Work Terms

|         |                    |
|---------|--------------------|
| Term #1 | 1 hr to 1000hrs    |
| Term #2 | 1001hrs to 2000hrs |
| Term #3 | 2001hrs to 3000hrs |
| Term #4 | 3001hrs to 4000hrs |

Wages per hour:

|          |          |
|----------|----------|
| 1st Term | \$ 17.40 |
| 2nd Term | 20.13    |
| 3rd Term | 24.13    |
| 4th Term | 28.76    |

Benifits per hour

|          |          |
|----------|----------|
| 1st Term | \$ 18.15 |
| 2nd Term | 20.17    |
| 3rd Term | 21.24    |
| 4th Term | 21.24    |

4-66

**Laborer - Heavy&Highway** **05/01/2016**

**JOB DESCRIPTION** Laborer - Heavy&Highway **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

**WAGES PER HOUR:**

|                 | 07/01/2015 | 06/01/2016 |
|-----------------|------------|------------|
| GROUP # 1       |            |            |
| Total Wage Paid | \$ 46.76   | Additional |
| "Base Wage"     | 41.17      | \$2.95     |
| GROUP # 2       |            |            |
| Total Wage Paid | \$ 45.57   | Additional |
| "Base Wage"     | 39.98      | \$2.89     |
| GROUP # 3       |            |            |
| Total Wage Paid | \$ 41.94   | Additional |
| "Base Wage"     | 36.35      | \$2.75     |

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$5.59 is difference between "Base" and "Total"

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL GROUPS \$ 26.86

After Forty (40)paid

Hours in a work Week

OVERTIME PAY \$ 16.66

**OVERTIME PAY**

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" only"

Example Group# 3: \$36.35 X Time and One Half = \$54.52 + \$5.59 = \$60.12.

Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Government Mandated Off-Shift Work.

Hazardous Material Work add an Additional 10% of base wage

**HOLIDAY**

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

2000 hour(s) Terms at the following Percentage of the Journeyman's Wage:

1st 0-1999/Hrs 80%

2nd 2000-3999/Hrs 90%

Supplemental Benefits per hour:

All APPRENTICES \$ 26.89

After Forty(40) paid hours  
 in a work Week \$ 16.66

4-1298

**Mason**

**05/01/2016**

**JOB DESCRIPTION** Mason

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015

Brick/Blocklayer \$ 54.81

**SUPPLEMENTAL BENEFITS**

Per Hour:

Brick/Block Layer \$ 23.23

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(800 hour) Terms at the following Percentage of Journeyworkers Wage:

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

Supplemental Benefits per hour:

All Apprentices \$ 15.95

4-1Brk

**Mason - Building**

**05/01/2016**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2015 12/07/2015 06/06/2016

Building: An Additional  
 Tile Finisher \$ 41.98 \$ 42.42 \$ 0.82

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                |              |              |
|----------------|--------------|--------------|
| Journey worker | \$ 21.02*    | \$ 20.12*    |
|                | plus \$ 6.89 | plus \$ 8.17 |

**OVERTIME PAY**

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

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

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

**HOLIDAY**

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

9-7/88A-tf

**Mason - Building** **05/01/2016**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Building: 07/01/2015 01/01/2016

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 50.71 \$ 51.08

Mosaic & Terrazzo Finisher 49.10 49.47

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
 Per hour:

Mosaic & Terrazzo Mechanic \$ 32.36 \$ 33.14

Mosaic & Terrazzo Finisher 32.35 33.13

**OVERTIME PAY**

See (A, \*E, Q) on OVERTIME PAGE  
 Double the rate after 10 hours on Saturday

**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      |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2015 | \$ 25.35 | \$ 27.87 | \$ 30.42 | \$ 32.94 | \$ 35.49 | \$ 38.02 | \$ 43.08 | \$ 48.16 |
| 01/01/2016 | 25.54    | 28.09    | 30.65    | 33.20    | 35.76    | 38.31    | 43.42    | 48.53    |

Supplemental benefits per hour:

|            |          |          |          |          |          |          |          |          |
|------------|----------|----------|----------|----------|----------|----------|----------|----------|
| 07/01/2015 | \$ 16.19 | \$ 17.81 | \$ 19.42 | \$ 21.05 | \$ 22.66 | \$ 24.28 | \$ 27.52 | \$ 30.75 |
| 01/01/2016 | 16.58    | 18.23    | 19.89    | 21.56    | 23.21    | 24.86    | 28.19    | 31.49    |

9-7/3

**Mason - Building** **05/01/2016**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2015 01/01/2016

Building-Marble Restoration:

Marble, Stone & Terrazzo Polisher, etc \$ 39.50 \$ 39.73

**SUPPLEMENTAL BENEFITS**

Per Hour Paid:  
 Journeyworker:

Building-Marble Restoration:  
 Marble, Stone &

Polisher \$ 23.88 \$ 24.41

**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**

WAGES per hour:

(900 hour)terms at the following wages:

|            | 1st<br>0-900 | 2nd<br>901-1800 | 3rd<br>1801-2700 | 4th<br>over 2700 |
|------------|--------------|-----------------|------------------|------------------|
| 07/01/2015 | \$ 27.48     | \$ 31.40        | \$35.33          | \$ 39.25         |
| 01/01/2016 | 27.81        | 31.78           | 35.76            | 39.73            |

Supplemental Benefits Per Hour:

|            |          |          |          |          |
|------------|----------|----------|----------|----------|
| 07/01/2015 | \$ 21.49 | \$ 22.12 | \$ 22.75 | \$ 23.38 |
| 01/01/2016 | 22.32    | 23.02    | 23.71    | 24.41    |

9-7/24-MP

**Mason - Building**

**05/01/2016**

**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:                  | 07/01/2015 | 01/01/2016 |
|-------------------------|------------|------------|
| Marble Cutters& Setters | \$ 56.53   | \$ 56.89   |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|               |          |          |
|---------------|----------|----------|
| Journeyworker | \$ 31.17 | \$ 32.06 |
|---------------|----------|----------|

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wage Per Hour:

750 hour terms at the following wage.

|            | 1st     | 2nd      | 3rd       | 4th       | 5th       | 6th       | 7th       | 8th       | 9th       | 10th      |
|------------|---------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|            | 1-750   | 751-1500 | 1501-2250 | 2251-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6751 | 6751-7500 |
| 07/01/2015 | \$22.61 | \$25.44  | \$28.27   | \$31.09   | \$33.92   | \$36.74   | \$39.57   | \$42.40   | \$48.05   | \$53.70   |
| 01/01/2016 | \$22.76 | \$25.60  | \$28.45   | \$31.29   | \$34.13   | \$36.98   | \$39.82   | \$42.67   | \$48.36   | \$54.05   |

Supplemental Benefits per hour paid at the following term:

|            | 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th    |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 07/01/2015 | \$22.87 | \$23.55 | \$24.26 | \$24.95 | \$25.63 | \$26.32 | \$27.03 | \$27.72 | \$29.09 | \$30.48 |

|            |         |         |         |         |         |         |         |         |         |         |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 01/01/2016 | \$23.03 | \$23.72 | \$24.74 | \$25.48 | \$26.20 | \$26.94 | \$27.67 | \$28.41 | \$29.87 | \$31.34 |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|

9-7/4

**Mason - Building** **05/01/2016**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

|                        |            |            |
|------------------------|------------|------------|
| Per hour:              | 07/01/2015 | 01/01/2016 |
| Marble, Stone, etc.    |            |            |
| Maintenance Finishers: | \$ 21.57   | \$ 21.76   |

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.  
 Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                        |          |          |
|------------------------|----------|----------|
| Marble, Stone, etc     |          |          |
| Maintenance Finishers: | \$ 12.20 | \$ 12.40 |

**OVERTIME PAY**  
 See (B, \*E, Q, V) on OVERTIME PAGE  
 \*Double hourly rate after 8 hours on Saturday

**HOLIDAY**  
 Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
 1st term apprentice gets paid for all observed holidays.

**REGISTERED APPRENTICES**

WAGES per hour:  
 (750 hour)terms at the following percentage of journeyman's wage rate:

|                    |            |
|--------------------|------------|
| 07/01/2015         | 01/01/2016 |
| 1st term 0-750     | 70%        |
| 2nd term 750-1500  | 74%        |
| 3rd term 1501-2250 | 78%        |
| 4th term 2251-3000 | 82%        |
| 5th term 3001-3750 | 88%        |
| 6th term 3751-4500 | 96%        |

Supplemental Benefits:  
 Per hour paid

|          |          |          |
|----------|----------|----------|
| 1st term | \$ 11.92 | \$ 12.31 |
| 2nd term | 11.93    | 12.31    |
| 3rd term | 11.94    | 12.33    |
| 4th term | 11.95    | 12.34    |
| 5th term | 11.96    | 12.37    |
| 6th term | 11.98    | 12.39    |

9-7/24M-MF

**Mason - Building** **05/01/2016**

**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Nassau, Rockland, Suffolk, Westchester

**WAGES**

|           |            |            |
|-----------|------------|------------|
| Per hour: | 07/01/2015 | 12/07/2015 |
|-----------|------------|------------|

Additional

Building:  
 Tile Setters \$ 54.31 \$ 1.13

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journey Worker \$23.68\* plus \$2.90

**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       | 9th       | 10th      |
|-------|---------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
|       | 1-750   | 751-1500 | 1501-2250 | 2251-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6750 | 6750-7500 |
|       | \$27.45 | \$30.71  | \$34.96   | \$39.98   | \$41.99   | \$44.96   | \$46.70   | \$50.45   | \$52.61   | \$53.58   |

Supplemental Benefits per hour:

|          |                      |           |                      |
|----------|----------------------|-----------|----------------------|
| 1st term | \$14.70* plus \$0.72 | 6th term  | \$17.85* plus \$1.51 |
| 2nd term | \$15.70* plus \$0.76 | 7th term  | \$16.10* plus \$5.81 |
| 3rd term | \$15.70* plus \$0.80 | 8th term  | \$16.60* plus \$5.85 |
| 4th term | \$16.60* plus \$1.17 | 9th term  | \$18.35* plus \$6.22 |
| 5th term | \$16.85* plus \$1.19 | 10th term | \$21.62* plus \$6.27 |

9-7/52A

**Mason - Building / Heavy&Highway**

**05/01/2016**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)

Marble and Granite pavers 2'x 2' or larger.

Per Hour:

07/01/2015

Stone Setter \$59.14

Stone Tender \$41.11

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 28.10

Stone Tender 18.37

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (\*18) on HOLIDAY PAGE

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

Paid: \*Must work First 1/2.

**REGISTERED APPRENTICES**

Per Hour:

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

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

Supplemental Benefits:

All Apprentices \$18.31

4-1Stn

**Mason - Building / Heavy&Highway**

**05/01/2016**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2015 01/01/2016

Marble-Finisher \$ 45.08 \$ 45.35

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
 per hour paid

Marble- Finisher \$ 30.41 \$ 31.04

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

9-7/20-MF

**Mason - Building / Heavy&Highway**

**05/01/2016**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015

Cement Mason \$ 45.88

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Cement Mason \$ 32.80

**OVERTIME PAY**

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

\* Applies to 9th and 10th hours on Saturday

\*\* "Holidays" only for Building Construction

\*\*\* Additional \$10.18 to be added to all Time and a Half hours paid

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

|          |     |
|----------|-----|
| 1st Term | 50% |
| 2nd Term | 60% |
| 3rd Term | 70% |

Supplement Benefits per hour paid:

|          |          |
|----------|----------|
| 1st Term | \$ 16.40 |
| 2nd Term | 19.68    |
| 3rd Term | 25.99    |

4-780

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**Mason - Heavy&Highway** **05/01/2016**

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**JOB DESCRIPTION** Mason - Heavy&Highway **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**  
 Per Hour: 07/01/2015

Pointer, Caulkers & Cleaners \$ 47.41

**SUPPLEMENTAL BENEFITS**  
 Per Hour:  
 Pointer, Cleaners & Caulkers \$ 24.60

**OVERTIME PAY**  
 See (B, E2, H) on OVERTIME PAGE

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**  
 Wages per hour:

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

|  |          |          |          |          |
|--|----------|----------|----------|----------|
|  | 1st      | 2nd      | 3rd      | 4th      |
|  | \$ 25.01 | \$ 27.25 | \$ 32.24 | \$ 38.66 |

Apprentices Supplemental Benefits:  
 (per hour paid)

|  |         |         |          |          |
|--|---------|---------|----------|----------|
|  | \$ 4.75 | \$ 9.70 | \$ 12.45 | \$ 12.45 |
|--|---------|---------|----------|----------|

4-1PCC

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**Operating Engineer - Building** **05/01/2016**

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**JOB DESCRIPTION** Operating Engineer - Building **DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**  
 BUILDING CATEGORIES:

CLASS " AA "CRANES:  
 Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

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

CLASS "B":

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

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

|                                                        | 07/01/2015 | 06/01/2016               |
|--------------------------------------------------------|------------|--------------------------|
| Class "AA"                                             | \$ 70.75   | Additional<br>\$ 3.03/Hr |
| Cranes: Boom length over 100 feet add \$ 1.00 per hour |            |                          |
| "" " 150 "" \$ 1.50 ""                                 |            |                          |
| "" " 250 "" \$ 2.00 ""                                 |            |                          |
| "" " 350 "" \$ 3.00 ""                                 |            |                          |
| Class "A"                                              | \$ 58.90   | Additional<br>\$ 2.80/Hr |
| Add \$3.50 for Hazardous Waste Work                    |            |                          |
| Class "B"                                              | \$ 55.91   | \$ 2.68/Hr               |
| Add \$2.50 for Hazardous Waste Work                    |            |                          |
| Class "C"                                              | \$ 53.91   | \$ 2.62/Hr               |
| Add \$1.50 for Hazardous Waste Work                    |            |                          |
| Class "D"                                              | \$ 47.45   | \$ 0.00                  |
| Add \$1.00 for Hazardous Waste Work                    |            |                          |
| Class "E"                                              | \$ 45.50   | \$ 0.00                  |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|               |          |
|---------------|----------|
| All Classes   | \$ 33.55 |
| Overtime Rate | 24.35    |

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

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

Supplemental Benefits per hour:

|                 |          |
|-----------------|----------|
| All Apprentices | \$ 15.64 |
| Overtime Rate   | 5.60     |

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

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2015 08/01/2015

Well Driller \$ 34.50 \$ 35.19

Well Driller  
Helper \$ 30.20 \$ 30.80

Hazardous Waste Differential  
Added to Hourly Wage:

Level A \$ 3.00  
Level B 2.00  
Level C 1.00

Monitoring Well Work  
Add to Hourly Wage:

Level A \$ 3.00  
Level B 2.00

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2015

Well Driller \$ 10% of straight  
& Helper time rate plus \$ 10.95

Additional \$ 3.50 for Premium Time

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Apprentices at 12 Month Terms

Wages Per Hour: 07/01/2015

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

**SUPPLEMENTAL BENIFITS**

Per Hour:

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

**BENEFITS AT PREMIUM TIME**

Per Hour:

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

4-138well

**Operating Engineer - Heavy&Highway**

**05/01/2016**

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

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Party Chief - One who directs a survey party  
Instrument Man - One who runs the instrument and assists Party Chief  
Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

|                        |            |            |
|------------------------|------------|------------|
| Per Hour:              | 07/01/2015 | 07/01/2016 |
| Heavy Highway/Building |            | Additional |
| Party Chief            | \$ 64.08   | \$ 2.73    |
| Instrument Man         | 48.84      | 2.30       |
| Rodman                 | 41.88      | 2.10       |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                                      |          |
|--------------------------------------|----------|
| Heavy Highway/Building               | \$ 32.45 |
| Premium*:<br>Heavy Highway/Building  | \$ 48.67 |
| Premium**:<br>Heavy Highway/Building | \$ 64.90 |

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

**OVERTIME PAY**

See (B, \*E, Q) on OVERTIME PAGE  
 \* Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

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

4-15D-N/S co.

**Operating Engineer - Heavy&Highway** **05/01/2016**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway **DISTRICT 4**

**ENTIRE COUNTIES**  
 Nassau, Suffolk

**WAGES**

HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

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

CLASS "A":

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

CLASS "B":

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

CLASS "C":

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

CLASS "D":

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

**CLASS "E":**

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

|                                                        | 07/01/2015 | 06/01/2016            |
|--------------------------------------------------------|------------|-----------------------|
| Class "AA"                                             | \$ 70.07   | Additional<br>\$3.03  |
| Cranes: Boom Length over 100 feet add \$ 1.00 per hour |            |                       |
| "" " 150 "" \$ 1.50 ""                                 |            |                       |
| "" " 250 "" \$ 2.00 ""                                 |            |                       |
| "" " 350 "" \$ 3.00 ""                                 |            |                       |
| Class "A"                                              | \$ 62.07*  | Additional<br>\$ 2.80 |
| *Add \$3.50 for Hazardous Waste Work.                  |            |                       |
| Class "B"                                              | \$ 58.03*  | \$ 2.68               |
| *Add \$2.50 for Hazardous Waste Work.                  |            |                       |
| Class "C"                                              | \$ 55.98*  | \$ 2.62               |
| *Add \$1.50 for Hazardous Waste Work                   |            |                       |
| Class "D"                                              | \$ 49.35   | \$ 0.00               |
| *Add \$1.00 for Hazardous Waste Work                   |            |                       |
| Class "E"                                              | \$ 47.39   | \$ 0.00               |

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL CLASSES \$ 33.80

Note: OVERTIME AMOUNT \$ 24.35

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

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

**SUPPLEMENTAL BENEFITS:**

APPRENTICES \$ 15.64

Note: Overtime Amount \$ 5.60

4-138

**Operating Engineer - Marine Construction**

**05/01/2016**

**JOB DESCRIPTION** Operating Engineer - Marine Construction

**DISTRICT 4**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per Hour:

DREDGING OPERATIONS 07/01/2015  
CLASS A  
Operator, Leverman, \$ 35.63  
Lead Dredgeman

CLASS A1 To conform to Operating Engineer  
Dozer,Front Loader Prevailing Wage in locality where work  
Operator is being performed including benefits.

CLASS B \$ 30.81  
Spider/Spill Barge Operator,  
Tug Operator(over1000hp),  
OperatorII, Fill Placer,  
Derrick Operator, Engineer,  
Chief Mate, Electrician,  
Chief Welder,  
Maintenance Engineer

Certified Welder, \$ 29.01  
Boat Operator(licensed)

CLASS C \$ 28.22  
Drag Barge Operator,  
Steward, Mate,  
Assistant Fill Placer,

Welder (please add)\$ 0.06

Boat Operator \$ 27.30

CLASS D \$ 22.68  
Shoreman, Deckhand,  
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 07/01/2015  
\$ 9.99 plus 8%  
of straight time  
wage, Overtime hours  
add \$ 0.63

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

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

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

4-25a-MarConst

**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: 07/01/2015 07/01/2016  
Survey Classifications An Additional

|                |          |         |
|----------------|----------|---------|
| Party Chief    | \$ 37.04 | \$ 2.24 |
| Instrument Man | 30.59    | 1.98    |
| Rodman         | 26.52    | 1.82    |

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 19.10

**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

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**Operating Engineer - Trenchless Pipe Rehab**

**05/01/2016**

**JOB DESCRIPTION** Operating Engineer - Trenchless Pipe Rehab

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

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IMPORTANT NOTE: This Category & Classifications are now located in  
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

---

Per Hour: 07/01/2015  
(SEE)

|                                                            |                       |
|------------------------------------------------------------|-----------------------|
| Robotic Unit Operator                                      | Operator(class D)     |
| Technician/Boiler, Generator                               | Operator(classes C&D) |
| AM Liner/Hydra Seal                                        | Laborer(Grp#3)        |
| Hobas Pipe, Polyethylene Pipe or<br>Pull and Inflate Liner | Laborer(Grp#3)        |

**OVERTIME PAY**

**HOLIDAY**

4-138TrchPReh

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**Painter**

**05/01/2016**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2015

|                                                                                              |          |
|----------------------------------------------------------------------------------------------|----------|
| Brush                                                                                        | \$ 43.75 |
| Abatement/Removal of lead based<br>or lead containing paint on<br>materials to be repainted. | 43.75    |
| Spray & Scaffold                                                                             | 46.75    |
| Fire Escape                                                                                  | 46.75    |
| Decorator                                                                                    | 46.75    |
| Paperhanger/Wall Coverer                                                                     | 41.08    |

**SUPPLEMENTAL BENEFITS**

Per hour worked: 07/01/2015

|             |          |
|-------------|----------|
| Paperhanger | \$ 29.33 |
| All others  | 20.97    |
| Premium*    | 23.47*   |

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

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

|                  |            |
|------------------|------------|
|                  | 07/01/2015 |
| Appr 1st term... | \$ 16.55   |
| Appr 2nd term... | 21.66      |
| Appr 3rd term... | 26.24      |
| Appr 4th term... | 35.02      |

Supplemental benefits:  
 (per Hour worked)

|                  |          |
|------------------|----------|
| Appr 1st term... | \$ 10.23 |
| Appr 2nd term... | 12.92    |
| Appr 3rd term... | 15.20    |
| Appr 4th term... | 19.70    |

8-NYDC9-B/S

**Painter**

**05/01/2016**

**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: 07/01/2015

Drywall Taper \$ 41.75

**SUPPLEMENTAL BENEFITS**

Per hour worked: 07/01/2015  
 Journeyman \$ 20.97

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

For Journeyman: Deduct \$4.25 from wage rate BEFORE calculating overtime pay.

For Apprentices: Deduct \$ 2.44 from 2nd term wage rate, and \$ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages(per Hour) 07/01/2015

1500 hour terms at the following wage rate:

|          |          |
|----------|----------|
| 1st term | \$ 18.13 |
| 2nd term | \$ 27.19 |
| 3rd term | \$ 36.26 |

Supplemental Benefits per hour:

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

|          |          |
|----------|----------|
| 1st year | \$ 10.25 |
| 2nd year | \$ 16.43 |
| 3rd year | \$ 19.25 |

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel**

**05/01/2016**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour Worked:

STEEL:

| Bridge Painting:               | 07/01/2015          | 10/01/2015          |
|--------------------------------|---------------------|---------------------|
| From May 1st to Nov. 15th -    | \$ 48.00<br>+ 5.63* | \$ 49.00<br>+ 6.13* |
| From Nov. 16th to April 30th - | \$ 48.00<br>+ 5.63* | \$ 49.00<br>+ 6.13* |

\*Not subject to overtime and limited to first 40 hours

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

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

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour Worked:

| Journeyworker:                 | 07/01/2015 | 10/01/2015 |
|--------------------------------|------------|------------|
| From May 1st to Nov. 15th -    |            |            |
| Hourly Rate up to 40 hours     | \$ 28.95   | \$ 29.95   |
| Hourly Rate after 40 hours     | 7.50       | 7.50       |
| From Nov. 16th to April 30th - |            |            |
| Hourly Rate up to 50 hours     | 28.95      | 29.70      |

|                            |      |      |
|----------------------------|------|------|
| Hourly Rate after 50 hours | 7.50 | 7.50 |
|----------------------------|------|------|

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

**OVERTIME PAY**

See (A, F, R) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(Wage per hour Worked):

Apprentices: (1) year terms

|                        | 07/01/2015 | 10/01/2015 |
|------------------------|------------|------------|
| 1st 90 days            | \$ 21.45   | \$ 22.05   |
| 1st year after 90 days | 21.45      | 22.05      |
| 2nd year               | 32.18      | 33.08      |
| 3rd year               | 42.90      | 44.10      |

Supplemental Benefits per hour worked:

|                        | 07/01/2015 | 10/01/2015 |
|------------------------|------------|------------|
| 1st 90 days            | \$ 8.83    | \$ 9.23    |
| 1st year after 90 days | 11.58      | 11.98      |
| 2nd year               | 17.37      | 17.97      |
| 3rd year               | 23.16      | 23.96      |

8-DC-9/806/155-BrSS

**Painter - Line Striping**

**05/01/2016**

**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): | 07/01/2015 |
| Striping-Machine Operator*  | \$ 27.11   |
| Linerman Thermoplastic      | \$ 32.37   |

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour paid: 07/01/2015  
 Journeyworker:

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

**OVERTIME PAY**

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

**HOLIDAY**

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

8-1456-LS

**Painter - Metal Polisher** **05/01/2016**

**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, Schuylers, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

|                   | 07/01/2015 | 06/01/2016 | 06/01/2017 |
|-------------------|------------|------------|------------|
| Metal Polisher    | \$ 28.07   | \$ 28.88   | \$ 29.73   |
| Metal Polisher**  | 29.02      | 29.83      | 30.68      |
| Metal Polisher*** | 31.57      | 32.38      | 33.23      |

\*\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

| Per Hour:          | 07/01/2015 | 06/01/2016 | 06/01/2017 |
|--------------------|------------|------------|------------|
| Journeyworker:     |            |            |            |
| All classification | \$ 9.12    | \$ 9.26    | \$ 9.41    |

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

|          | 07/01/2015 | 06/01/2016 |
|----------|------------|------------|
| 1st year | \$ 11.75   | \$ 11.75   |
| 2nd year | 13.00      | 13.00      |
| 3rd year | 15.75      | 15.75      |

Supplemental benefits:

Per hour paid:

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

8-8A/28A-MP

**Plasterer** **05/01/2016**

**JOB DESCRIPTION** Plasterer

**DISTRICT 9**

**ENTIRE COUNTIES**

Kings, Nassau, Queens, Suffolk

**PARTIAL COUNTIES**

New York: Includes work in all islands in New York City, except Manhattan

**WAGES**

Per hour:

|                       | 07/01/2015 |
|-----------------------|------------|
| Building:             |            |
| Plasterer/Traditional | \$ 35.53   |

**SUPPLEMENTAL BENEFITS**

Per hour worked:

|               |          |
|---------------|----------|
| Journeyworker | \$ 21.80 |
|---------------|----------|

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages:  
 (per hour)  
 (1) year terms at the following % of Journeyworkers wage rate:

|              |     |
|--------------|-----|
| First year:  |     |
| 1st 6 months | 40% |
| 2nd 6 months | 45% |
| Second year: |     |
| 1st 6 months | 55% |
| 2nd 6 months | 60% |
| Third year:  |     |
| 1st 6 months | 70% |
| 2nd 6 months | 75% |

Supplemental Benefits:  
 (per hour paid):  
 6 month terms:

|                |          |
|----------------|----------|
| 1st six months | \$ 8.37  |
| 2nd six months | \$ 9.35  |
| 3rd six months | \$ 11.35 |
| 4th six months | \$ 12.33 |
| 5th six months | \$ 14.33 |
| 6th six months | \$ 15.33 |

9-262-Z1

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**Plumber** **05/01/2016**

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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2015 05/10/2016

|                         |          |          |
|-------------------------|----------|----------|
| Plumber/<br>PUMP & TANK | \$ 43.74 | \$ 43.99 |
|-------------------------|----------|----------|

**SUPPLEMENTAL BENEFITS**

Per Hour:

|         |          |          |
|---------|----------|----------|
| Plumber | \$ 22.98 | \$ 24.23 |
|---------|----------|----------|

**OVERTIME PAY**

See (B, Q, \*V) on OVERTIME PAGE  
 (V) For Sundays & Holidays if Worked Only

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the Following  
 Percentage of Journeymans wage:

|          |     |
|----------|-----|
| 1st Term | 30% |
| 2nd Term | 40% |
| 3rd Term | 50% |
| 4th Term | 60% |
| 5th Term | 70% |
| 6th Term | 85% |

Supplemental Benefits Per Hour:

|          |         |       |
|----------|---------|-------|
| 1st Term | \$11.16 | 12.72 |
| 2nd Term | \$11.70 | 13.36 |
| 3rd Term | \$12.52 | 13.77 |
| 4th Term | \$12.90 | 14.15 |
| 5th Term | \$16.13 | 17.38 |

4-200 Pump & Tank

**Plumber**

**05/01/2016**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2015 11/01/2015

Plumber \$ 49.48 \$ 49.98

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 35.47 \$ 35.97

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

|          |            |            |
|----------|------------|------------|
|          | 07/01/2015 | 11/01/2015 |
| 1st Term | \$ 22.45   | \$ 23.35   |
| 2nd Term | 24.26      | 24.76      |
| 3rd Term | 25.63      | 26.13      |
| 4th Term | 27.12      | 27.62      |
| 5th Term | 28.70      | 29.20      |

4-200

**Plumber**

**05/01/2016**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2015

Plumber  
 MAINTENANCE ONLY \$ 29.96

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

**SUPPLEMENTAL BENEFITS**

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber  
 Maintenance \$ 13.55

**OVERTIME PAY**

See (B, J) on OVERTIME PAGE

**HOLIDAY**

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

**Roofer** **05/01/2016**

**JOB DESCRIPTION** Roofer **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour 07/01/2015 10/01/2015

ROOFER/Waterproofers

Total Wage \$ 43.00 \$ 43.75  
 to be Paid

"Base" Wage 39.00\*\* 39.75\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofers \$ 27.11 \$ 27.86

**OVERTIME PAY**

Per Hour:

NEW ROOF SEE (B,E,Q)

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

NOTE:\*\* Overtime Pay to be calculated on "BASE" Wage then add \$4.00.

(Example: \$39.00 x time and one half = \$58.50 + \$4.00 = \$62.50 )

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

|     |     |     |     |
|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th |
| 40% | 50% | 70% | 80% |

Supplemental Benefits per hour:

07/01/2015 10/01/2015

1st Term \$ 7.39 \$ 7.68

2nd Term 9.23 9.60

3rd Term 18.70 19.50

4th Term 21.37 22.29

4-154

**Sheetmetal Worker** **05/01/2016**

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015

Sign Erector \$ 45.60

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2015

Sign Erector \$ 40.25

**OVERTIME PAY**

See (A, F, S) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Per Hour:

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

|         |         |         |         |         |         |         |         |         |         |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th    |
| \$11.08 | \$12.55 | \$14.04 | \$15.51 | \$21.93 | \$23.86 | \$26.46 | \$28.45 | \$30.42 | \$32.40 |

4-137-SE

**Sheetmetal Worker**

**05/01/2016**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015 08/01/2015

|                                               |          |          |
|-----------------------------------------------|----------|----------|
| Sheetmetal Worker                             | \$ 50.91 | \$ 51.85 |
| Temporary Operation or<br>Maintenance of Fans | 41.52    | 42.46    |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                    |          |          |
|--------------------|----------|----------|
| Sheetmetal Worker  | \$ 42.60 | \$ 43.54 |
| Maintenance Worker | 42.60    | 43.54    |

**OVERTIME PAY**

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

For Maintenance See Codes B,E, Q & V

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Per Hour:Wages

Six(6) Month Terms As Follows:

|          |          |          |
|----------|----------|----------|
| 1st Term | \$ 17.83 | \$ 18.19 |
| 2nd Term | 17.83    | 18.19    |
| 3rd Term | 22.91    | 23.36    |
| 4th Term | 22.91    | 23.36    |
| 5th Term | 28.00    | 28.54    |
| 6th Term | 30.55    | 28.54    |
| 7th Term | 35.64    | 36.32    |
| 8th Term | 38.18    | 38.90    |
| 9th Term | 40.73    | 41.49    |

Per Hour: Supplemental Benefits

|          |          |          |
|----------|----------|----------|
| 1st Term | \$ 15.76 | \$ 15.98 |
| 2nd Term | 15.76    | 15.98    |
| 3rd Term | 21.80    | 22.13    |
| 4th Term | 21.80    | 22.13    |
| 5th Term | 25.58    | 26.03    |
| 6th Term | 27.49    | 26.03    |

|          |       |       |
|----------|-------|-------|
| 7th Term | 31.27 | 31.87 |
| 8th Term | 33.17 | 33.85 |
| 9th Term | 35.07 | 35.79 |

4-28

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**Steamfitter****05/01/2016****JOB DESCRIPTION** Steamfitter**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015

AC Service/Heat Service \$ 39.25  
Steamfitter MaintenanceRefrigeration, A/C, Oil Burner and Stoker Service and Repair.  
Refrigeration Compressor installation up to 5hp (combined).  
Air Condition / Heating Compressor installation up to 10hp (combined).**SUPPLEMENTAL BENEFITS**

Per Hour

AC Service/Heat Service \$ 10.75  
Steamfitter Maintenance**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

4-638B-StmFtrRef

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**Steamfitter****05/01/2016****JOB DESCRIPTION** Steamfitter**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2015

Steam/Sprinkler \$ 61.06  
FitterTemporary \$ 46.42  
Heat & AC

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Steam/Sprinkler \$ 47.27  
FitterTemporary \$ 38.78  
Heat & AC**OVERTIME PAY**

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

1 year Terms at the Following:

WAGES per hour:

|          |          |          |          |          |
|----------|----------|----------|----------|----------|
| 1st Term | 2nd Term | 3rd Term | 4th Term | 5th Term |
| \$ 24.46 | \$ 30.56 | \$ 39.71 | \$ 48.86 | \$ 51.91 |

SUPPLEMENTAL BENEFIT

Per Hour:

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

4-638A-StmSpFtr

**Teamster - Asphalt Delivery**

**05/01/2016**

**JOB DESCRIPTION** Teamster - Asphalt Delivery

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

07/01/2015

Asphalt Delivery

\$ 35.535

Light Construction Work:

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

TRUCK DRIVER

07/01/2015

Asphalt Delivery

\$ 29.94

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work

TRUCK DRIVER

07/01/2015

Asphalt Delivery

\$ 41.76

Light Construction Work

TRUCK DRIVER

07/01/2015

Asphalt Delivery

\$ 11.55

**OVERTIME PAY**

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

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

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

**Teamster - Building**

**05/01/2016**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:  
Truck Driver (Building Demolition & Debris)

07/01/2015  
Trailers \$ 29.98  
Straight Jobs \$ 29.68

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classifications  
07/01/2015  
\$ 31.34

**OVERTIME PAY**

See (B, E, S1) on OVERTIME PAGE

**HOLIDAY**

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

4-282

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**Teamster - Delivery of Concrete**

**05/01/2016**

**JOB DESCRIPTION** Teamster - Delivery of Concrete

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

**Heavy Construction Work:**

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

**TRUCK DRIVER**

Concrete Delivery 07/01/2015  
\$ 37.895

**Light Construction Work:**

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

**TRUCK DRIVER**

Concrete Delivery 07/01/2015  
\$ 34.945

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work 07/01/2015  
Concrete Delivery \$ 38.275

Light Construction Work 07/01/2015  
Concrete Delivery \$ 11.525

**OVERTIME PAY**

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

**HOLIDAY**

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

4-282ns

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**Teamster - Heavy&Highway**

**05/01/2016**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2015

Site Excavating  
(Chauffeurs)

\$ 35.535

Light Construction Work:

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

07/01/2015

Site Excavating  
(Chauffeurs)

\$ 29.94

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2015

Heavy Construction Work  
Chauffeurs

\$ 41.7625

Light Construction Work  
Chauffeurs

\$ 11.55

**OVERTIME PAY**

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

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

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

4-282

**Welder**

**05/01/2016**

**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

07/01/2015

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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









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

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

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>



**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

| AGENCY | Fiscal Officer | FEIN     | EMPLOYER NAME                              | EMPLOYER DBA NAME                      | ADDRESS                                                                    | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|----------|--------------------------------------------|----------------------------------------|----------------------------------------------------------------------------|----------------------|--------------------|
| DOL    | DOL            |          | 4618 FOSTER AVE LLC                        |                                        | C/O KAHAN & KAHAN<br>225 BROADWAY-SUITE<br>715NEW YORK NY 10007            | 02/05/2013           | 02/05/2018         |
| DOL    | DOL            | ****0996 | A-1 CONSTRUCTION &<br>RENOVATION INC       |                                        | 1973 81ST ST - SUITE A-5<br>BROOKLYN NY 11214                              | 01/08/2015           | 01/08/2020         |
| DOL    | NYC            | ****4486 | ABBEY PAINTING CORP                        |                                        | 21107 28TH AVENUE<br>BAYSIDE NY 11360                                      | 07/02/2012           | 07/02/2017         |
| DOL    | DOL            | ****9095 | ABDO TILE CO                               |                                        | 6179 EAST MOLLOY ROAD<br>EAST SYRACUSE NY 13057                            | 06/25/2010           | 07/02/2017         |
| DOL    | DOL            | ****9095 | ABDO TILE COMPANY                          |                                        | 6179 EAST MOLLOY ROAD<br>EAST SYRACUSE NY 13057                            | 06/25/2010           | 07/02/2017         |
| DOL    | NYC            |          | ABDUL KARIM                                |                                        | C/O NORTH AMERICAN IRON<br>W<br>1560 DECATUR<br>STREETRIDGWOOD NY<br>11385 | 05/15/2015           | 05/15/2020         |
| DOL    | DOL            | ****8488 | ABELCRAFT OF NEW YORK<br>CORP              |                                        | 640 ASHFORD AVENUE<br>ARDSLEY NY 10502                                     | 08/27/2013           | 08/27/2018         |
| DOL    | DOL            | ****1219 | ABSOLUTE GENERAL<br>CONTRACTING INC        |                                        | 1229 AVENUE U<br>BROOKLYN NY 11229                                         | 01/28/2013           | 01/28/2018         |
| DOL    | DOL            | ****4539 | ACCOMPLISHED WALL<br>SYSTEMS INC           |                                        | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                     | 08/27/2013           | 08/27/2018         |
| DOL    | DOL            | ****8018 | ACCURATE MECHANICAL LLC                    |                                        | 9547 BUSTLETON AVENUE<br>PHILADELPHIA PA 19115                             | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            |          | ACCURATE MECHANICAL OF<br>PHILADELPHIA LLC |                                        | 9547 BUSTLETON AVENUE<br>PHILADELPHIA PA 19115                             | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            | ****3344 | ACT INC                                    |                                        | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                            | 11/10/2015           | 11/10/2020         |
| DOL    | DOL            | ****7584 | ADAM'S FLOOR COVERING<br>LLC               |                                        | 2718 CURRY ROAD<br>SCHENECTADY NY 12303                                    | 07/08/2010           | 02/15/2017         |
| DOL    | DOL            |          | ADESUWA UWUIGBE                            |                                        | P O BOX 21-1022<br>BROOKLYN NY 11221                                       | 05/16/2012           | 05/16/2017         |
| DOL    | NYC            |          | ADRIANA SELA                               | C/O COLONIAL<br>ROOFING<br>COMPANY INC | 247 48TH STREET<br>BROOKLYN NY 11220                                       | 02/05/2014           | 02/05/2019         |
| DOL    | DOL            | ****6367 | ADVANCED METALS                            |                                        | 387 RIVERSIDE DRIVE<br>JOHNSON CITY NY 13790                               | 10/01/2012           | 10/01/2017         |
| DOL    | DOL            | ****1687 | ADVANCED SAFETY<br>SPRINKLER INC           |                                        | 261 MILL ROAD<br>P O BOX 296EAST AURORA<br>NY 14052                        | 07/29/2015           | 07/29/2020         |
| DOL    | DOL            | ****2538 | AGG MASONRY INC                            |                                        | 160 72ND ST - SUITE 721<br>BROOKLYN NY 11209                               | 03/19/2013           | 03/19/2018         |
| DOL    | DOL            |          | ALBERT CASEY                               |                                        | 43-28 54TH STREET<br>WOODSIDE NY 11377                                     | 07/01/2011           | 07/01/2016         |
| DOL    | DOL            |          | ALEJANDRO MATOS                            |                                        | C/O SEVEN STAR ELECTRICAL<br>23-24 STEINWAY<br>STREETASTORIA NY 11105      | 06/27/2011           | 06/27/2016         |
| DOL    | DOL            |          | ALISHER KARIMOV                            |                                        | C/O AGG MASONRY INC<br>7105 3RD AVENUEBROOKLYN<br>NY 11209                 | 03/19/2013           | 03/19/2018         |
| DOL    | DOL            | ****3344 | ALL CATASTROPHE<br>CONSTRUCTION TEAM INC   | ACT INC                                | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                            | 11/10/2015           | 11/10/2020         |
| DOL    | DOL            | ****8740 | ALLSTATE ENVIRONMENTAL<br>CORP             |                                        | C/O JOSE MONTAS<br>27 BUTLER PLACEYONKERS<br>NY 10710                      | 03/18/2011           | 03/19/2020         |
| DOL    | DOL            | ****4274 | AMERICAN STEEL<br>MECHANICAL INC           |                                        | 693 PAINTER STREET<br>MEDIA PA 19063                                       | 02/20/2013           | 02/20/2018         |
| DOL    | NYC            |          | ANDERSON LOPEZ                             |                                        | 670 SOUTHERN BLVD<br>BRONX NY 10455                                        | 06/14/2011           | 06/14/2016         |
| DOL    | DOL            |          | ANDREW DIPAUL                              |                                        | C/O CONSOLIDATED<br>INDUSTRI<br>2051 ROUTE 44/55MODENA NY<br>12548         | 12/11/2012           | 12/11/2017         |
| DOL    | NYC            |          | ANDRZEJ WROBEL                             |                                        | 24 CONGRESS LANE<br>SOUTH RIVER NJ 08882                                   | 05/01/2013           | 05/01/2018         |
| DOL    | NYC            |          | ANISUL ISLAM                               |                                        | C/O RELIANCE GENERAL<br>CONS<br>644 OCEAN<br>PARKWAYBROOKLYN NY<br>11230   | 09/02/2015           | 09/02/2020         |
| DOL    | DOL            | ****7004 | ANNEX CONTRACTING LTD                      |                                        | 3005 WYNSUM AVENUE<br>MERRICK NY 11566                                     | 08/18/2014           | 08/18/2019         |
| DOL    | DOL            | ****7004 | ANNEX GENERAL<br>CONTRACTING INC           |                                        | 3005 WYNSUM AVENUE<br>MERRICK NY 11566                                     | 08/18/2014           | 08/18/2019         |
| DOL    | DA             |          | ANTHONY CARDINALE                          |                                        | 58-48 59TH STREET<br>MASPETH NY 11378                                      | 05/16/2012           | 05/08/2020         |

**NYSDOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                         |                       |                                                                          |            |            |
|-----|-----|----------|-----------------------------------------|-----------------------|--------------------------------------------------------------------------|------------|------------|
| DOL | DOL |          | ANTHONY J MINGARELLI JR                 |                       | C/O T & T CONCRETE INC<br>2560 HAMBURG<br>TURNPIKELACKAWANNA NY<br>14218 | 07/08/2015 | 07/08/2020 |
| DOL | DOL | ****3020 | APCO CONTRACTING CORP                   |                       | 24 SOUTH MARYLAND<br>AVENUE<br>PORT WASHINGTON NY<br>11050               | 09/24/2012 | 09/02/2020 |
| DOL | DOL | ****3219 | APOLLO CONSTRUCTION<br>SERVICES CORP    | APOLLO<br>PAINTING CO | 157 TIBBETTS ROAD<br>YONKERS NY 10705                                    | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | APOLLO PAINTING CO                      |                       | 157 TIBBETTS ROAD<br>YONKERS NY 10705                                    | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****3295 | APOLLO PAINTING CORP                    |                       | 3 ALAN B SHEPART PLACE<br>YONKERS NY 10705                               | 03/12/2014 | 03/12/2019 |
| DOL | AG  | ****0194 | APPLIED CONSTRUCTION INC                |                       | 46 RUGBY ROAD<br>WESTBURY NY 11590                                       | 11/20/2013 | 11/20/2018 |
| DOL | NYC | ****8403 | AQUA JET PAINTING CORP                  |                       | 10 VIKING DRIVE<br>WEST ISLIP NY 11795                                   | 04/16/2014 | 04/16/2019 |
| DOL | NYC | ****9232 | ARKAY CONSTRUCTION INC                  |                       | 102-104 GREYLOCK AVENUE<br>BELLEVILLE NJ 07109                           | 07/15/2015 | 07/15/2020 |
| DOL | DOL | ****3953 | ASCAPE LANDSCAPE &<br>CONSTRUCTION CORP |                       | 634 ROUTE 303<br>BLAUVELT NY 10913                                       | 07/26/2012 | 11/19/2018 |
| DOL | NYC | ****4779 | ASTORIA GENERAL<br>CONTRACTING CORP     |                       | 35-34 31ST STREET<br>LONG ISLAND CITY NY 11106                           | 09/02/2015 | 09/02/2020 |
| DOL | NYC | ****7217 | ASTRO COMMUNICATIONS OF<br>NY CORP      |                       | 79 ALEXANDER AVE- STE 36A<br>BRONX NY 10454                              | 10/30/2015 | 10/30/2020 |
| DOL | NYC |          | AUDLEY O'BRIEN                          |                       | 1273 NORTH AVENUE/#1 CP<br>NEW ROCHELLE NY 10804                         | 04/07/2015 | 04/07/2020 |
| DOL | DOL |          | AVIS R HILL                             |                       | 3510 HICKORY WALK LANE<br>ELLENWOOD GA 32094                             | 01/22/2015 | 01/22/2020 |
| DOL | AG  |          | AVTAR SINGH                             |                       | 116-24 127TH STREET<br>SOUTH OZONE PARK NY<br>11420                      | 12/22/2015 | 12/22/2020 |
| DOL | AG  |          | BALDEV SINGH                            |                       | 116-24 127TH STREET<br>SOUTH OZONE PARK NY<br>11420                      | 12/22/2015 | 12/22/2020 |
| DOL | DOL |          | BARBARA CASSIDY                         |                       | 7 BLENIS PLACE<br>VALHALLA NY 10595                                      | 04/02/2015 | 04/02/2020 |
| DOL | DOL |          | BARRY KINNEY                            |                       | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                          | 11/10/2015 | 11/10/2020 |
| DOL | DOL | ****2294 | BEDELL CONTRACTING CORP                 |                       | 2 TINA LANE<br>HOPEWELL JUNCTION NY<br>12533                             | 01/06/2012 | 01/06/2017 |
| DOL | DOL |          | BEVERLY F WILLIAMS                      |                       | 1238 PRESIDENT STREET<br>BROOKLYN NY 11225                               | 11/18/2013 | 11/18/2018 |
| DOL | DOL |          | BIAGIO CANTISANI                        |                       | 200 FERRIS AVENUE<br>WHITE PLAINS NY 10603                               | 12/04/2009 | 05/04/2017 |
| DOL | NYC | ****6555 | BROOKLYN WELDING CORP                   |                       | 1273 NORTH AVENUE/ #1 CP<br>NEW ROCHELLE NY 10804                        | 04/07/2015 | 04/07/2020 |
| DOL | DOL | ****6156 | C & J LANDSCAPING &<br>MAINTENANCE INC  |                       | 520 PINE HILL ROAD<br>CHESTER NY 10940                                   | 06/23/2014 | 06/23/2019 |
| DOL | DOL |          | CANTISANI & ASSOCIATES<br>LTD           |                       | 442 FERRIS AVENUE<br>WHITE PLAINS NY 10603                               | 12/04/2009 | 05/04/2017 |
| DOL | DOL |          | CANTISANI HOLDING LLC                   |                       | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                               | 05/04/2012 | 05/04/2017 |
| DOL | DOL |          | CARIBBEAN POOLS                         |                       | C/O DOUGLAS L MALARKEY<br>64 VICTORIA<br>DRIVEBINGHAMTON NY 13904        | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****1143 | CARMODY BUILDING CORP                   |                       | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                                  | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****3368 | CARMODY CONCRETE CORP                   |                       | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                                  | 12/04/2009 | 05/04/2017 |
| DOL | DOL |          | CARMODY CONTRACTING<br>CORP             |                       | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                               | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****6215 | CARMODY CONTRACTING INC                 |                       | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                               | 05/04/2012 | 05/04/2017 |
| DOL | DOL |          | CARMODY ENTERPRISES LTD                 |                       | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                               | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****3812 | CARMODY INC                             |                       | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                                  | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****3812 | CARMODY INDUSTRIES INC                  |                       | 442 FERRIS AVENUE<br>WHITE PLAINS NY 10603                               | 05/04/2012 | 05/04/2017 |
| DOL | DOL |          | CARMODY MAINTENANCE<br>CORP             |                       | 105 KISCO AVENUE<br>MOUNT KISCO NY 10549                                 | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****0324 | CARMODY MASONRY CORP                    |                       | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                                  | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****3812 | CARMODY"2" INC                          |                       | 220 FERRIS AVENUE<br>WHITE PLAINS NY 10603                               | 12/04/2009 | 05/04/2017 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                         |  |                                                                              |            |            |
|-----|-----|----------|-----------------------------------------|--|------------------------------------------------------------------------------|------------|------------|
| DOL | NYC | ****9172 | CASSIDY EXCAVATING INC                  |  | 14 RAILROAD AVENUE<br>VALHALLA NY 10595                                      | 05/15/2014 | 04/02/2020 |
| DOL | DOL | ****1683 | CATONE CONSTRUCTION<br>COMPANY INC      |  | 294 ALPINE ROAD<br>ROCHESTER NY 14423                                        | 03/09/2012 | 03/09/2017 |
| DOL | DOL |          | CATONE ENTERPRISES INC                  |  | 225 DAKOTA STREET<br>ROCHESTER NY 14423                                      | 03/09/2012 | 03/09/2017 |
| DOL | DOL | ****6745 | CATSKILL FENCE<br>INSTALLATIONS INC     |  | 5445 ROUTE 32<br>CATSKILL NY 12414                                           | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****8530 | CAZ CONTRACTING CORP                    |  | 37-11 35TH AVENUE<br>LONG ISLAND CITY NY 11101                               | 08/26/2013 | 08/26/2018 |
| DOL | DOL | ****5556 | CERTIFIED INSTALLERS INC                |  | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                                    | 02/21/2013 | 02/21/2018 |
| DOL | DOL | ****7655 | CHAMPION CONSTRUCTION<br>SERVICES CORP  |  | 2131 SCHENECTADY AVENUE<br>BROOKLYN NY 11234                                 | 11/18/2015 | 11/18/2020 |
| DOL | NYC |          | CHARLES CASSIDY JR                      |  | 14 RAILROAD AVENUE<br>VALHALLA NY 10595                                      | 05/15/2014 | 04/02/2020 |
| DOL | DOL | ****1416 | CHEROMINO CONTROL<br>GROUP LLC          |  | 61 WILLET ST - SUITE 14<br>PASSAIC NJ 07055                                  | 12/03/2009 | 02/23/2017 |
| DOL | DOL |          | CHRIS SAVOURY                           |  | 44 THIELLS-MT IVY ROAD<br>POMONA NY 10970                                    | 10/14/2011 | 10/14/2016 |
| DOL | DOL |          | CHRISTINE J HEARNE                      |  | C/O CJ-HEARNE<br>CONSTRUCTIO<br>131 PONCE DE LEON AVE<br>NEATLANTA GA 30308  | 12/01/2015 | 12/01/2020 |
| DOL | DOL |          | CHRISTOF PREZBYL                        |  | 2 TINA LANE<br>HOPEWELL JUNCTION NY<br>12533                                 | 01/06/2012 | 01/06/2017 |
| DOL | DOL | ****3360 | CITY LIMITS GROUP INC                   |  | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                        | 01/07/2014 | 06/23/2019 |
| DOL | DOL | ****0671 | CJ-HEARNE CONSTRUCTION<br>CO            |  | SUITE 204<br>131 PONCE DE LEON<br>AVENUEATLANTA GA 30308                     | 12/01/2015 | 12/01/2020 |
| DOL | NYC | ****2905 | COLONIAL ROOFING<br>COMPANY INC         |  | 247 48TH STREET<br>BROOKLYN NY 11220                                         | 02/05/2014 | 02/05/2019 |
| DOL | NYC | ****3182 | COLORTECH INC                           |  | 5990 58TH AVENUE<br>MASPETH NY 11378                                         | 11/18/2013 | 11/18/2018 |
| DOL | DOL | ****2703 | CONKLIN'S TECH-<br>MECHANICAL INC       |  | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601                                     | 03/25/2014 | 03/25/2019 |
| DOL | DOL | ****4175 | CONSOLIDATED INDUSTRIAL<br>SERVICES INC |  | 2051 ROUTE 44/55<br>MODENA NY 12548                                          | 12/11/2012 | 01/28/2018 |
| DOL | DOL |          | CONSTANTINOS ZERVAS                     |  | 37-11 35TH AVENUE<br>LONG ISLAND CITY NY 11101                               | 08/26/2013 | 08/26/2018 |
| DOL | DOL | ****5740 | CORTLAND GLASS COMPANY<br>INC           |  | 336 TOMPKINS STREET<br>CORTLAND NY 13045                                     | 10/21/2010 | 07/15/2016 |
| DOL | NYC | ****4468 | CRAFT CONTRACTING<br>GROUP INC          |  | 3256 BRUNER AVENUE<br>BRONX NY 10469                                         | 07/29/2014 | 07/29/2019 |
| DOL | NYC | ****8507 | CRAFT FENCE INC                         |  | 3256 BRUNER AVENUE<br>BRONX NY 10469                                         | 07/29/2014 | 07/29/2019 |
| DOL | NYC | ****2164 | CREATIVE TRUCKING INC                   |  | 58-83 54TH STREET<br>MASPETH NY 11378                                        | 02/26/2016 | 02/26/2021 |
| DOL | DOL | ****0810 | D & G PAINTING &<br>DECORATING INC      |  | 53 LITTLE COLLABAR ROAD<br>MONTGOMERY NY 12549                               | 04/19/2012 | 04/19/2017 |
| DOL | DOL | ****7761 | D L MALARKEY<br>CONSTRUCTION            |  | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                                     | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****7888 | D L MALARKEY<br>CONSTRUCTION INC        |  | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                                     | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****5629 | DAKA PLUMBING AND<br>HEATING LLC        |  | 2561 ROUTE 55<br>POUGHQUAG NY 12570                                          | 02/19/2016 | 02/19/2021 |
| DOL | DOL |          | DARYL T RIEKS                           |  | C/O RIEKS CONTRACTING LLC<br>4804 GAHWILER<br>ROAD AUBURN NY 13021           | 05/01/2015 | 05/01/2020 |
| DOL | DOL |          | DAVID MARTINEZ                          |  | C/O EMPIRE TILE INC<br>6 TREMONT<br>COURTHUNTINGTON STATION<br>NY 11746      | 03/08/2016 | 03/08/2021 |
| DOL | NYC |          | DAWN AVILA AKA DAWN<br>BECHTOLD         |  | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAYFLORAL PARK NY<br>11001 | 06/24/2014 | 06/24/2019 |
| DOL | NYC |          | DAWN BECHTOLD AKA DAWN<br>AVILA         |  | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAYFLORAL PARK NY<br>11001 | 06/24/2014 | 06/24/2019 |
| DOL | DOL |          | DEAN ROBBINS III                        |  | 212 OXFORD WAY<br>SCHENECTADY NY 12309                                       | 12/11/2012 | 09/16/2018 |
| DOL | NYC | ****3865 | DECOMA BUILDING<br>CORPORATION          |  | 134 EVERGREEN PL/STE 101<br>EAST ORANGE NJ 07018                             | 12/30/2013 | 12/30/2018 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                                     |                                                 |                                                                                        |            |            |
|-----|-----|----------|-----------------------------------------------------|-------------------------------------------------|----------------------------------------------------------------------------------------|------------|------------|
| DOL | DOL |          | DEDA GAZIVODAN                                      |                                                 | C/O DAKA PLUMBING AND H<br>2561 ROUTE 55POUGHQUAG<br>NY 12570                          | 02/19/2016 | 02/19/2021 |
| DOL | DOL | ****1446 | DELTA CONTRACTING<br>PAINTING AND DECORATING<br>INC |                                                 | 437 SUNRISE HIGHWAY<br>WEST BABYLON NY 11707                                           | 08/12/2013 | 08/12/2018 |
| DOL | DOL | ****3538 | DELTA CONTRACTING<br>PAINTING AND DESIGN INC        |                                                 | 75 MCCULLOCH DRIVE<br>DIX HILLS NY 11746                                               | 10/19/2010 | 08/12/2018 |
| DOL | DOL |          | DEMETRIOS KOUTSOURAS                                |                                                 | 530 BEECH STREET<br>NEW HYDE PARK NY 11040                                             | 07/02/2012 | 07/02/2017 |
| DOL | DOL | ****9868 | DESANTIS ENTERPRISES                                |                                                 | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135                                              | 09/24/2013 | 11/18/2018 |
| DOL | NYC | ****8234 | DEWATERS PLUMBING AND<br>HEATING LLC                |                                                 | 30 COLUMBUS CIRCLE<br>EASTCHESTER NY 10709                                             | 08/21/2012 | 08/21/2017 |
| DOL | DOL | ****9252 | DI BERNARDO TILE AND<br>MARBLE CO INC               |                                                 | 15 WALKER WAY<br>ALBANY NY 12205                                                       | 03/21/2014 | 03/21/2019 |
| DOL | DOL |          | DIANE DEAVER                                        |                                                 | 731 WARWICK TURNPIKE<br>HEWITT NJ 07421                                                | 06/25/2012 | 12/11/2017 |
| DOL | NYC |          | DIMITRIOS KOUTSOUKOS                                |                                                 | C/O ASTORIA GENERAL<br>CONTR<br>35-34 31ST STREETLONG<br>ISLAND CITY NY 11106          | 09/02/2015 | 09/02/2020 |
| DOL | DOL |          | DORIS SKODA                                         |                                                 | C/O APCO CONTRACTING<br>CORP<br>24 SOUTH MARYLAND<br>AVENUEPORT WASHINGTON<br>NY 11050 | 09/24/2012 | 09/02/2020 |
| DOL | NYC | ****7404 | DOSANJH CONSTRUCTION<br>CORP                        |                                                 | 9439 212TH STREET<br>QUEENS VILLAGE NY 11428                                           | 02/25/2016 | 02/25/2021 |
| DOL | DOL |          | DOUGLAS L MALARKEY                                  | MALARKEY<br>CONSTRUCTI<br>ON                    | 64 VICTORIA DRIVE<br>B INGHAMTON NY 13904                                              | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****6982 | DUFOUR GROUP INC                                    | DUFOUR<br>MASONRY                               | 353 WEST 56TH STREET #7M<br>NEW YORK NY 10019                                          | 06/10/2014 | 06/10/2019 |
| DOL | DOL |          | DUFOUR MASONRY                                      |                                                 | 353 WEST 56TH ST #7M<br>NEW YORK NY 10019                                              | 06/10/2014 | 06/10/2019 |
| DOL | DOL |          | DUFOUR MASONRY &<br>RESTORATION INC                 |                                                 | 353 WEST 56TH STREET #7M<br>NEW YORK NY 10019                                          | 06/10/2014 | 06/10/2019 |
| DOL | DOL | ****5840 | DYNA CONTRACTING INC                                |                                                 | 363 88TH STREET<br>BROOKLYN NY 11209                                                   | 11/18/2013 | 11/18/2018 |
| DOL | DOL |          | E C WEBB                                            |                                                 | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                                        | 11/10/2015 | 11/10/2020 |
| DOL | DOL |          | EARL GALBREATH                                      |                                                 | 640 ASHFORD AVENUE<br>ARDSLEY NY 10502                                                 | 08/27/2013 | 08/27/2018 |
| DOL | DOL |          | EARL L WILSON                                       | WILSON<br>BROTHER<br>DRYWALL<br>CONTRACTOR<br>S | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                                               | 08/31/2015 | 08/31/2020 |
| DOL | DOL | ****1496 | EAST COAST DRYWALL INC                              |                                                 | 1238 PRESIDENT STREET<br>BROOKLYN NY 11225                                             | 11/18/2013 | 11/18/2018 |
| DOL | DOL | ****8011 | EOCA CLEANING<br>CONTRACTORS INC                    |                                                 | P O BOX 21-1022<br>BROOKLYN NY 11221                                                   | 05/16/2012 | 05/16/2017 |
| DOL | NYC | ****8074 | ECONOMY IRON WORKS INC                              |                                                 | 670 SOUTHERN BLVD<br>BRONX NY 10455                                                    | 06/14/2011 | 06/14/2016 |
| DOL | DOL |          | EDWARD L GAUTHIER                                   |                                                 | C/O IMPERIAL MASONRY<br>REST<br>141 ARGONNE<br>DRIVEKENMORE NY 14217                   | 10/03/2012 | 10/03/2017 |
| DOL | NYC |          | EDWARD MENKEN                                       |                                                 | C/O AQUA JET PAINTING<br>10 VIKING DRIVEWEST ISLIP<br>NY 11795                         | 04/16/2014 | 04/16/2019 |
| DOL | NYC | ****0900 | EF PRO CONTRACTING INC                              |                                                 | 147 BROOME AVENUE<br>ATLANTIC BEACH NY 11509                                           | 03/03/2014 | 03/03/2019 |
| DOL | NYC |          | EFSTRATIOS BERNARDIS                                |                                                 | 23-73 48TH STREET<br>LONG ISLAND CITY NY 11103                                         | 04/24/2014 | 04/24/2019 |
| DOL | NYC | ****6260 | EL TREBOL SPECIAL<br>CLEANING INC                   |                                                 | 95-26 76TH STREET<br>OZONE PARK NY 11416                                               | 10/12/2011 | 10/12/2016 |
| DOL | DOL |          | ELIZABETH RAMADANI                                  |                                                 | C/O RAMADA CONSTRUCTION<br>80 SAVO LOOPSTATEN<br>ISLAND NY 10309                       | 01/07/2014 | 01/07/2019 |
| DOL | DOL |          | ELLEN DESANTIS                                      | DESANTIS<br>ENTERPRISES                         | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135                                              | 09/24/2013 | 11/18/2018 |
| DOL | DOL | ****0780 | EMES HEATING & PLUMBING<br>CONTR                    |                                                 | 5 EMES LANE<br>MONSEY NY 10952                                                         | 01/20/2002 | 01/20/3002 |
| DOL | AG  |          | EMILIO FRANZA                                       |                                                 | 90 JUNIUS STREET<br>BROOKLYN NY 11212                                                  | 01/23/2014 | 01/23/2019 |
| DOL | DOL |          | EMPIRE CONCRETE<br>SERVICES LLC                     |                                                 | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                                        | 11/18/2013 | 01/07/2019 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                         |                                                  |                                                                              |            |            |
|-----|-----|----------|-----------------------------------------|--------------------------------------------------|------------------------------------------------------------------------------|------------|------------|
| DOL | DOL | ****0511 | EMPIRE CONCRETE SYSTEMS LLC             |                                                  | 101 SULLYS TRAIL/ SUITE 2<br>PITTSFORD NY 14534                              | 11/18/2013 | 01/07/2019 |
| DOL | DOL | ****2353 | EMPIRE CONSTRUCTORS LLC                 |                                                  | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                              | 11/18/2013 | 01/07/2019 |
| DOL | DOL |          | EMPIRE PRECAST LLC                      |                                                  | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                              | 11/18/2013 | 01/07/2019 |
| DOL | DOL | ****3270 | EMPIRE TILE INC                         |                                                  | 6 TREMONT COURT<br>HUNTINGTON STATION NY<br>11746                            | 03/08/2016 | 03/08/2021 |
| DOL | DOL |          | ERIKA BARNETT                           |                                                  | 253 BEACH BREEZE LANE<br>UNIT BARVERNE NY 11692                              | 02/05/2013 | 02/05/2018 |
| DOL | DOL |          | ESTEVEES & FRAGA<br>CONSTRUCTION CO INC |                                                  | 986 MADISON AVENUE<br>PATERSON NJ 07501                                      | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | ESTEVEES & FRAGA INC                    |                                                  | 986 MADISON AVENUE<br>PATERSON NJ 07501                                      | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | EVELIO ELLEDIAS                         |                                                  | 114 PEARL STREET<br>PORT CHESTER NY 10573                                    | 08/15/2012 | 08/15/2017 |
| DOL | NYC |          | EVERTON CARLESS                         |                                                  | 134 EVERGREEN PL/STE 101<br>EAST ORANGE NJ 07018                             | 12/30/2013 | 12/30/2018 |
| DOL | DOL |          | F KALAFATIS                             |                                                  | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                        | 01/07/2014 | 06/23/2019 |
| DOL | DOL |          | FANTASTIC PAINTING                      |                                                  | 493 LANSING ROAD<br>FULTONVILLE NY 12072                                     | 11/18/2013 | 11/18/2018 |
| DOL | DOL |          | FAY MATTHEW                             |                                                  | C/O CHAMPION<br>CONSTRUCTION<br>2131 SCHENECTADY<br>AVENUE BROOKLYN NY 11234 | 11/18/2015 | 11/18/2020 |
| DOL | DOL |          | FAZIA GINA ALI-MOHAMMED                 | C/O<br>CHAMPION<br>CONSTRUCTI<br>ON              | 2131 SCHENECTADY AVENUE<br>BROOKLYN NY 11234                                 | 11/18/2015 | 11/18/2020 |
| DOL | DOL | ****5867 | FJM-FERRO INC                           |                                                  | 6820 14TH AVENUE<br>BROOKLYN NY 11219                                        | 10/27/2011 | 10/27/2016 |
| DOL | DOL | ****1311 | FLOZ-ON PAINTING &<br>DECORATING INC    |                                                  | 12 DUNDERBERG ROAD<br>TOMKINS NY 10986                                       | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****8961 | FLOZ-ON PAINTING INC                    |                                                  | 12 DUNDERBERG ROAD<br>TOMKINS NY 10986                                       | 10/16/2013 | 10/16/2018 |
| DOL | DOL |          | FMS                                     |                                                  | 4 LEGHORN COURT<br>NEW YORK NY 11746                                         | 11/28/2012 | 11/28/2017 |
| DOL | DOL | ****8067 | FORTH SPORT FLOORS INC                  |                                                  | P O BOX 74<br>EAST GREENBUSH NY 12061                                        | 02/28/2012 | 10/01/2017 |
| DOL | DOL |          | FRAN MICELI                             |                                                  | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                        | 01/07/2014 | 06/23/2019 |
| DOL | DOL |          | FRANCES KALAFATIS                       |                                                  | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                        | 01/07/2014 | 06/23/2019 |
| DOL | DOL |          | FRANCES KALAFATIS-MICELI                |                                                  | 2279 HOLLERS AVENUE<br>BRONX NY 10475                                        | 01/07/2014 | 06/23/2019 |
| DOL | DOL |          | FRANK J MERCANDO                        |                                                  | 134 MURRAY AVENUE<br>YONKERS NY 10704                                        | 12/11/2009 | 02/03/2019 |
| DOL | DOL |          | FRANK MICELI JR                         | C/O FRANK<br>MICELI JR<br>CONTRACTIN<br>G INC    | 19 CLIFF STREET<br>NEW ROCHELLE NY 10801                                     | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****1321 | FRANK MICELI JR<br>CONTRACTING INC      |                                                  | 19 CLIFF STREET<br>NEW ROCHELLE NY 10801                                     | 10/16/2013 | 10/16/2018 |
| DOL | DOL |          | FRED ABDO                               | ABDO TILE<br>COMPANY<br>AKA ABDO<br>TILE CO      | 6179 EAST MOLLOY ROAD<br>EAST SYRACUSE NY 13057                              | 06/25/2010 | 07/02/2017 |
| DOL | DOL | ****2724 | FRESH START PAINTING<br>CORP            |                                                  | 157 TIBBETS ROAD<br>YONKERS NY 10705                                         | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | G FUCCI CONSTRUCTION<br>SERVICES        |                                                  | 3 ALAN B SHEPARD PLACE<br>YONKERS NY 10705                                   | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****6767 | G FUCCI PAINTING INC                    |                                                  | C/O SPIEGEL & UTRERA<br>1 MAIDEN LANE - 5TH FL NEW<br>YORK NY 10038          | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****4546 | GAF PAINTING LLC                        |                                                  | 157 TIBBETS ROAD<br>YONKERS NY 10705                                         | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | GARDEN STATE PAINTING                   |                                                  | 157 TIBBETTS ROAD<br>YONKERS NY 10705                                        | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | GARY MCDOWELL                           | GM<br>CONSTRUCTI<br>ON & LAWN<br>CARE<br>SERVICE | 76 PLEASANT STREET<br>WELLSVILLE NY 14895                                    | 06/11/2013 | 06/11/2018 |
| DOL | DOL |          | GEORGE DI BERNARDO                      |                                                  | C/O DI BERNARDO TILE<br>15 WALKER WAYALBANY NY<br>12205                      | 03/21/2014 | 03/21/2019 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                                |  |                                                                                |            |            |
|-----|-----|----------|------------------------------------------------|--|--------------------------------------------------------------------------------|------------|------------|
| DOL | NYC |          | GEORGE LUCEY                                   |  | 150 KINGS STREET<br>BROOKLYN NY 11231                                          | 01/19/1998 | 01/19/2998 |
| DOL | DOL |          | GERALD A POLLOCK                               |  | 336 TOMPKINS STREET<br>CORTLAND NY 13045                                       | 06/29/2010 | 07/15/2016 |
| DOL | DOL | ****1075 | GLOBAL TANK<br>CONSTRUCTION LLC                |  | P O BOX 1238<br>SALINA OK 74365                                                | 11/28/2012 | 11/28/2017 |
| DOL | DOL | ****0878 | GM CONSTRUCTION & LAWN<br>CARE SERVICE         |  | 76 PLEASANT STREET<br>WELLSVILLE NY 14895                                      | 06/11/2013 | 06/11/2018 |
| DOL | DOL | ****0090 | GOLDS FLOORING<br>INSTALLATIONS INC            |  | 25 HAMILTON ROAD<br>MONTICELLO NY 12701                                        | 10/16/2013 | 10/16/2018 |
| DOL | DOL |          | GREGORY A FUCCI                                |  | C/O PAF PAINTING SERVICES<br>157 TIBBETTS ROAD YONKERS<br>NY 10705             | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | GREGORY FUCCI JR                               |  | C/O APOLLO CONSTRUCTION<br>157 TIBBETTS ROAD YONKERS<br>NY 10705               | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | GRETCHEN SULLIVAN                              |  | P O BOX 130<br>CRETE IL 60417                                                  | 11/10/2011 | 11/10/2016 |
| DOL | DOL | ****7735 | GRYF CONSTRUCTION INC                          |  | 394 SPOTSWOOD-ENGLISH<br>RD<br>MONROE NJ 08831                                 | 08/08/2011 | 08/08/2016 |
| DOL | DOL | ****9456 | GUILLO CONTRACTING CORP                        |  | P O BOX 229<br>CALVERTON NY 11933                                              | 07/08/2013 | 07/08/2018 |
| DOL | DOL |          | GUS PAPASTEFANOU                               |  | C/O D & G PAINTING & DECO<br>53 LITTLE COLLABAR<br>ROAD MONTGOMERY NY<br>12549 | 04/19/2012 | 04/19/2017 |
| DOL | NYC | ****0346 | H N H CONTRACTORS CORP                         |  | 4558 BROADWAY # 6<br>NEW YORK NY 10040                                         | 08/04/2014 | 08/04/2019 |
| DOL | DOL |          | HALSSAM FOSTOK                                 |  | 5 HANSEN PLACE<br>WAYNE NJ 07470                                               | 09/18/2013 | 09/18/2018 |
| DOL | NYC |          | HAMEEDUL HASAN                                 |  | 240 HOME STREET<br>TEANECK NJ 07666                                            | 08/04/2014 | 08/04/2019 |
| DOL | AG  | ****9918 | HARA ELECTRIC CORP                             |  | 2461 47TH STREET<br>ASTORIA NY 11103                                           | 09/26/2013 | 09/26/2018 |
| DOL | DOL | ****5405 | HARD LINE CONTRACTING<br>INC                   |  | 89 EDISON AVENUE<br>MOUNT VERNON NY 10550                                      | 10/28/2011 | 10/28/2016 |
| DOL | NYC |          | HARMEEL SINGH                                  |  | 15 CLINTON LANE<br>HICKSVILLE NY 11801                                         | 02/25/2016 | 02/25/2021 |
| DOL | NYC |          | HAROLD KUEMMEL                                 |  | 58-83 54TH STREET<br>MASPETH NY 11378                                          | 02/26/2016 | 02/26/2021 |
| DOL | AG  |          | HARVINDER SINGH PAUL                           |  | 90 JUNIUS STREET<br>BROOKLYN NY 11212                                          | 01/23/2014 | 01/23/2019 |
| DOL | DOL |          | HENRY VAN DALRYMPLE                            |  | 2663 LANTERN LANE<br>ATLANTA GA 30349                                          | 12/01/2015 | 12/01/2020 |
| DOL | DOL |          | HI-TECH CONTRACTING CORP                       |  | 114 PEARL STREET<br>PORT CHESTER NY 10573                                      | 08/15/2012 | 08/15/2017 |
| DOL | DOL | ****6370 | HILLIANO CONSTRUCTION &<br>ELECTRICAL INC      |  | 354 MAGNOLIA STREET<br>ROCHESTER NY 14611                                      | 01/22/2015 | 01/22/2020 |
| DOL | DOL | ****8282 | IDEMA DEVELOPMENT INC                          |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                     | 12/04/2015 | 12/04/2020 |
| DOL | DOL | ****8282 | IDEMA GENERAL<br>CONTRACTORS INC               |  | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                     | 12/04/2015 | 12/04/2020 |
| DOL | DOL | ****8426 | IMPERIAL MASONRY<br>RESTORATION INC            |  | 141 ARGONNE DRIVE<br>KENMORE NY 14217                                          | 10/03/2012 | 10/03/2017 |
| DOL | DOL | ****7001 | INTEGRATED CONSTRUCTION<br>& POWER SYSTEMS INC |  | SUITE 100<br>2105 W GENESEE<br>STREETS YRACUSE NY 13219                        | 01/06/2016 | 01/06/2021 |
| DOL | DOL |          | ISABEL FRAGA                                   |  | C/O THREE FRIENDS CONSTR<br>986 MADISON<br>AVENUE PATERSON NJ 07501            | 01/03/2013 | 01/03/2018 |
| DOL | AG  | ****0000 | J A M CONSTRUCTION CORP                        |  | SUITE 125<br>265 SUNRISE<br>HIGHWAY ROCKVILLE CENTRE<br>NY 10457               | 04/07/2016 | 04/07/2021 |
| DOL | DOL | ****7598 | J M RICH LLC                                   |  | P O BOX 268<br>STILLWATER NY 12170                                             | 09/16/2013 | 03/21/2019 |
| DOL | DOL | ****3478 | J N P CONSTRUCTION CORP                        |  | 50 LOUIS COURT<br>P O BOX 1907 SOUTH<br>HACKENSACK NY 07606                    | 03/21/2014 | 03/21/2019 |
| DOL | DOL |          | J N RICH LLC                                   |  | P O BOX 268<br>STILLWATER NY 12170                                             | 09/16/2013 | 03/21/2019 |
| DOL | DOL | ****9368 | J TECH CONSTRUCTION                            |  | PO BOX 64782<br>ROCHESTER NY 14624                                             | 09/24/2012 | 09/24/2017 |
| DOL | DOL |          | J THE HANDYMAN                                 |  |                                                                                | 09/24/2012 | 09/24/2017 |
| DOL | DOL | ****4910 | J V MAGIC TOUCH<br>CORPORATION                 |  | 94-25 57TH AVENUE, APT 5G<br>ELMHURST NY 11373                                 | 01/12/2015 | 01/12/2020 |

**NYSDOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                         |                               |                                                                            |            |            |
|-----|-----|----------|-------------------------|-------------------------------|----------------------------------------------------------------------------|------------|------------|
| DOL | DOL |          | JACQUELINE HOWE         |                               | C/O FLOZ-ON PAINTING INC<br>12 DUNDERBERG<br>ROADTOMKINS NY 10986          | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****8627 | JAG I LLC               |                               | 635 LUZERNE ROAD<br>QUEENSBURY NY 12804                                    | 09/16/2013 | 09/16/2018 |
| DOL | DOL | ****2868 | JAG INDUSTRIES INC      |                               | 175 BROAD ST - SUITE 320<br>GLEN FALLS NY 12801                            | 09/16/2013 | 09/16/2018 |
| DOL | DOL |          | JAMES B RHYNDERS        |                               | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | DOL |          | JAMES BOYCE             |                               | C/O EMPIRE CONCRETE SYST<br>101 SULLYS TRAIL/SUITE<br>20PITTSFORD NY 14534 | 11/18/2013 | 01/07/2019 |
| DOL | DOL |          | JAMES E RHYNDERS        |                               | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | AG  |          | JAMES FALCONE           |                               | SUITE 125<br>265 SUNRISE<br>HIGHWAYROCKVILLE CENTRE<br>NY 10457            | 04/07/2016 | 04/07/2021 |
| DOL | DOL |          | JAMES RHYNDERS SR       |                               | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                 | 12/04/2015 | 12/04/2020 |
| DOL | DOL |          | JAMES SICKAU            |                               | 3090 SHIRLEY ROAD<br>NORTH COLLINS NY 14111                                | 04/19/2011 | 07/08/2020 |
| DOL | DOL |          | JAMES WALSH             |                               | 89 EDISON AVENUE<br>MOUNT VERNON NY 10550                                  | 10/28/2011 | 10/28/2016 |
| DOL | DOL |          | JASON M RICH            |                               | P O BOX 268<br>STILLWATER NY 12170                                         | 09/16/2013 | 03/21/2019 |
| DOL | DOL |          | JASON W MILLIMAN        |                               | C/O ROCHESTER<br>ACOUSTICAL<br>P O BOX 799HILTON NY 14468                  | 02/19/2016 | 02/19/2021 |
| DOL | DOL |          | JAY PRESUTTI            |                               | C/O CONSOLIDATED<br>INDUSTRI<br>2051 ROUTE 44/55MODENA NY<br>12548         | 01/28/2013 | 01/28/2018 |
| DOL | DOL |          | JEFF P BRADLEY          |                               | 520 PINE HILL ROAD<br>CHESTER NY 10940                                     | 06/23/2014 | 06/23/2019 |
| DOL | NYC |          | JEFFREY CASSIDY         |                               | 14 RAILROAD AVENUE<br>VALHALLA NY 10595                                    | 05/15/2014 | 04/02/2020 |
| DOL | DOL |          | JERALD HOWE             |                               | C/O FLOZ-ON PAINTING INC<br>12 DUNDERBERG<br>ROADTOMKINS NY 10986          | 10/16/2013 | 10/16/2018 |
| DOL | DOL |          | JEROME LACITIGNOLA      |                               | C/O CATSKILL FENCE INSTAL<br>5445 ROUTE 32 CATSKILL NY<br>12414            | 08/22/2014 | 08/22/2019 |
| DOL | NYC |          | JERRY DEWATERS          |                               | 30 COLUMBUS CIRCLE<br>EASTCHESTER NY 10709                                 | 08/21/2012 | 08/21/2017 |
| DOL | DOL |          | JOHN CATONE             |                               | C/O CATONE CONSTRUCTION<br>294 ALPINE<br>ROADROCHESTER NY 14612            | 03/09/2012 | 03/09/2017 |
| DOL | DOL |          | JOHN DESCUL             |                               | 437 SUNRISE HIGHWAYA<br>WEST BABYLON NY 11704                              | 08/12/2013 | 08/12/2018 |
| DOL | DOL |          | JOHN H LEE              | JOHN LEE<br>QUALITY<br>PAVING | 67 WILER ROAD<br>HILTON NY 14468                                           | 01/28/2013 | 01/28/2018 |
| DOL | DOL | ****1749 | JOHN LEE QUALITY PAVING |                               | 67 WILER ROAD<br>HILTON NY 14468                                           | 01/28/2013 | 01/28/2018 |
| DOL | DOL |          | JON E DEYOUNG           |                               | 261 MILL ROAD<br>P O BOX 296EAST AURORA<br>NY 14052                        | 07/29/2015 | 07/29/2020 |
| DOL | DOL | ****9368 | JORGE I DELEON          | J TECH<br>CONSTRUCTI<br>ON    | PO BOX 64782<br>ROCHESTER NY 14624                                         | 09/24/2012 | 09/24/2017 |
| DOL | DOL |          | JORGE OUVINA            |                               | 344 SOUNDVIEW LANE<br>COLLEGE POINT NY 11356                               | 11/22/2011 | 11/22/2016 |
| DOL | DOL |          | JORGE VILLALOBOS        |                               | 94-25 57TH AVENUE - APT 5<br>ELMHURST NY 11373                             | 01/12/2015 | 01/12/2020 |
| DOL | DOL |          | JOSE MONTAS             |                               | 27 BUTLER PLACE<br>YONKERS NY 10710                                        | 03/18/2011 | 03/19/2020 |
| DOL | DOL |          | JOSEPH CASUCCI          |                               | 6820 14TH AVENUE<br>BROOKLYN NY 11219                                      | 10/27/2011 | 10/27/2016 |
| DOL | AG  |          | JOSEPH FALCONE          |                               | SUITE 125<br>265 SUNRISE<br>HIGHWAYROCKVILLE CENTRE<br>NY 10457            | 04/07/2016 | 04/07/2021 |
| DOL | DOL |          | JOSEPH MARTONE          |                               | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                     | 08/27/2013 | 08/27/2018 |
| DOL | DOL |          | JOSHUA DEBOWSKY         |                               | 9547 BUSTLETON AVENUE<br>PHILADELPHIA PA 19115                             | 02/05/2014 | 02/05/2019 |
| DOL | DOL |          | JOYA MUSCOLINO          |                               | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                 | 09/03/2013 | 09/03/2018 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                                     |                                        |                                                                        |            |            |
|-----|-----|----------|-----------------------------------------------------|----------------------------------------|------------------------------------------------------------------------|------------|------------|
| DOL | DOL |          | JUANA MARTINEZ                                      |                                        | C/O LEAD CONSTRUCTION<br>27 BUTLER PLACE YONKERS<br>NY 10710           | 03/19/2015 | 03/19/2020 |
| DOL | DOL | ****4340 | JUBCO SITE DEVELOPMENT<br>LLC                       |                                        | 462 LAKEVIEW AVENUE<br>VALHALLA NY 10595                               | 12/16/2013 | 12/16/2018 |
| DOL | DOL |          | JULIUS AND GITA BEHREND                             |                                        | 5 EMES LANE<br>MONSEY NY 10952                                         | 11/20/2002 | 11/20/3002 |
| DOL | DOL |          | KAREN HARTMAN                                       |                                        | C/O GUILLO CONTRACTING<br>P O BOX 229 CALVERTON NY<br>11933            | 07/08/2013 | 07/08/2018 |
| DOL | NYC |          | KATHLEEN SELA                                       | C/O COLONIAL<br>ROOFING<br>COMPANY INC | 247 48TH STREET<br>BROOKLYN NY 11220                                   | 02/05/2014 | 02/05/2019 |
| DOL | DOL |          | KEITH SCHEPIS                                       |                                        | C/O KJS HAULING AND HOME<br>95 MAPLE AVENUE NEW CITY<br>NY 10956       | 04/15/2013 | 04/15/2018 |
| DOL | DOL |          | KEN DEAVER                                          |                                        | 731 WARWICK TURNPIKE<br>HEWITT NJ 07421                                | 06/25/2012 | 12/11/2017 |
| DOL | DOL |          | KEVIN BABCOCK JR                                    |                                        | P O BOX 46<br>THOMPSON RIDGE NY 10985                                  | 08/22/2014 | 08/22/2019 |
| DOL | DOL |          | KEVIN M BABCOCK                                     |                                        | P O BOX 46<br>THOMPSON RIDGE NY 10985                                  | 08/22/2014 | 08/22/2019 |
| DOL | DOL |          | KIM SOROCENSKI                                      |                                        | C/O SOLUTION MATTERS INC<br>198 NORWOOD ROADPORT<br>JEFFERSON NY 11776 | 11/19/2015 | 11/19/2020 |
| DOL | DOL | ****2463 | KJS HAULING AND HOME<br>IMPROVEMENT INC             |                                        | 95 MAPLE AVENUE<br>NEW CITY NY 10956                                   | 04/15/2013 | 04/15/2018 |
| DOL | AG  |          | KOSTAS "GUS"<br>ANDRIKOPOULOS                       |                                        | 2461 47TH STREET<br>ASTORIA NY 11103                                   | 09/26/2013 | 09/26/2018 |
| DOL | DOL |          | KRZYSZTOF PRXYBYL                                   |                                        | 2 TINA LANE<br>HOPEWELL JUNCTION NY<br>12533                           | 01/06/2012 | 01/06/2017 |
| DOL | DOL | ****6033 | KUSNIR CONSTRUCTION                                 |                                        | 2677 ANAWALK ROAD<br>KATONAH NY 10536                                  | 08/03/2012 | 08/03/2017 |
| DOL | DOL | ****0526 | LAGUARDIA CONSTRUCTION<br>CORP                      |                                        | 47-40 48TH STREET<br>WOODSIDE NY 11377                                 | 07/01/2011 | 07/01/2016 |
| DOL | NYC | ****8816 | LAKE CONSTRUCTION AND<br>DEVELOPMENT<br>CORPORATION |                                        | 150 KINGS STREET<br>BROOKLYN NY 11231                                  | 08/19/1998 | 08/19/2998 |
| DOL | DOL | ****6224 | LAKESIDE FIRE SPRINKLERS<br>LLC                     |                                        | 125 CHAUTAUQUA AVENUE<br>LAKEWOOD NY 14750                             | 06/24/2015 | 06/24/2020 |
| DOL | DOL |          | LARRY DOMINGUEZ                                     |                                        | 114 PEARL STREET<br>PORT CHESTER NY 10573                              | 08/15/2012 | 08/15/2017 |
| DOL | DOL |          | LAURA A. GAUTHIER                                   |                                        | C/O IMPERIAL MASONRY<br>REST<br>141 ARGONNE<br>DRIVE KENMORE NY 14217  | 10/03/2012 | 10/03/2017 |
| DOL | DOL |          | LAURI MARTONE                                       |                                        | 112 OSCAWANA HEIGHTS<br>ROAD<br>PUTNAM VALLEY NY 10542                 | 08/27/2013 | 08/27/2018 |
| DOL | DOL |          | LAVERN GLAVE                                        |                                        | C/O RAW POWER ELECTRIC<br>3 PARK CIRCLE MIDDLETOWN<br>NY 10940         | 09/15/2014 | 09/15/2019 |
| DOL | DOL |          | LAWRENCE J RUGGLES                                  |                                        | P O BOX 371<br>ROUND LAKE NY 12151                                     | 05/12/2014 | 05/12/2019 |
| DOL | DOL | ****1364 | LEAD CONSTRUCTION<br>SERVICES INC                   |                                        | 3 ALAN B SHEPARD PLACE<br>YONKERS NY 10705                             | 03/19/2015 | 03/19/2020 |
| DOL | DOL | ****0597 | LEED INDUSTRIES CORP                                | HI-TECH<br>CONTRACTIN<br>G CORP        | 114 PEART STREET<br>PORT CHESTER NY 10573                              | 08/15/2012 | 08/15/2017 |
| DOL | AG  |          | LEONID FRIDMAN                                      |                                        | APT 5<br>200 BRIGHTON, 15TH<br>ST BROOKLYN NY 11235                    | 01/23/2013 | 01/23/2019 |
| DOL | DOL |          | LINDSEY R CRILL                                     |                                        | 143 FILLMORE AVENUE<br>BUFFALO NY 14210                                | 01/08/2015 | 01/08/2020 |
| DOL | DOL | ****8453 | LINPHILL ELECTRICAL<br>CONTRACTORS INC              |                                        | 523 SOUTH 10TH AVENUE<br>MOUNT VERNON NY 10553                         | 01/07/2011 | 04/15/2018 |
| DOL | DOL |          | LINVAL BROWN                                        |                                        | 523 SOUTH 10TH AVENUE<br>MOUNT VERNON NY 10553                         | 01/07/2011 | 04/15/2018 |
| DOL | NYC | ****2850 | M A 2 FLAGS CONTRACTING<br>CORP                     |                                        | 25-18 100TH STREET<br>EAST ELMHURST NY 11369                           | 08/21/2013 | 08/21/2018 |
| DOL | AG  | ****6957 | M B DIN CONSTRUCTION INC                            |                                        | 8831 20TH AVENUE/SUITE 6E<br>BROOKLYN NY 11214                         | 11/17/2015 | 11/17/2020 |
| DOL | NYC | ****6317 | M S QUALITY CONSTRUCTION<br>LLC                     |                                        | 27 MAPLEWOOD AVENUE<br>COLONIA NJ 07067                                | 02/04/2015 | 02/04/2020 |
| DOL | NYC |          | MACIEJ SONTOWSKI                                    |                                        | 27 MAPLEWOOD AVENUE<br>COLONIA NJ 07067                                | 02/04/2015 | 02/04/2020 |
| DOL | NYC | ****9590 | MACK GLASSNAUTH IRON<br>WORKS INC                   |                                        | 137 LIBERTY AVENUE<br>BROOKLYN NY 11212                                | 12/21/2015 | 12/21/2020 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                             |                            |                                                                              |            |            |
|-----|-----|----------|---------------------------------------------|----------------------------|------------------------------------------------------------------------------|------------|------------|
| DOL | NYC | ****3141 | MACKEY REED ELECTRIC INC                    |                            | 1ST FLOOR STORE FRONT<br>88-10 LITTLE NECK<br>PARKWAYFLORAL PARK NY<br>11001 | 06/24/2014 | 06/24/2019 |
| DOL | DOL |          | MALARKEY'S BAR & GRILL<br>LLC               |                            | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                                     | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****0705 | MALARKEY'S PUB & GRUB<br>LLC                |                            | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                                     | 02/04/2016 | 02/04/2021 |
| DOL | NYC |          | MANUEL P TOBIO                              |                            | 150 KINGS STREET<br>BROOKLYN NY 14444                                        | 08/19/1998 | 08/19/2998 |
| DOL | NYC |          | MANUEL TOBIO                                |                            | 150 KINGS STREET<br>BROOKLYN NY 11231                                        | 08/19/1998 | 08/19/2998 |
| DOL | DOL |          | MAR CONTRACTING CORP                        |                            | 620 COMMERCE STREET<br>THORNWOOD NY 10594                                    | 09/24/2012 | 09/24/2017 |
| DOL | DOL |          | MARGARET FORTH                              |                            | P O BOX 74<br>EAST GREENBUSH NY 12061                                        | 02/28/2012 | 10/01/2017 |
| DOL | DOL |          | MARIA ESTEVES AKA MARIA<br>MARTINS          |                            | C/O THREE FRIENDS CONSTR<br>986 MADISON<br>AVENUEPATERSON NJ 07501           | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | MARIA MARTINS AKA MARIA<br>ESTEVES          |                            | C/O THREE FRIENDS CONSTR<br>986 MADISON<br>AVENUEPATERSON NJ 07501           | 01/03/2013 | 01/03/2018 |
| DOL | DOL |          | MARIACHI'S PIZZERIA                         |                            | C/O DOUGLAS L MALARKEY<br>64 VICTORIA<br>DRIVEBINGHAMTON NY 13904            | 02/04/2016 | 02/04/2021 |
| DOL | DOL |          | MARIO LUIS                                  |                            | 31 DURANT AVENUE<br>BETHEL CT 06801                                          | 07/02/2012 | 07/02/2017 |
| DOL | DOL |          | MARK MIONIS                                 |                            | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                              | 11/10/2015 | 11/10/2020 |
| DOL | DOL | ****5533 | MARQUISE CONSTRUCTION &<br>DEVELOPMENT CORP |                            | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                   | 09/03/2013 | 09/03/2018 |
| DOL | DOL | ****8810 | MARQUISE CONSTRUCTION<br>ASSOCIATES INC     |                            | 20 BOSWELL ROAD<br>PUTNAM VALLEY NY 10579                                    | 09/03/2013 | 09/03/2018 |
| DOL | DOL | ****1134 | MARQUISE CONSTRUCTION<br>CORP               |                            | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                                   | 09/03/2013 | 09/03/2018 |
| DOL | NYC | ****4314 | MASCON RESTORATION INC                      |                            | 129-06 18TH AVENUE<br>COLLEGE POINT NY 11356                                 | 02/09/2012 | 02/09/2017 |
| DOL | NYC | ****4314 | MASCON RESTORATION LLC                      |                            | 129-06 18TH AVENUE<br>COLLEGE POINT NY 11356                                 | 02/09/2012 | 02/09/2017 |
| DOL | DOL | ****0845 | MASONRY CONSTRUCTION<br>INC                 |                            | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                                      | 12/04/2009 | 05/04/2017 |
| DOL | DOL | ****3333 | MASONRY INDUSTRIES INC                      |                            | 442 ARMONK ROAD<br>MOUNT KISCO NY 10549                                      | 12/04/2009 | 05/04/2017 |
| DOL | DOL |          | MATTHEW IDEMA GENERAL<br>CONTRACTORS INC    |                            | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                                   | 12/04/2015 | 12/04/2020 |
| DOL | DOL | ****9857 | MBL CONTRACTING<br>CORPORATION              |                            | 2620 ST RAYMOND AVENUE<br>BRONX NY 10461                                     | 08/30/2011 | 08/30/2016 |
| DOL | DOL | ****9028 | MCINTOSH INTERIORS LLC                      |                            | 8531 AVENUE B<br>BROOKLYN NY 11236                                           | 02/05/2013 | 02/05/2018 |
| DOL | DOL | ****4259 | MERCANDO CONTRACTING<br>CO INC              |                            | 134 MURRAY AVENUE<br>YONKERS NY 10704                                        | 12/11/2009 | 02/03/2019 |
| DOL | DOL | ****0327 | MERCANDO INDUSTRIES LLC                     |                            | 134 MURRAY AVENUE<br>YONKERS NY 10704                                        | 12/11/2009 | 02/03/2019 |
| DOL | NYC | ****5330 | METRO DUCT SYSTEMS INC                      |                            | 1219 ASTORIA BOULEVARD<br>LONG ISLAND CITY NY 11102                          | 04/16/2014 | 11/19/2020 |
| DOL | DOL | ****3368 | MICEK CONSTRUCTION CO<br>INC                |                            | 20 CROSS STREET<br>FALCONER NY 14733                                         | 12/02/2014 | 12/02/2019 |
| DOL | DOL |          | MICHAEL A PASCARELLA                        |                            | SUITE 100<br>2105 WEST GENESEE STREET<br>SYRACUSE NY 13219                   | 01/06/2016 | 01/06/2021 |
| DOL | DOL | ****9198 | MICHAEL CZECHOWICZ                          | OCTAGON CO                 | 37-11 35TH AVENUE-2ND FL<br>LONG ISLAND CITY NY 11101                        | 01/08/2013 | 01/08/2018 |
| DOL | DOL |          | MICHAEL F LEARY JR                          |                            | 3813 SNOWDEN HILL<br>ROADNEW HARTFORD NY<br>13413                            | 06/19/2013 | 06/19/2018 |
| DOL | DOL |          | MICHAEL F LEARY JR METAL<br>STUD & DRYWALL  |                            | 3813 SNOWDEN HILL ROAD<br>NEW HARTFORD NY 13413                              | 06/19/2013 | 06/19/2018 |
| DOL | NYC |          | MICHAEL HIRSCH                              |                            | C/O MZM CORP<br>163 S MAIN STREETNEW CITY<br>NY 10956                        | 01/28/2016 | 01/28/2021 |
| DOL | DOL |          | MICHAEL KTISTAKIS                           |                            | 363 88TH STREET<br>BROOKLYN NY 11209                                         | 11/18/2013 | 11/18/2018 |
| DOL | DOL | ****6033 | MICHAEL KUSNIR                              | KUSNIR<br>CONSTRUCTI<br>ON | 2677 ANAWALK ROAD<br>KATONAH NY 10536                                        | 08/03/2012 | 08/03/2017 |
| DOL | DOL |          | MICHAEL MARGOLIN                            |                            | 4 LEGHORN COURT<br>NEW YORK NY 11746                                         | 11/28/2012 | 11/28/2017 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                          |                                    |                                                                          |            |            |
|-----|-----|----------|------------------------------------------|------------------------------------|--------------------------------------------------------------------------|------------|------------|
| DOL | DOL |          | MICHAEL WILSON                           | WILSON BROTHER DRYWALL CONTRACTORS | 36 ABERSOLD STREET ROCHESTER NY 14621                                    | 08/31/2015 | 08/31/2020 |
| DOL | DOL |          | MICHELLE L BARBER                        |                                    | 635 LUZERNE ROAD QUEENSBURY NY 12804                                     | 09/16/2013 | 09/16/2018 |
| DOL | DOL | ****2635 | MIDLAND CONSTRUCTION OF CEDAR LAKE INC   |                                    | 13216 CALUMET AVENUE CEDAR LAKE IL 46303                                 | 11/10/2011 | 11/10/2016 |
| DOL | NYC |          | MIGUEL ACOSTA                            |                                    | 25-18 100TH STREET EAST ELMHURST NY 11369                                | 08/21/2013 | 08/21/2018 |
| DOL | NYC |          | MILANCE HADZIC                           |                                    | 22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503                              | 03/11/2015 | 03/11/2020 |
| DOL | AG  |          | MOHAMMAD RIAZ                            |                                    | 46 RUGBY ROAD WESTBURY NY 11590                                          | 11/20/2013 | 11/20/2018 |
| DOL | AG  |          | MOHAMMED N CHATHA                        |                                    | 8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214                              | 11/17/2015 | 11/17/2020 |
| DOL | NYC | ****2690 | MONDOL CONSTRUCTION INC                  |                                    | 11-27 30TH DRIVE LONG ISLAND CITY NY 11102                               | 05/25/2011 | 05/25/2016 |
| DOL | DOL |          | MORTON LEVITIN                           |                                    | 3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572                               | 08/30/2011 | 08/30/2016 |
| DOL | DOL | ****2737 | MOUNTAIN'S AIR INC                       |                                    | 2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229                              | 09/24/2012 | 09/18/2020 |
| DOL | DOL |          | MUHAMMAD PERVAIZ                         |                                    | C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234      | 11/18/2015 | 11/18/2020 |
| DOL | NYC |          | MUHAMMAD ZULFIQAR                        |                                    | 129-06 18TH AVENUE COLLEGE POINT NY 11356                                | 02/09/2012 | 02/09/2017 |
| DOL | DOL |          | MURRAY FORTH                             |                                    | P O BOX 74 EAST GREENBUSH NY 12061                                       | 02/28/2012 | 10/01/2017 |
| DOL | DOL |          | MUZAFFAR HUSSAIN                         |                                    | C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229                 | 01/28/2013 | 01/28/2018 |
| 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 | DOL |          | NICHOLAS DEGREGORY JR                    | NJ DEGREGORY & COMPANY             | 1698 ROUTE 9 GLENS FALLS NY 12801                                        | 05/23/2013 | 05/23/2018 |
| 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 | DOL |          | NIKOLAS PSAREAS                          |                                    | 656 N WELLWOOD AVE/STE C LINDENHURST NY 11757                            | 09/01/2011 | 09/01/2016 |
| DOL | DOL | ****5279 | NJ DEGREGORY & COMPANY                   |                                    | 1698 ROUTE 9 GLENS FALLS NY 12801                                        | 05/23/2013 | 05/23/2018 |
| DOL | DOL |          | NJ DEGREGORY & SONS CONSTRUCTION         |                                    | 1698 ROUTE 9 GLENS FALLS NY 12801                                        | 05/23/2013 | 05/23/2018 |
| DOL | NYC | ****1968 | NORTH AMERICAN IRON WORKS INC            |                                    | 1560 DECATUR STREET RIDGEWOOD NY 11385                                   | 05/15/2015 | 05/15/2020 |
| DOL | DOL | ****9198 | OCTAGON CO                               |                                    | 37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101                       | 01/08/2013 | 01/08/2018 |
| DOL | DOL |          | OKBY ELSAYED                             |                                    | 1541 EAST 56TH STREET BROOKLYN NY 11234                                  | 05/04/2012 | 05/04/2017 |
| DOL | NYC |          | OLIVER HOLGUIN                           |                                    | 95-26 76TH STREET OZONE PARK NY 11416                                    | 10/12/2011 | 10/12/2016 |
| 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 |
| 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 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                            |                       |                                                                             |            |            |
|-----|-----|----------|--------------------------------------------|-----------------------|-----------------------------------------------------------------------------|------------|------------|
| DOL | DOL | ****8802 | PAT'S HEATING AND AIR<br>CONDITIONING LTD  |                       | P O BOX 371<br>ROUND LAKE NY 12151                                          | 05/12/2014 | 05/12/2019 |
| DOL | DOL |          | PATRICIA M RUGGLES                         |                       | P O BOX 371<br>ROUND LAKE NY 12151                                          | 05/12/2014 | 05/12/2019 |
| DOL | DOL |          | PAUL VERNA                                 |                       | C/O AMERICAN STEEL<br>MECHA<br>693 PAINTER STREETMEDIA<br>PA 19063          | 02/20/2013 | 02/20/2018 |
| DOL | DOL | ****9569 | PERFORM CONCRETE INC                       |                       | 31 DURANT AVENUE<br>BETHEL CT 06801                                         | 07/02/2012 | 07/02/2017 |
| DOL | NYC |          | PETER LUSTIG                               |                       | 30 COLUMBUS CIRCLE<br>EASTCHESTER NY 10709                                  | 08/21/2012 | 08/21/2017 |
| DOL | NYC |          | PETER TRITARIS                             |                       | 5990 58TH AVENUE<br>MASPETH NY 11378                                        | 11/18/2013 | 11/18/2018 |
| DOL | DOL | ****7914 | PRECISION SITE<br>DEVELOPMENT INC          |                       | 89 EDISON AVENUE<br>MOUNT VERNON NY 10550                                   | 10/28/2011 | 10/28/2016 |
| DOL | DOL | ****2989 | PROFESSIONAL ESTIMATING<br>& BUSINESS CORP |                       | 157 TIBBETS ROAD<br>YONKERS NY 10705                                        | 03/12/2014 | 03/12/2019 |
| DOL | DOL | ****6895 | PROLINE CONCRETE OF WNY<br>INC             |                       | 3090 SHIRLEY ROAD<br>NORTH COLLINS NY 14111                                 | 04/19/2011 | 07/08/2020 |
| DOL | DOL | ****0015 | RAMADA CONSTRUCTION<br>CORP                |                       | 80 SAVO LOOP<br>STATEN ISLAND NY 10309                                      | 01/07/2014 | 01/07/2019 |
| DOL | NYC |          | RAMESHWAR ASU                              |                       | 137 LIBERTY AVENUE<br>BROOKLYN NY 11212                                     | 12/21/2015 | 12/21/2020 |
| DOL | DOL |          | RANA A KAHN                                |                       | 1973 81ST ST - SUITE A-5<br>BROOKLYN NY 11214                               | 01/08/2015 | 01/08/2020 |
| DOL | NYC |          | RANTIK PARIKH                              |                       | 13 LORIANN ROAD<br>WARREN NJ 07059                                          | 07/15/2015 | 07/15/2020 |
| DOL | DOL | ****2633 | RAW POWER ELECTRIC CORP                    |                       | 3 PARK PLACE<br>MIDDLETOWN NY 10940                                         | 09/16/2013 | 09/15/2019 |
| DOL | NYC |          | RAYMOND PEARSON                            |                       | P O BOX 957<br>PORT JEFFERSON STA NY<br>11776                               | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | REBECCA THORNE                             |                       | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                                   | 02/21/2013 | 02/21/2018 |
| DOL | DOL |          | REGINALD WARREN                            |                       | C/O RAW POWER ELECTRIC<br>3 PARK CIRCLEMIDDLETOWN<br>NY 10940               | 09/15/2014 | 09/15/2019 |
| DOL | NYC | ****3461 | RELIANCE GENERAL<br>CONSTRUCTION INC       |                       | 644 OCEAN PARKWAY<br>BROOKLYN NY 11230                                      | 09/02/2015 | 09/02/2020 |
| DOL | DOL |          | REVOLUTIONARY FLOORS<br>LLC                |                       | P O BOX 268<br>STILLWATER NY 12170                                          | 09/16/2013 | 03/21/2019 |
| DOL | DOL |          | RHINO CONCRETE LLC                         |                       | 101 SULLYS TRAIL/SUITE 20<br>PITTSFORD NY 14534                             | 11/18/2013 | 01/07/2019 |
| DOL | DOL |          | RICHARD WILSON                             |                       | C/O DUFOUR GROUP INC<br>353 WEST 56TH STREET<br>#7MNEW YORK NY 10019        | 06/10/2014 | 06/10/2019 |
| DOL | DOL | ****8618 | RIEKS CONTRACTING LLC                      |                       | 4804 GAHWILER ROAD<br>AUBURN NY 13021                                       | 05/01/2015 | 05/01/2020 |
| DOL | DOL |          | ROBBYE BISSEAR                             |                       | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427                           | 01/11/2003 | 01/11/3003 |
| DOL | DOL | ****1855 | ROBERT D BISHOP JR                         | ROBERT D<br>BISHOP JR | P O BOX 112<br>MORRISONVILLE NY 12962                                       | 07/15/2014 | 07/15/2019 |
| DOL | DOL |          | ROBERT D BISHOP JR                         |                       | P O BOX 112<br>MORRISONVILLE NY 12962                                       | 07/15/2014 | 07/15/2019 |
| DOL | NYC |          | ROBERT GUIDO                               |                       | 3256 BRUNER AVENUE<br>BRONX NY 10469                                        | 07/29/2014 | 07/29/2019 |
| DOL | DOL |          | ROBERT L EVANS                             |                       | 128A NORTH STAMFORD<br>ROAD<br>STAMFORD CT 06903                            | 05/23/2013 | 05/23/2018 |
| DOL | DOL |          | ROBERT TORDELLA                            |                       | 125 CHAUTAUQUA AVENUE<br>LAKEWOOD NY 14750                                  | 06/24/2015 | 06/24/2020 |
| DOL | DOL |          | ROCCO ESPOSITO                             |                       | C/O ROCMAR CONTRACTING<br>CO<br>620 COMMERCE<br>STREETTHORNWOOD NY<br>10594 | 09/24/2012 | 09/24/2017 |
| DOL | DOL | ****3859 | ROCHESTER ACOUSTICAL<br>CORP               |                       | P O BOX 799<br>HILTON NY 14468                                              | 02/19/2016 | 02/19/2021 |
| DOL | DOL |          | ROCMAR CONSTRUCTION<br>CORP                |                       | 620 COMMERCE STREET<br>THORNWOOD NY 10594                                   | 09/24/2012 | 09/24/2017 |
| DOL | DOL | ****7083 | ROCMAR CONTRACTING<br>CORP                 |                       | 620 COMMERCE STREET<br>THORNWOOD NY 10594                                   | 09/24/2012 | 09/24/2017 |
| DOL | NYC |          | RODNEY SCOTT                               |                       | 201 HEMPSTEAD AVENUE<br>WEST HEMPSTEAD NY 11552                             | 10/30/2015 | 10/30/2020 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                           |                                                |                                                                    |            |            |
|-----|-----|----------|-------------------------------------------|------------------------------------------------|--------------------------------------------------------------------|------------|------------|
| DOL | DOL |          | ROMEO WARREN                              |                                                | C/O RAW POWER ELECTR<br>CORP<br>3 PARK PLACEMIDDLETOWN<br>NY 10940 | 09/16/2013 | 09/15/2019 |
| DOL | DOL |          | ROSEANNE CANTISANI                        |                                                | 11 TATAMUCK ROAD<br>POUND RIDGE NY 10576                           | 05/04/2012 | 05/04/2017 |
| DOL | DOL |          | ROSS J MUSCOLINO                          |                                                | 10 ST CHARLES STREET<br>THORNWOOD NY 10594                         | 09/03/2013 | 09/03/2018 |
| DOL | DOL |          | S & S ELECTRIC                            |                                                | 235 BROADWAY<br>SCHENECTADY NY 12306                               | 06/19/2013 | 06/19/2018 |
| DOL | NYC |          | SAEED HASAN                               |                                                | 4558 BROADWAY #6<br>NEW YORK NY 10040                              | 08/04/2014 | 08/04/2019 |
| DOL | DOL | ****4923 | SCHENLEY CONSTRUCTION<br>INC              |                                                | 731 WARWICK TURNPIKE<br>HEWITT NJ 07421                            | 06/25/2012 | 12/11/2017 |
| DOL | NYC | ****2117 | SCOTT ELECTRICAL LLC                      |                                                | 201 HEMPSTEAD AVENUE<br>WEST HEMPSTEAD NY 11552                    | 10/30/2015 | 10/30/2020 |
| DOL | DOL |          | SCOTT LEONARD                             | GLOBAL TANK<br>CONSTRUCTI<br>ON LLC            | P O BOX 1238<br>SALINA OK 74365                                    | 11/28/2012 | 11/28/2017 |
| DOL | DOL |          | SEAKCO CONSTRUCTION<br>COMPANY LLC        |                                                | 128A NORTH STAMFORD<br>ROAD<br>STAMFORD CT 06903                   | 05/23/2013 | 05/23/2018 |
| DOL | DOL | ****9030 | SEAKCO NEW YORK LLC                       | SEAKCO CONSTRUCTI<br>ON COMPANY                | 128A NORTH STAMFORD<br>ROAD<br>STAMFORD CT 06903                   | 05/23/2013 | 05/23/2018 |
| DOL | DOL |          | SEAN BURBAGE                              | C/O SEAN<br>BURBAGE<br>CORP                    | 445 ROOSA GAP ROAD<br>BLOOMINGBURG NY 12721                        | 04/14/2014 | 04/14/2019 |
| DOL | DOL | ****6586 | SEAN BURBAGE CORP                         |                                                | 445 ROOSA GAP ROAD<br>BLOOMINGBURG NY 12721                        | 04/14/2014 | 04/14/2019 |
| DOL | DOL | ****3540 | SEVEN STAR ELECTRICAL<br>CONTRACTING CORP |                                                | 23-24 STEINWAY STREET<br>ASTORIA NY 11105                          | 06/27/2011 | 06/27/2016 |
| DOL | DOL |          | SEVEN STAR ELECTRICAL INC                 |                                                | C/O THEONI ATHANASIADIS<br>1023 COMMACK ROADDIX<br>HILLS NY 11746  | 06/27/2011 | 06/27/2016 |
| DOL | NYC |          | SHAFIQL ISLAM                             |                                                | 11-27 30TH DRIVE<br>LONG ISLAND CITY NY 11102                      | 05/25/2011 | 05/25/2016 |
| DOL | NYC |          | SHAHZAD ALAM                              |                                                | 21107 28TH AVE<br>BAYSIDE NY 11360                                 | 07/02/2012 | 07/02/2017 |
| DOL | DOL | ****6904 | SIGNING STAR LIMITED<br>LIABILITY COMPANY |                                                | 5 HANSEN PLACE<br>WAYNE NJ 07470                                   | 09/18/2013 | 09/18/2018 |
| DOL | DOL | ****0667 | SNEEM CONSTRUCTION INC                    |                                                | 43-22 42ND STREET<br>SUNNYSIDE NY 11104                            | 07/01/2011 | 07/01/2016 |
| DOL | DOL | ****4025 | SOLUTION MATTERS INC                      |                                                | 198 NORWOOD ROAD<br>PORT JEFFERSON NY 11776                        | 11/19/2015 | 11/19/2020 |
| DOL | DOL |          | SPASOJE DOBRIC                            |                                                | 61 WILLET STREET - SUITE<br>PASSAIC NJ 07055                       | 07/09/2010 | 02/23/2017 |
| DOL | NYC | ****4934 | SPHINX CONTRACTING CORP                   |                                                | 240 HOME STREET<br>TEANECK NJ 07666                                | 08/04/2014 | 08/04/2019 |
| DOL | DOL |          | SPORTSCRAFTERS INC                        |                                                | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                          | 02/21/2013 | 02/21/2018 |
| DOL | DOL | ****3539 | SPOTLESS CONTRACTING                      | IMPACT<br>INDUSTRIAL<br>SERVICES INC           | 44 THIELLS-MT IVY ROAD<br>POMONA NY 10970                          | 10/14/2011 | 10/14/2016 |
| DOL | DOL | ****3496 | STAR INTERNATIONAL INC                    |                                                | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427                  | 08/11/2003 | 08/11/3003 |
| DOL | DOL |          | STEPHEN BIANCHI                           |                                                | 462 LAKEVIEW AVENUE<br>VALHALLA NY 10595                           | 12/16/2013 | 12/16/2018 |
| DOL | DOL |          | STEPHEON SHELDON                          | FANTASTIC<br>PAINTING                          | 493 LANSING ROAD<br>FULTONVILLE NY 12072                           | 11/18/2013 | 11/18/2018 |
| DOL | DOL |          | STEVEN SAGGESE                            |                                                | 3005 WYNMUM AVENUE<br>MERRICK NY 11566                             | 08/18/2014 | 08/18/2019 |
| DOL | DOL |          | STUART CHAITIN                            |                                                | 634 ROUTE 303<br>BLAUVET NY 10913                                  | 07/26/2012 | 11/19/2018 |
| DOL | NYC | ****9432 | SUBLINK LTD                               |                                                | 346 THIRD AVENUE<br>PELHAM NY 10803                                | 11/19/2015 | 11/19/2020 |
| DOL | DOL | ****3210 | SUPER SWEEP                               | FMS                                            | 4 LEGHORN COURT<br>NEW YORK NY 11746                               | 11/28/2012 | 11/28/2017 |
| DOL | DOL |          | SUZANNE G GOLD                            | C/O GOLDS<br>FLOORING<br>INSTALLATION<br>S INC | 25 HAMILTON ROAD<br>MONTICELLO NY 12701                            | 10/16/2013 | 10/16/2018 |
| DOL | DOL | ****7441 | T & T CONCRETE INC                        |                                                | 2560 HAMBURG TURNPIKE<br>P O BOX 367LACKAWANNA NY<br>14218         | 07/08/2015 | 07/08/2020 |
| DOL | DOL | ****9676 | T D CONTRACTORS CORP                      | T D<br>CONTRACTOR<br>S INC                     | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                          | 02/21/2013 | 02/21/2018 |

**NYSDOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                               |                                        |                                                                            |            |            |
|-----|-----|----------|-----------------------------------------------|----------------------------------------|----------------------------------------------------------------------------|------------|------------|
| DOL | DOL |          | T D CONTRACTORS INC                           |                                        | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                                  | 02/21/2013 | 02/21/2018 |
| DOL | DOL |          | TAMMY LACITIGNOLA                             |                                        | C/O CATSKILL FENCE INSTAL<br>5445 ROUTE 32CATSKILL NY<br>12414             | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****9852 | TAP STEEL INC                                 |                                        | ROUTE 26 3101<br>P O BOX 457CONSTABLEVILLE<br>NY 13325                     | 01/28/2016 | 01/28/2021 |
| DOL | DOL |          | TECH-MECHANICAL FAB DC<br>INC                 |                                        | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601                                   | 03/25/2014 | 03/25/2019 |
| DOL | DOL | ****0887 | THE BRINSON PAINTING<br>CORPORATION           |                                        | 72 TAUNTON PLACE<br>BUFFALO NY 14216                                       | 04/14/2015 | 04/14/2020 |
| DOL | DOL | ****8174 | THE DALRYMPLE<br>CORPORATION                  |                                        | UNIT 278<br>541 10TH STREET<br>NWLANTA GA 30318                            | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****8174 | THE DALRYMPLE GROUP LLC                       |                                        | 289 JONESBORO RD/ STE 216<br>MCDONOUGH GA 30253                            | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****4293 | THE J OUVINA GROUP LLC                        |                                        | 344 SOUNDVIEW LANE<br>COLLEGE POINT NY 11356                               | 11/22/2011 | 11/22/2016 |
| DOL | DOL |          | THE THORNE GROUP INC                          |                                        | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                                  | 02/21/2013 | 02/21/2018 |
| DOL | DOL | ****2070 | THE UNIVERSAL GROUP OF<br>NEW YORK INC        |                                        | 212 OXFORD WAY<br>SCHENECTADY NY 12309                                     | 12/11/2012 | 09/16/2018 |
| DOL | DOL | ****9243 | THE WELCOME MAT<br>PROPERTY MANAGEMENT<br>LLC |                                        | P O BOX 268<br>STILLWATER NY 12170                                         | 09/16/2013 | 03/21/2019 |
| DOL | DOL |          | THEONI ATHANASIADIS                           |                                        | C/O SEVEN STAR ELECTRICAL<br>23-24 STEINWAY<br>STREET ASTORIA NY 11105     | 06/27/2011 | 06/27/2016 |
| DOL | DOL |          | THOMAS DESANTIS                               | DESANTIS<br>ENTERPRISES                | 161 OSWEGO RIVER ROAD<br>PHOENIX NY 13135                                  | 09/24/2013 | 11/18/2018 |
| DOL | NYC |          | THOMAS SCARINCI                               |                                        | 130-43 92ND AVENUE<br>RICHMOND HILLS NY 11418                              | 11/27/2013 | 11/27/2018 |
| DOL | DOL | ****2734 | THREE FRIENDS<br>CONSTRUCTION CORP            |                                        | 986 MADISON AVENUE<br>PATERSON NJ 07501                                    | 01/03/2013 | 01/03/2018 |
| DOL | NYC | ****6253 | THUNDER BROTHERS CORP                         |                                        | 24 CONGRESS LANE<br>SOUTH RIVER NJ 08882                                   | 05/01/2013 | 05/01/2018 |
| DOL | DOL |          | TIMOTHY A PALUCK                              |                                        | C/O TAP STEEL INC<br>RTE 26 3101/ P O BOX<br>457CONSTABLEVILLE NY<br>13325 | 01/28/2016 | 01/28/2021 |
| DOL | DOL |          | TIMOTHY F BARBER                              |                                        | 635 LUZERNE ROAD<br>QUEENSBURY NY 12804                                    | 09/16/2013 | 09/16/2018 |
| DOL | NYC |          | TIMOTHY O'SULLIVAN                            |                                        | C/O SNEEM CONSTRUCTION<br>4322 42ND<br>STREETSUNNYSIDE NY 11104            | 07/01/2011 | 07/01/2016 |
| DOL | NYC | ****1523 | TM MECHANICAL CORP                            |                                        | 130-43 92ND AVENUE<br>RICHMOND HILLS NY 11418                              | 11/27/2013 | 11/27/2018 |
| DOL | DOL | ****0600 | TOMSON ALLOYS RECYCLING<br>INC                |                                        | 143 FILLMORE AVENUE<br>BUFFALO NY 14210                                    | 01/08/2015 | 01/08/2020 |
| DOL | DOL | ****8176 | TOURO CONTRACTING CORP                        |                                        | 1541 EAST 56TH STREET<br>BROOKLYN NY 11234                                 | 05/04/2012 | 05/04/2017 |
| DOL | DOL | ****6914 | TRI-COUNTY RESTORATIONS<br>& CONSTRUCTION INC |                                        | 13 SUMMERSET DRIVE<br>WALLKILL NY 12589                                    | 08/22/2014 | 08/22/2019 |
| DOL | DOL |          | TRI-COUNTY RESTORATIONS<br>INC                |                                        | 392 ROCK CUT ROAD<br>WALDEN NY 12586                                       | 08/22/2014 | 08/22/2019 |
| DOL | DOL | ****5213 | TRIAD PAINTING CO INC                         |                                        | 656 N WELLWOOD AVE/STE C<br>LINDENHURST NY 11757                           | 09/01/2011 | 09/01/2016 |
| DOL | DOL |          | TROY D CLARKE                                 | ADVANCED<br>METALS                     | 387 RIVERSIDE DRIVE<br>JOHNSON CITY NY 13790                               | 10/01/2012 | 10/01/2017 |
| DOL | AG  | ****6490 | UNIVERSAL STEEL<br>FABRICATORS INC            |                                        | 90 JUNIUS STREET<br>BROOKLYN NY 11212                                      | 01/23/2014 | 01/23/2019 |
| DOL | NYC | ****7174 | V&R CONTRACTING                               |                                        | P O BOX 957<br>PORT JEFFERSON STA NY<br>11776                              | 03/12/2014 | 03/12/2019 |
| DOL | NYC |          | VALERIE VISCONTI                              |                                        | 346 THIRD AVENUE<br>PELHAM NY 10803                                        | 11/19/2015 | 11/19/2020 |
| DOL | NYC |          | VEAP SELA                                     | C/O COLONIAL<br>ROOFING<br>COMPANY INC | 247 48TH STREET<br>BROOKLYN NY 11220                                       | 02/05/2014 | 02/05/2019 |
| DOL | DOL | ****3270 | VEZANDIO CONTRACTING<br>CORP                  |                                        | 530 BEECH STREET<br>NEW HYDE PARK NY 11040                                 | 07/02/2012 | 07/02/2017 |
| DOL | NYC |          | VICK CONSTRUCTION                             |                                        | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581                                 | 12/31/2013 | 12/31/2018 |
| DOL | NYC |          | VICKRAM MANGRU                                | VICK<br>CONSTRUCTI<br>ON               | 21 DAREWOOD LANE<br>VALLEY STREAM NY 11581                                 | 12/31/2013 | 12/31/2018 |

**NYS DOL Bureau of Public Work Debarment List 04/18/2016**

**Article 8**

|     |     |          |                                       |                   |                                                                        |            |            |
|-----|-----|----------|---------------------------------------|-------------------|------------------------------------------------------------------------|------------|------------|
| DOL | NYC |          | VINCENT PIZZITOLA                     |                   | P O BOX 957<br>PORT JEFFERSON STA NY<br>11776                          | 03/12/2014 | 03/12/2019 |
| DOL | DOL |          | WESLEY J STAROBA                      |                   | 206 TALLY HO COURT<br>SCHENECTADY NY 12303                             | 06/19/2013 | 06/19/2018 |
| DOL | DOL | ****0078 | WESLEY J STAROBA INC                  | S & S<br>ELECTRIC | 235 BROADWAY<br>SCHENECTADY NY 12306                                   | 06/19/2013 | 06/19/2018 |
| DOL | DOL | ****7617 | WHITE PLAINS CARPENTRY<br>CORP        |                   | P O BOX 309<br>WHITE PLAINS NY 10603                                   | 12/04/2009 | 05/04/2017 |
| DOL | DOL |          | WILLIAM CONKLIN                       |                   | 5 PARKER AVENUE<br>POUGHKEEPSIE NY 12601                               | 03/25/2014 | 03/25/2019 |
| DOL | DOL |          | WILLIAM MAZZELLA                      |                   | 134 MURRAY AVENUE<br>YONKERS NY 10704                                  | 02/03/2014 | 02/03/2019 |
| DOL | DOL |          | WILLIAM THORNE                        |                   | 113 N MAPLE AVENUE<br>GREENSBURG PA 15601                              | 02/21/2013 | 02/21/2018 |
| DOL | DOL |          | WILLIE BRINSON                        |                   | 72 TAUNTON PLACE<br>BUFFALO NY 14216                                   | 04/14/2015 | 04/14/2020 |
| DOL | DOL | ****6195 | WILSON BROTHER DRYWALL<br>CONTRACTORS |                   | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                               | 08/31/2015 | 08/31/2020 |
| DOL | DOL |          | YURIY IVANIN                          |                   | C/O MOUNTAIN'S AIR INC<br>2471 OCEAN AVENUE-STE<br>7ABROOKLYN NY 11229 | 09/24/2012 | 09/18/2020 |

Sal tair e Boardwalk Project Federal Wage Deci si on  
 General Deci si on Number: NY160012 05/06/2016 NY12

Superseded General Deci si on Number: NY20150012

State: New York

Constructi on Types: Bui l di ng, Heavy, Hi ghway and Resi denti al

Counties: Nassau and Suffolk Counties in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (including single family homes and apartments up to and including 4 stories), HEAVY CONSTRUCTION PROJECTS, HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

| Modi fi cati on Number | Publ i cati on Date |
|------------------------|---------------------|
| 0                      | 01/08/2016          |
| 1                      | 02/05/2016          |
| 2                      | 02/19/2016          |
| 3                      | 02/26/2016          |
| 4                      | 03/04/2016          |
| 5                      | 03/11/2016          |
| 6                      | 04/08/2016          |
| 7                      | 05/06/2016          |

ASBE0012-001 12/28/2015

|                                                                                                                                                                                                | Rates    | Fri nges |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| Asbestos Workers/Insulator<br>Includes appl i cati on of<br>all i nsul ati ng materi als,<br>protecti ve coveri ngs,<br>coati ngs and fi ni shes to<br>all types of mechanical<br>systems..... | \$ 64.36 | 32.46    |
| HAZARDOUS MATERIAL HANDLER.....                                                                                                                                                                | \$ 39.00 | 12.75    |

BOIL0005-001 01/01/2013

|                  | Rates    | Fri nges    |
|------------------|----------|-------------|
| BOILERMAKER..... | \$ 49.47 | 33%+22.87+a |

FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day, Thanksgi vi ng Day, Memori al Day, I ndependence Day, Labor Day and Good Fri day, Fri day

Sal tair e Boardwalk Project Federal Wage Deci si on  
after Thanksgi vi ng, Chri stmas Eve Day and New Year' s Eve

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BRNY0001-001 07/01/2015

|                        | Rates    | Fri nges |
|------------------------|----------|----------|
| BRICKLAYER. . . . .    | \$ 56.77 | 24.75    |
| MASON - STONE. . . . . | \$ 48.71 | 28.41    |

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CARP0290-001 07/01/2014

|                           | Rates    | Fri nges |
|---------------------------|----------|----------|
| Carpenters:               |          |          |
| Bui l di ng. . . . .      | \$ 43.03 | 33.96    |
| Heavy & Hi ghway. . . . . | \$ 43.03 | 33.96    |
| Resi denti al. . . . .    | \$ 33.58 | 27.26    |

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CARP0740-001 07/01/2015

|                       | Rates    | Fri nges |
|-----------------------|----------|----------|
| MI LLWRI GHT. . . . . | \$ 49.50 | 51.31    |

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CARP1556-008 07/01/2015

|                          | Rates    | Fri nges |
|--------------------------|----------|----------|
| Carpenters:              |          |          |
| DI VERS TENDERS. . . . . | \$ 45.47 | 45.95    |
| DI VERS. . . . .         | \$ 63.82 | 45.95    |
| DOCKBUI LDERS. . . . .   | \$ 50.50 | 45.95    |
| PI LEDRI VERMAN. . . . . | \$ 43.61 | 45.07    |

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CARP1556-011 07/01/2015

|                     | Rates    | Fri nges |
|---------------------|----------|----------|
| Carpenters:         |          |          |
| TI MBERMEN. . . . . | \$ 45.60 | 45.97    |

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CARP2287-003 07/01/2014

|                            | Rates    | Fri nges |
|----------------------------|----------|----------|
| CARPENTER                  |          |          |
| Soft Floor Layers. . . . . | \$ 49.88 | 43.40    |

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ELEC0025-001 04/25/2015

|                        | Rates    | Fri nges  |
|------------------------|----------|-----------|
| ELECTRI CI AN. . . . . | \$ 50.45 | 16%+22.57 |

\* ELEC0025-002 04/30/2016

|                              | Rates    | Fri nges    |
|------------------------------|----------|-------------|
| El ectri ci ans:             |          |             |
| Mai nt enance Uni t. . . . . | \$ 42.20 | 12%+\$16.83 |
| Tel ephone Uni t. . . . .    | \$ 36.78 | 16%+\$17.33 |
| Wi ring for si ngl e or      |          |             |

Sal tair e Boardwalk Project Federal Wage Deci sion  
multiple family dwellings  
and apartments up to and  
including 3 stories.....\$ 27.35                    13%+11.35

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ELEC1049-002 03/29/2015

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Rates | Fri nges |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| Li ne Constructi on:<br>Substati on and Swi tchi ng<br>structures pi pe type cable<br>installati on and<br>maintenanc e jobs or<br>projects; Rai lroad<br>electri cal di stri buti on/<br>transmi ssi on systems<br>maintenanc e (when work is<br>not performed by rail road<br>empl oyees) Overhead and<br>Underground<br>transmi ssi on/di stri buti on<br>line work. Fi ber opti c,<br>tel ephone cable and<br>equi pment;<br>Groundman.....\$ 30.46                    21.08<br>Heavy Equi pment Operator...\$ 40.61                    24.31<br>Li neman & Cabl e Spl i cer....\$ 50.76                    27.58<br>Materi al Man.....\$ 44.16                    25.46 |       |          |

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ELEV0001-002 03/17/2013

|                                                                                                                                                                 | Rates | Fri nges |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| ELEVATOR MECHANIC<br>Elevat or Construct or.....\$ 57.01                    27.605+a+b<br>Moderni zati on and Repai r....\$ 45.14                    27.455+a+b |       |          |

FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day, Good Friday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgi vi ng Day, Friday after Thanksgi vi ng, and Christmas Day.
- b. PAID VACATION: An empl oye e who has worked less than 5 years shall recie ve vacati on pay credit on the basis of 4% of his hourly rate for all hours worked; an empl oye e who has worked 5 to 15 years shall receive vacati on pay credit on the basis of 6% of his hourly rate for all hours worked; an empl oye e who has worked 15 or more years shall receive vacati on pay credit on the basis of 8% of his hourly rate for all hours worked.

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ENGI 0138-001 06/01/2015

BUI LDI NG CONSTRUCTI ON

|                                                                                                                                   | Rates | Fri nges |
|-----------------------------------------------------------------------------------------------------------------------------------|-------|----------|
| Power equi pment operators:<br>GROUP 1.....\$ 58.90                    32.50+a<br>GROUP 2.....\$ 55.91                    32.50+a |       |          |

Saltaire Boardwalk Project Federal Wage Decision

|              |          |         |
|--------------|----------|---------|
| GROUP 3..... | \$ 53.91 | 32.50+a |
| GROUP 4..... | \$ 47.45 | 32.50+a |
| GROUP 5..... | \$ 45.50 | 32.50+a |

NOTES:

Hazmat premiums:

|         |      |
|---------|------|
| Level A | 3.50 |
| Level B | 2.50 |
| Level C | 1.50 |
| Level D | 1.00 |

Oiler on truck cranes with boom length of 100 ft. or more  
.25

FOOTNOTE:

a. Paid Holidays: New Year's Day, Lincoln's Birthday, Washington's Birthday or President's Day (in lieu of Lincoln's or Washington's Birthday), Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day or days celebrated as such. Any holiday that falls on a Saturday will be celebrated on Friday.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler capacity over cater-piller 225 and Iomatsu 300, Boiler (thermoplastic), Cherry picker, over 50 tons, CMI or maxim spreader, concrete pump (with oiler), crane (crawler truck), crane (on barge), crane (stone setting), crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drum), loading machine (bucket) cap of 10 yds or over micro-trap, with compressor (negative air machine), milling machine, large pile driver, power winch, Stone setting/structural steel, power winch (truck mounted/stone steel) powerhouse, road paver scoop, carry-all, scraper in tandem shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self propelled tank work), zamboni (ice machine)

GROUP 2: Backhoe, boom truck, bulldozer, cherypicker, conveyor (multi), dinky locomotive, forklift, hoist, 2 drum, loading machine, loading machine (front end) mechanical compactors, (machine drawn), mulch machine (machine-fed), power winch, other than stone/structural steel, power winch (truck mounted other than stone steel) pump (hydraulic, with boring machine), roller, (asphalt), scoop (carry-all scraper), tower crane (maintenance man), trenching machine

GROUP 3: Compressor (structural steel), Compressor (2 or more in battery), concrete finishing machine, concrete spreader, conveyor, curb machine (asphalt or concrete), curing machine, fireman, hoist (1 drum), micro-trap, (self contained, negative air machine), pump (4 inches or over), pump (hydraulic), pump (jet), pump (sumbersible), pump (well point), pulvi-mixer, ridge cutter, roller (dirt), stripping machine, vac-all, welding and burning, welding machine (pile work), welding machine (structural steel)

GROUP 4: Compressor, compressor (on crane), compressor (pile

Saltaire Boardwalk Project Federal Wage Decision  
 work), compressor (stone setting), concrete breaker,  
 concrete saw or cutter, forklift (walk behind, power  
 operated), generator-pile work, generator, hydra hammer,  
 mechanical compactors (hand operated), oiler (truck crane),  
 pin puller, portable heaters, powerbroom, power buggies,  
 pump (double action diaphragm), pump (gypsum), trench  
 machine (hand), welding machine

GROUP 5: Batching plant (on site of job), generator (small),  
 mixer (with skip), mixer (2 small with or without skip),  
 mixer (2 bag or over, with or without skip), mulch machine,  
 oiler, pump (centrifugal, up to 3 inches), root cutter,  
 stump chipper, tower crane (oiler), tractor (caterpillar or  
 wheel vibrator)

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 ENGI 0138-002 06/01/2015

HEAVY & HIGHWAY

|                            | Rates    | Fringes |
|----------------------------|----------|---------|
| Power equipment operators: |          |         |
| GROUP 1.....               | \$ 62.07 | 32.75+a |
| GROUP 2.....               | \$ 58.03 | 32.75+a |
| GROUP 3.....               | \$ 55.98 | 32.75+a |
| GROUP 4.....               | \$ 49.35 | 32.75+a |
| GROUP 5.....               | \$ 47.39 | 32.75+a |
| GROUP 6.....               | \$ 35.19 | 10.40+a |

NOTES:

Hazmat premiums:

|         |      |
|---------|------|
| Level A | 3.50 |
| Level B | 2.50 |
| Level C | 1.50 |
| Level D | 1.00 |

Truck and Crawler Cranes long boom premiums:

|                                         |      |
|-----------------------------------------|------|
| boom lengths (including jib) 100-149 ft | 1.00 |
| boom lengths (including jib) 150-249 ft | 1.50 |
| boom lengths (including jib) 250-349 ft | 2.00 |
| boom lengths (including jib) 350 ft     | 3.00 |

|                                                              |     |
|--------------------------------------------------------------|-----|
| Cranes using clamshell buckets                               | .25 |
| Front end loader 10 yds and above                            | .25 |
| Oiler on truck cranes with<br>boom length of 100 ft. or more | .25 |

FOOTNOTE:

a. Paid Holidays: New Years Day, Lincoln's Birthday,  
 Washington's Birthday or Presidents Day (in lieu of  
 Lincoln's or Washington's Birthday, Good Friday, Memorial  
 Day, Independence Day, Labor Day, Columbus Day, Veteran's  
 Day, Thanksgiving Day, Christmas Day or days celebrated as  
 such. Any holiday that falls on Saturday will be celebrated  
 on Friday.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt spreader, backhoe crawler (capacity over  
 caterpillar 225 and komatsu 300), boiler (thermoplastic),  
 boring machine (post hole), cgherry picker (over 50 ton),

Saltaire Boardwalk Project Federal Wage Decision

CMI or maxim spreader, concrete pump, with oiler, crane (crawler truck), crane (on barge), crane (stone setting) crane (structural steel), crane (with clam shell), derrick, dragline, dredge, gradall, grader, hoist (3 drums), loading machine (bucket) capacity of 10 yards or over, micro-trap (with compressor-negative air machine), milling machine (large), piledriver, power winch (stone setting structural steel), power winch (truck mounted/stone steel), power-house, road paver, scoop, carry all (scraper in tandem), shovel, sideboom tractor, sideboom tractor (used in tank work), stone spreader (self-propelled), tank work, tower crane

GROUP 2: Bulldozer, Backhoe, Boom Truck, Boring machine/auger, Cherrypicker, Conveyor (multi), Dinky Locomotive, Forklift, Hoist (2 drum), Loading Machine, Loading Machine (front end), Mechanical Compactor (machine drawn), Mulch Machine (machine-fed), Power Winch (other than stone/structural steel), Power Winch (truck mounted/other than stone steel), Pump Hydraulic (with boring machine), Roller (asphalt), Scoop (carry-all, scraper), Tower Crane (maintenance man), Trenching Machine, Vermeer Cutter, Work Boat

GROUP 3: Curb Machine (asphalt or concrete), Maintenance Engineer (small equipment), Maintenance engineer (well-point) Mechanic (fieldman), Micro-Trap (self contained, negative air machine), Milling Machine (small), Pulvi-mixer, Pump (4 inches or over), Pump Hydraulic, Pump Jet, Pump Submersible, Pump (well point), Roller Dirt, Vac-All, Welding and burning, Compressor (structural steel), Compressor (2 or more battery), Concrete Finishing Machine, Concrete Spreader, Conveyor, Curing Machine, Fireman, Hoist (one drum), Ridge Cutter, Striping Machine, Welding Machine (pile work), Welding Machine (structural Steel).

GROUP 4: Compressor, Compressor on crane, Compressor (pile work), Compressor (stone setting), Concrete Breaker, Concrete Saw or Cutter, Fork Lift (walk behind, power operated), Generator- Pile Work, Generator, Hydra Hammer, Mechanical Compoactors (hand operated), Oiler (truck crane), Pin Puller, Portable Heaters, Powerbroom, Power buggies, Power Grinders, Pump (double action diaphragm), Pump gypsum, Pump (single action 1 to 3 inches), Trench Machine hand, Welding Machine

GROUP 5: Batching Plant (on site of job), Generator (small), Grinder, Mixer (with skip), Mixer (2 small with or without skip), Mixer (2 bag or over, with or without skip), Mulch Machine, Oiler, Pump (centrifugal, up to 3 inches), Root Cutter, Stump Chipper, Tower Crane (oiler), Track Tamper (2 engineers, each), Tractor (caterpillar or wheel), Vibrator, Work boat (deckhand),

GROUP 6: Well drillers

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IRON0046-003 07/01/2014

Rates

Fringes

IRONWORKER

Sal tair e Boardwalk Project Federal Wage Deci sion

METALLIC LATHERS AND REINFORCING IRONWORKERS. . . . \$ 40. 60 30. 56

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IRON0197-001 07/01/2015

Rates Fri nges

IRONWORKER  
STONE DERRICKMAN. . . . . \$ 44. 84 38. 03

-----  
IRON0361-001 01/01/2016

Rates Fri nges

IRONWORKER (STRUCTURAL). . . . . \$ 49. 00 68. 61

-----  
IRON0580-001 07/01/2015

Rates Fri nges

IRONWORKER, ORNAMENTAL. . . . . \$ 43. 20 47. 42

-----  
LAB00066-001 07/01/2015

BUILDING

Rates Fri nges

Laborers:  
Laborers. . . . . \$ 34. 85 30. 19  
Plasterers Tenders. . . . . \$ 34. 85 30. 19

-----  
LAB00078-001 02/01/2013

Rates Fri nges

LABORERS  
BUILDING CONSTRUCTION  
ASBESTOS (Removal ,  
Abatement, Encapsul ation  
or Decontami nati on of  
asbestos); LEAD; &  
HAZARDOUS WASTE LABORERS  
(Hazardous Waste,  
Hazardous Materi als,  
Bi ochemi cal and Mold  
Remedi ati on, HVAC, Duct  
Cl eani ng, Re-spray  
Fi reproofi ng, etc). . . . . \$ 35. 90 14. 75

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LAB01298-001 06/01/2014

HEAVY & HIGHWAY

Rates Fri nges

Laborers:  
Asphal t Rakers; Formsetters. \$ 39. 68 25. 85+a  
Asphal t Shovel ers, Rol l er  
Boys & Tampers. . . . . \$ 38. 54 25. 85+a  
Regul ar Laborers. . . . . \$ 35. 05 25. 85+a

A. FOOTNOTES:

Sal tair e Boardwalk Project Federal Wage Deci si on

Laborers working in a hazardous material hot zone shall receive an addi ti onal 20% premi um.

Where the contract provides for night work outside the regular hours of work, the employees shall be paid at straight time plus a 25% night work premi um for the 8 hours worked during the night.

Fi rewatch work performed after regular hours shall be paid an addi ti onal 10% premi um. Second and Thi rd Shi ft work will be paid at a 10% premi um.

Contractor requesting Laborers certi fi ed for hazardous material work and/or employed on hazardous material shall be required to pay an addi ti onal 10% premi um.

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PAI N0009-002 11/01/2015

|                                              | Rates     | Fri nges |
|----------------------------------------------|-----------|----------|
| PAI NTER                                     |           |          |
| GLAZI ERS. . . . .                           | \$ 43. 95 | 36. 82   |
| Painters, Drywal l Fi ni shers. \$           | 41. 75    | 20. 87   |
| Spray, Scaffol d,<br>Sandbl asti ng. . . . . | \$ 42. 50 | 21. 87   |

-----  
PAI N0806-010 10/01/2014

|                                   | Rates  | Fri nges |
|-----------------------------------|--------|----------|
| Pai nters:                        |        |          |
| Stuctural Steel and Bri dge. . \$ | 48. 75 | 35. 63   |

-----  
PAI N1974-002 12/26/2012

|                                   | Rates     | Fri nges |
|-----------------------------------|-----------|----------|
| Pai nters:                        |           |          |
| DRYWALL TAPERS/POI NTERS. . . . . | \$ 43. 82 | 22. 01   |

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PLAS0262-003 02/01/2016

|                    | Rates     | Fri nges |
|--------------------|-----------|----------|
| PLASTERER. . . . . | \$ 44. 43 | 28. 15   |

-----  
PLAS0780-001 07/01/2014

|                                          | Rates  | Fri nges |
|------------------------------------------|--------|----------|
| CEMENT MASON/CONCRETE FI NI SHER. . . \$ | 45. 88 | 39. 70   |

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\* PLUM0200-001 05/01/2016

|                                       | Rates     | Fri nges |
|---------------------------------------|-----------|----------|
| PLUMBER                               |           |          |
| BUI LDI NG CONSTRUCTI ON: . . . . .   | \$ 50. 48 | 34. 30   |
| RESI DENTI AL CONSTRUCTI ON: . . . \$ | 29. 96    | 13. 41   |

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PLUM0638-001 06/27/2012

Sal tair e Boardwalk Project Federal Wage Deci si on

|                                          | Rates    | Fri nges |
|------------------------------------------|----------|----------|
| PLUMBER                                  |          |          |
| SERVICE FITTERS.....                     | \$ 26.30 | 2.55     |
| SPRINKLER FITTERS,<br>STEAMFIT TERS..... | \$ 51.25 | 49.54    |

Service Fitter work shall consist of all repair, service and maintenance work on domestic, commercial and industrial refrigeration, air conditioning and air cooling, stoker and oil burner apparatus and heating apparatus etc., including but not exclusively the charging, evacuation, leak testing and assembling for all machines for domestic, commercial and industrial refrigeration, air conditioning and heating apparatus. Also, work shall include adjusting, including capacity adjustments, checking and repairing or replacement of all controls and start up of all machines and repairing all defects that may develop on any system for domestic, commercial and industrial refrigeration and all air conditioning, air cooling, stoker and oil burner apparatus and heating apparatus regardless of size or type.

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R00F0154-001 10/01/2012

|             | Rates    | Fri nges |
|-------------|----------|----------|
| ROOFER..... | \$ 38.50 | 28.59    |

-----  
SHEE0028-002 07/31/2014

|                              | Rates    | Fri nges |
|------------------------------|----------|----------|
| SHEET METAL WORKER           |          |          |
| BUILDING CONSTRUCTION.....   | \$ 50.91 | 36.70    |
| RESIDENTIAL CONSTRUCTION.... | \$ 27.22 | 16.48    |

-----  
TEAM0282-002 07/01/2015

|                   | Rates     | Fri nges |
|-------------------|-----------|----------|
| TRUCK DRIVER..... | \$ 37.895 | 39.35+a  |

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day (Armi stice Day), Thanksgi vi ng Day, Day after Thanksgi vi ng and Christmas Day. Employees working two (2) days in the calendar week in which a holiday falls are to be paid for such holiday, provided that they shape each remaini ng workday during such calendar week.

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WELDERS - Receive rate prescribed for craft performi ng operati on to which weldi ng is inci dental .  
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Saltaire Boardwalk Project Federal Wage Decision  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

Saltaire Boardwalk Project Federal Wage Decision 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Saltire Boardwalk Project Federal Wage Decision  
Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION