

PROPOSAL

**PONDFIELD ROAD & MIDLAND AVENUE
PONDFIELD ROAD & GRAMATAN AVENUE
INTERSECTION AND PEDESTRIAN
IMPROVEMENTS**

Prepared For:

VILLAGE OF BRONXVILLE



February 2022

**Contract No. VA-2022-01 – Pondfield Road & Midland Avenue, Pondfield Road &
Gramatan Avenue – Intersection and Pedestrian
Improvements; Village of Bronxville, NY**

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SECTION A
NOTICE TO BIDDERS

Sealed proposals will be received by the **Village Clerk of the Village of Bronxville, Westchester County, New York, at the Village Hall, 200 Pondfield Road, Bronxville, New York, until the bid opening at 11:00 A.M., on Friday, March 25, 2022, for the Pondfield Road & Midland Avenue, Pondfield Road & Gramatan Avenue Intersection and Pedestrian Improvements; Village of Bronxville, Westchester County, NY.**

Electronic copies of the Plans, Specifications, and Standard Proposal Forms for the work proposed may be obtained via email request to the Village Administrator, James M. Palmer, at **jpalm@vobny.com after 9:00 A.M., Tuesday, March 1, 2022.**

A bid bond, certified check or bank check in the amount of 10% of bid must accompany the bid proposal.

Every request for information must be sent via email, in writing to James M. Palmer, Village Administrator, at email address jpalm@vobny.com, and to be given any consideration must be received by **5:00 P.M. on Thursday, March 24, 2022.** Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be emailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Reception of Addenda shall be noted on the Bid Form.

Late Bids: All bids received after the deadline date and time stated above may not be considered and may be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Village of Bronxville. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the Bid deposited on time at the place specified.

The Village of Bronxville reserves the right to waive any informalities in the bids, to reject any or all bids and reserves the right to accept that bid which it deems most favorable to the interests of the Village of Bronxville. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

If mailed, sealed proposals must be addressed in care of the Village Clerk, Village Hall, 200 Pondfield Road, Bronxville, New York, 10708.

JAMES M. PALMER
Village Administrator
Village of Bronxville

Dated: February 2022

SECTION B
BID PROPOSAL FORM

**Pondfield Road & Midland Avenue, Pondfield Road & Gramatan Avenue
Intersection and Pedestrian Improvements
Village of Bronxville, Westchester County, NY**

Village Clerk
Village Hall, 200 Pondfield Road
Bronxville, New York 10708

Dear Sir:

We propose to provide the items of work in accordance with the specifications and requirements. The Village Administrator will have final say in determining the location of all work to be performed as listed in the bid items contained in this proposal as Appendix C:

Contractor: _____

Total Gross Base Bid: _____

Total Gross Bid Written in Words

_____ DOLLARS CENTS

***For Low Bidder Criteria see "Award" section in the Instruction to Bidders**

SECTION C
INSTRUCTION TO BIDDERS

1. Defined Terms

1.1 Terms used in these Instructions to Bidders, which are defined in the General and Special Conditions, have the meanings assigned to them on the General and Special Conditions. The term "Successful Bidder" means the Bidder to whom the Owner (on the basis of the Owner's evaluation as hereinafter provided) awards the Contract.

2. Documents:

2.1 Complete sets of Bidding Documents will be issued for bidding purposes as stated in the Notice to Bidders. A complete set of documents consists of the following:

1. A bound copy of these specifications and requirements;
2. A bound copy of the contract drawings; and
3. Addenda (if any).

2.2 The work consists of repairing steel columns with severe section loss or deformed elements, repairing deteriorated sections of the sidewalks underneath the bridge and installing a new pedestrian handrail along the sidewalks. The work is necessary to extend the serviceable life of the bridges and to repair conditions that have been yellow flagged through the NYSDOT Biennial Bridge Inspection program.

3. Proposals:

3.1 To be considered, Proposals must comply with the Notice to Bidders and these Instructions to Bidders. All bids must be submitted on the enclosed Bid Documents, such forms as are set forth in Section B. All blank spaces for bid prices must be completed in words and in figures either typed or written in ink.

3.2 Proposals that contain omissions, erasures, alterations, additions, or items not called for in the itemized proposal, or irregularities of any kind, may constitute adequate cause to reject the bid(s). In case of any discrepancy between words and figures in prices set forth in the Proposal, the price in words shall be paramount. All bids must be submitted in sealed envelopes addressed as follows:

Attention: Village Clerk
Village Hall, 200 Pondfield Road
Bronxville, New York, 10708

3.3 Each Bid must include Bidder's name and address, be signed with the name typed or printed below the signature, and Corporate Seal (if applicable) affixed under the Bidder's name. Bids telephoned or faxed in will not be accepted. Separate sets of proposal sheets will not be issued.

4. Qualifications of Bidders:

4.1 Bidders shall be experienced in the kind of Work to be performed, shall have the necessary equipment therefore, and shall possess sufficient capital to properly execute the Work within the time allowed. Bids received from Bidders who have previously failed to complete work within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A Bid may be rejected if Bidder cannot show that

they have the necessary ability and equipment to commence the Work at the time prescribed and thereafter to complete the Work at the rate, or within the time, specified. A Bid may be rejected if Bidder is already obligated for the performance of other work which would delay the commencement, prosecution or completion of the Work.

4.2 As evidence of its competency to perform the Work, Bidder shall complete and submit with its Bid the Statement of Bidder's Qualifications which is bound in the Contract Specifications. Low Bidders may be asked to furnish additional data to demonstrate competency.

4.3 Each Bid must contain evidence of Bidder's qualifications to do business in New York State or covenant to obtain such qualification prior to execution of Agreement.

4.4 A Bid shall not be awarded to persons or entities other than "Eligible Contractors." An "Eligible Contractor" for purposes of this Section is a Contractor that has a satisfactory record of business integrity. A Contractor shall be deemed to lack the requisite record of business integrity if any of the following criteria are met:

- A. Criminal conduct in connection with government contracts or the conduct of business activities involving: a) the infliction, attempted infliction, or threat of death, intentional personal injury, or intentional property damage, in connection with involvement in a pattern of racketeering, labor racketeering, extortion, obstruction of justice, or other comparable crimes; b) bribery, fraud, bid rigging, embezzlement, theft, perjury, forgery, or other comparable crimes; c) serious moral turpitude, fundamental lack of integrity, or a pattern or practice of a knowing disregard for the law so as to call into question the integrity of the proposed Contractor; or (d) conspiracy to do any of the above acts. Evidence of such conduct shall consist of (A)(1) a judgment of conviction, (2) a pending criminal indictment, or (3) a formal grant of immunity in connection with a criminal prosecution, in each case of a proposed Contractor, any director or officer, any principal, and any employee primarily responsible for contracting procedures, or any holder of five percent (5%) or more of the shares or equity of the proposed Contractor, or any affiliate or subsidiary of the proposed Contractor; or (B) any ongoing criminal investigation by a law enforcement agency in which the proposed Contractor, any director or officer, any principal, employee primarily responsible for contracting procedures, or any holder of five percent (5) or more of the share or equity of the proposed Contractor, or any affiliate of the proposed Contractor is a target.
- B. An actual determination by a person or entity which has jurisdiction of a willful noncompliance with the prevailing wage requirements of Section 220 of the Labor Law by the proposed Contractor or any affiliate thereof.
- C. An actual determination by a person or entity which has jurisdiction of a significant willful violation of the Workers' Compensation Law, including, but not limited to, the failure to maintain required workers compensation or disability coverage.
- D. An actual determination by a person or entity which has jurisdiction of a submission by the proposed Contractor to a government agency of a false or

misleading statement on a uniform questionnaire or other form in connection with a bid or proposal for, or award of a Contract or request for approval of a subcontractor

- E. A conviction or judgment of civil liability against the proposed Contractor for fraud in connection with a bid or proposal for or award of a Contract or request for approval of a subcontract.
- F. Debarment or current suspension of the proposed Contractor for reasons of business integrity from consideration for the award of contracts with a government, governmental entity or public authority pursuant to any procedure enacted by statute or adopted by regulation providing for notice and hearing.
- G. Arrears for more than one year on income, sales or payroll taxes.

4.5 In addition, the Village reserves the right to refuse to issue Bid Documents to a prospective bidder should such person / entity be in default for any of the following reasons:

- 1. failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Village) at the time the Village issues the Bid Documents to a prospective bidder;
- 2. default under previous contracts with the Village;
- 3. unsatisfactory work on previous contracts with the Village;
- 4. person / entity is on any state debarment list or is otherwise prohibited by law from bidding on or being awarded the Contract or completing the Work.

4.6 Bids for the same Work from an individual, or a firm, partnership, limited liability company, limited liability partnership, corporation or an association under the same or different names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder is interested.

4.7 The Village of Bronxville may make such investigations as it deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Village reserves the right to reject any bid if the evidence submitted by a Bidder or the 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 within the time frame designated.

4.8 Fraudulent statements shall cause rejection of Proposal(s) and forfeiture of the related bid security.

5. Non-Collusive Bidding Certification

5.1 Pursuant to General Municipal Law § 103, all bidders shall execute the Non-Collusive Bidding Certification attached hereto. No Bid shall be considered for award, nor shall any award be made, where the bidder does not certify compliance with the provisions in the Non-Collusive Bidding Certification. Notwithstanding the foregoing, if a bidder cannot make such certification, the bidder shall state this in its Bid and shall furnish with the Bid a signed

statement that sets forth, in detail, the reasons therefore. The Village shall then consider the Bid and determine whether such disclosure was not made for the purpose of restricting competition.

6. Examination of Contract Documents and Site; Conditions of Work:

6.1 Before submitting a Bid, each Bidder shall (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents.

6.2 Reference is made to the Special Conditions for the identification of the investigation and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by Engineer in preparation of the Drawings and Specifications. This investigation is not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents. Before submitting their Bid each Bidder will, at their own expense, make such investigations and tests as the Bidder may deem necessary to determine that their Bid for performance of the Work is in accordance with the Contract Documents.

6.3 Bidder's attention is directed to Paragraph 1 of Section D, Declarations, in which the Bidder certifies that he has examined the site.

6.4 On written request, Owner will provide each Bidder access to the Site to conduct such investigations and tests as each Bidder deems necessary for submission of their Bid.

6.5 The lands upon which the Work is to be performed and other lands designated for use by Contractor in performing the Work are identified in the Supplementary Conditions, Contract Specifications or Drawings.

6.6 Access, easements and/or land acquisition required for the Work shall be secured by the OWNER.

6.7 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 6 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work, and that proper and necessary inspection of the site has been performed.

6.8 Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Contract Drawings, Specifications and Requirements and all other expenses incidental thereto. Local and State sales taxes shall not be included in this bid, since the Village of Bronxville is a tax exempt entity.

6.9 Where there is any conflict in provision set forth in the Contract Documents, the narrow shall control over the general. For example, the General Conditions shall control over the Instructions to Bidders, and the Special Conditions shall control over the General Conditions.

7. Progress of Work:

7.1 As far as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties, and shall be maintained insofar as possible.

8. Addenda and Interpretation:

8.1 Every request for information must be sent in writing to James M. Palmer, Village Administrator, Village Hall, 200 Pondfield Road, Bronxville, New York, 10708 or via email at jpalmer@vobny.com, and to be given any consideration must be received in writing by 5:00 P.M. on Thursday, March 24, 2022. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed, faxed, or emailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall become part of the Bidding Documents. Receipt of Addenda shall be noted on the Declarations Form.

9. Bid Security

9.1 Each Bid shall be accompanied by a bank check or bid bond (the "Bid Security") in an amount equal to at least ten percent (10%) of the total bid price, payable without condition to the Village of Bronxville as a guaranty that the Bidder, if the Bid is accepted, will execute the Agreement in accordance with the Bid and other Contract Documents, will provide proof of requisite insurance, and will furnish good and sufficient bonds for the faithful performance of the same, and for the payment to all persons supplying labor and materials for the Work.

9.2 The Bid Bond shall be on the form bound in the Bid Documents. The Bid Bond shall be issued by a surety meeting the requirements of the General Conditions.

9.3 Bidders submitting a bank check as Bid Security shall also submit a Certificate of Surety from a surety meeting the requirements of the General Conditions in the form set forth in the Bid Documents assuring the Village that the surety will provide the performance and payment bond(s) required by the Bid Documents. Bidders submitting a Bid Bond as Bid Security are not required to submit a Certificate of Surety.

9.4 The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security and proof of insurance, whereupon the Bid Security will be returned. If the Successful Bidder fails to execute and deliver the Agreement or furnish the required Contract Security and proof of insurance within the time set forth in the Bid Documents, the Owner may annul the Notice of Award, and the Bid Security of that Bidder will be forfeited to the Owner as liquidated damages for such failure.

9.5 The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the third day, Saturdays, Sundays and holidays excepted, after the Effective Date of the Agreement as executed by the Successful Bidder, or as otherwise provided by law. The Bid Security of other Bidders will be returned within ten days after the Bid opening, Saturdays, Sundays and holidays excepted.

10. Insurance Required:

10.1 The Successful Bidder shall procure, at its sole cost, all insurance as required in the Contract Documents, and shall provide evidence of such insurance in accordance with the

Contract Documents.

11. Performance Bond and Labor and Material Payment Bond

11.1 The Successful Bidder shall furnish to the Village a faithful Performance Bond and a Labor and Material Payment Bond (the "Contract Bonds") in an amount equal to one hundred percent (100%) of the Contract Amount, said bonds being secured from a surety company qualified under the Contract Documents.

11.2 The requirements for delivery of the Bonds are governed by the Contract Documents.

12. Modification and Withdrawal of Bids

12.1 Unless otherwise permitted by law, no Bids may be withdrawn unless and until no award has been made within forty-five (45) days from the date of the Bid Opening. Withdrawals must be in writing, sent by certified mail, and received by the Village prior to the time fixed for opening. Negligence on the part of the Bidder in preparing its Bid confers no right for the withdrawal of the Bid after it has been opened.

13. Form of Agreement:

13.1 The form of the agreement is included in these documents in Section G.

14. Award:

14.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive or conditional Bids.

14.2 OWNER reserves the right to reject any Bid not accompanied by specified documentation and bid security.

14.3 OWNER reserves the right to reject any Bid if it shows any omissions, alterations of form, additions not called for, conditions or qualifications, or irregularities of any kind.

14.4 OWNER reserves the right to reject any Bid that, in its sole and absolute discretion, is considered to be unbalanced or unreasonable as to the total amount bid or the amount bid for any lump sum or unit price item.

14.5 In evaluating Bids, discrepancies between words and figures will be resolved in favor of words. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.6 In evaluating Bids, OWNER will consider the qualifications of Bidders; whether the Bids comply with the prescribed requirements; the alternatives, if any; and the total lump sum bid price.

14.7 OWNER may conduct such investigation as they deem necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations, to do the Work in accordance with the Contract Documents. OWNER reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to OWNER's satisfaction.

14.8 If a Contract is to be awarded, it will be awarded to the lowest responsive and

responsible Bidder, who has neither been disqualified nor rejected pursuant to the Bid Documents.

14.9 OWNER reserves the right to accept any Bid deemed to be in the best interests of the Project even though the Bid chosen may result in the award for the Contract to a Bidder whose Bid is not, on mathematical basis alone, the low Bid.

15. Exceptions

15.1 If, for any reason, the Bidder takes exception to any part of the Bidding or Contract Documents, as contained herein, the Bidder shall note the exception in their Bid and give the reason for the exception.

15.2 The Owner will review the exceptions, if any, as noted and the reasons for those exceptions and reserves the right to either reject or accept the exceptions, and reasons as noted, whichever proves to be in the best interest of the Owner.

16. Quantity, Delivery and Appropriation

16.1 Unless otherwise specified in the Bid Form, Supplementary Conditions or Contract Specifications for an individual class of commodity, the quantities listed in the Bid Form are estimates only, and the Owner does not guarantee to purchase any definite quantities. The amount purchased, however, shall be all of the Owner's requirements during the term of the Contract, whether they be more or less than the estimate given.

16.2 The Owner reserves the right to purchase additional quantities, if the need may indicate, at the same unit price as established within the Contract during the term of the Contract.

17. Sales Tax Exemption:

17.1 Under Chapter 513 of 1974 of the Laws of New York State all materials and supplies sold to a Contractor for use as an integral, component part of a structure, building or real property owned by an exempt organization, such as the Village of Bronxville, are exempt from the payment of New York State Sales or Compensatory Use Taxes. The Contractor shall not include any amount in his bid price to cover sales taxes for the above items.

18. Prevailing Wages:

18.1 LABOR AND WAGES: A governing provision in the contract will be the rate of wages of all labor applicable to the kind of work, as determined by the New York State Industrial Commissioner pursuant to the Labor Law which states that a schedule of wages so determined by the New York State Industrial Commissioner and the Fiscal Officer be required to be complied with under this contract by the Village.

18.2 The NYS Department of Labor Prevailing Wage Schedule is included in these documents in Appendix B.

19. Required Submissions:

19.1 Prior to award the successful bidder will be required to meet the following requirements:

- a. Incorporation Certificate:

The successful bidder, if his business is not registered in New York State, must

provide the Village with a certificate issued by the New York State Secretary of State, stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it is required that the entity's certificate of doing business be provided (which should be on file in the County Clerk's Office).

This also holds true in the case of joint ventures, which would be required to disclose the underlying entities of the joint venture and to supply the requisite certificates of doing business for each such entity.

b. No-Conflict Statement:

A Statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Village, or a relative of an officer or employee of the Village. If such an officer, director or stockholder exists, full disclosure to the Village of their name(s) and relationship(s) is required.

20. Affirmative Action Requirements:

20.1 All bidders shall complete and submit the certification form contained in Section F Regarding Equal Employment Opportunity; indicating that they will comply with the provisions of all applicable Federal, State and Local equal opportunity requirements.

21. Labor Contracts and Disputes

21.1 Within the Bid, all bidders shall advise the Village of any anticipated labor contracts within the bidder's organization that may be negotiated or re-negotiated during the manufacturing period. If any labor contract is up for renewal during the manufacturing period, the bidder shall list the expiration date of the contract and anticipated outcomes, if possible.

22. Iranian Energy Section Divestment

22.1 By submitting a bid, the bidder hereby represents and certifies that it is in compliance with New York State General Municipal Law § 103-g entitled "Iranian Energy Sector Divestment", in that the bidder has not:

22.1.1 Provided goods or services of \$20 million or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

22.1.2 Acted as a financial institution that extends \$20 million or more in credit to another person, for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

22.2 Any bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

22.3 Except as otherwise specifically provided herein, every bidder submitting a Bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

By submission of this Bid, each bidder and each person signing on behalf of any

bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

22.4 Except as otherwise specifically provided herein, any Bid that is submitted without having complied with section 19.3 above shall not be considered for award. In any case where the bidder cannot make the certification, the bidder shall so state and furnish with the Bid a signed statement setting forth in detail the reasons therefor. The Village reserves its rights, in accordance with General Municipal Law § 103-g to award the Bid to any bidder who cannot make the certification, on a case-by-case basis, under the following conditions:

22.4.1 The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

22.4.2 The Village makes a determination that the goods or services are necessary for the Village to perform its functions and that, absent such an exemption, the Village would be unable to obtain the goods or services for which the Bid is offered. Such determination shall be made by the Village in writing and shall be a public document.

SECTION D
DECLARATIONS

**Pondfield Road & Midland Avenue, Pondfield Road & Gramatan Avenue
Intersection and Pedestrian Improvements
Village of Bronxville, Westchester County, NY**

Bid Submitted by: _____

Address: _____

City/State/Zip Code: _____

Phone: _____

To: The Village of Bronxville
Village Clerk
Village Hall, 200 Pondfield Road
Bronxville, New York 10708

1. I/We hereby declare that I/We have carefully examined the Notice to Bidders, the Specifications and Requirements for the above entitled matter and work, and have examined the site(s).
2. I/We do hereby offer and agree to furnish all labor and materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the related requirements. I/We will furnish all labor, tools, implements, models, forms, transportations and materials necessary and proper for the purpose(s) and for the price(s) set forth on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefor, containing all terms, conditions, provisions and covenants necessary to complete the work according to the Specifications and Requirements therefor within two (2) weeks after the contract is awarded by the Village. If I/We fail to execute said contract within said period of time, the Village of Bronxville shall have the power to rescind the award and award the bid and contract to the next lowest responsible bidder.
5. I/We declare and agree to commence work within five (5) days after execution of the Contract and to complete the work fully and in every respect on or before the time specified in said Contract and do authorize the Village, in case of failure to complete the work within the specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.

6. I/We agree that the Village of Bronxville reserves the right to select any one, a combination of, or all of the Bid items in this proposal for the Contractor to complete without affecting any of the Bid prices.
7. I/We hereby affirm that by submission of this Bid, each bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party certifies as to its organization, under the penalty of perjury, that to the best of knowledge and belief:
 - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; and
 - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (c) no attempt has been made or will be made by the Bidder to induce any person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
 - (d) no member of the Village Board, or officer, or employee of the Village of Bronxville, or person whose salary is payable in whole or in part by the Village is or shall become interested as a contracting party, partner, stockholder, surety, or otherwise, in this Bid or in the performance of this Contract, or in the supplies, materials, or equipment and work or labor to which it relates, or in any portion of the profits thereof.
8. I/We hereby agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the Bid-opening deadline and that within said forty five (45) day period the Village of Bronxville will accept or reject this proposal, or this period may be extended on mutual agreement.
9. I/We declare that if this is a Corporate Bid. I/We have been duly authorized to act as the Signatory on this proposal on behalf of this Corporation.
10. I/We affirm, under penalty of perjury, that all statements in this proposal are true and correct.
11. I/We hereby agree that I/We accept the unit prices on the following pages for the various items of work.
12. I/We hereby agree that upon award of the bid, Contractor shall supply the Village of Bronxville with a Certificate of Insurance as outlined in the Schedule of Insurance (see Section H).
13. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.
14. All listed work shall be completed within one hundred (100) calendar days from commencement of work. Additional items added, per unit prices, must be completed within fourteen (14) calendar days of a written order from the Village of Bronxville.

Signatures and Execution – next page.
(Section D continued on next page)

Legal Name of Bidder, Partner or Corporate Officer:

By:_____

Corporate Seal
(if incorporated)

Bidder Acknowledges receipt of Addenda as follows:

Addendum 1: Signature_____

Addendum 2: Signature_____

Addendum 3: Signature_____

Addendum 4: Signature_____

SECTION E
NON-COLLUSIVE BIDDING CERTIFICATION & RESOLUTION

In accordance with Section 103-d of the New York State General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof or to a fire district or any agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed to by the bidder as true under the penalties of perjury:

NON-COLLUSIVE BIDDING CERTIFICATION

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to the opening, directly or indirectly, to any Bidder or to any competitor.

(3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition; and

B. The person signing this certification certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under 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 the person signing in Bidder's behalf.

C. That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signer of this bid or proposal in behalf of the corporate bidder.

Signature

Print name and Title

Bidder

Address

CORPORATE NON-COLLUSIVE RESOLUTION

Resolved that _____ be authorized to sign and submit the Bid of this corporation for _____ to the Village of Bronxville and to include in such Bid the certificate as to non-collusion required in section 103-d of the New York State General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, 20_____.

Secretary

RESOLUTION

BE IT RESOLVED that _____

(Name of Corporation)

be authorized to sign and submit the bid or proposal of this corporation for the project entitled:

Contract No. VA-2022-01 – Pondfield Road & Midland Avenue, Pondfield Road & Gramatan Avenue Intersection and Pedestrian Improvements, Village of Bronxville, Westchester County, NY

To perform intersection and pedestrian improvements for the aforementioned two (2) intersections in accordance with plans and specifications prepared by WSP USA Inc., 500 Summit Lake Drive, Suite 450, Valhalla, NY 10595.

It shall be Contractor's responsibility to coordinate with the Bronxville Public Works Department and Police Department for any and all work zone traffic control, which shall be augmented by Contractor's employees.

Contractor will include in such bid or proposal the certificate as to non-collusion required by section One Hundred and Three d (103-d) of the New York State General Municipal Law as the act and deed of the corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury. The foregoing is a true and correct copy of the resolution adopted by:

(Name of Corporation)

at a meeting of the Board of Directors held on the _____

(Date)

(Corporate Seal)

Secretary: _____

Name and Title: _____

Laws of New York State, 1965
Chapter 751, Section 103-d, as amended
effective September 1, 1966.

SECTION F

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Instructions: This certification is required pursuant to Executive Order 11245 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and if so, whether it has filed all compliance reports due under applicable instructions. Where the certification indicates that the bidder has not filed a compliance report due under applicable instruction, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

Certification of Bidder by

Corp. Name: _____

Address: _____

City/State/Zip Code: _____

1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.

_____ Yes _____ No

(if answer is yes, identify the most recent contract).

2. Compliance reports were required to be filed in connection with such contract or subcontract.

_____ Yes _____ No

(if answer is yes, identify the most recent contract).

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

_____ Yes _____ No

4. If answer to item #3 is NO, please explain in detail on reverse side of this certification.

Certification: The information above is true and complete to the best of my knowledge and belief.

Signature: _____

Name and Title of Signer: _____

CERTIFICATION PURSUANT TO NEW YORK STATE
GENERAL MUNICIPAL LAW § 103-g

By submission of this Bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

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

Signature

Print name and Title

Bidder

Address

CORPORATE RESOLUTION

Resolved that _____ be authorized to sign and submit the Bid of this corporation for _____ to the Village of Bronxville and to include in such Bid the certificate required in section 103-g of the New York State General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, 20_____.

Secretary

SECTION G
AGREEMENT

Contract No. VA-2022-01 – Pondfield Road & Midland Avenue, Pondfield Road & Gramatan Avenue Intersection and Pedestrian Improvements, Village of Bronxville, Westchester County, NY

THIS AGREEMENT made this _____ day of _____ (month), 2022, by and between:

* Strike out the two terms that do not apply to your, the Contractor's, company.

Either:

A. Corporation organized and existing under the laws of the state of _____

B. Partnership consisting of _____

C. Individual trading as _____

Hereinafter called the "Contractor" and the Village of Bronxville, NY, hereinafter called "The Village."

WITNESSETH, that The Contractor and The Village for the consideration stated herein mutually agree as follows:

Article 1. Statement of Work

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

Contract No. VA-2022-01 – Pondfield Road & Midland Avenue, Pondfield Road & Gramatan Avenue Intersection and Pedestrian Improvements, Village of Bronxville, Westchester County, NY

Article 2. The Contract Price

The Village will pay the Contractor for the performance of the Contract in current funds, for the total quantities of work performed at the stated unit prices stipulated in the Bid for the respective items of work completed subject to additions and deductions

as provided in the section on changes in the work in the General Conditions..

Article 3. Contract Documents

The Contract Documents shall consist of the following
(including their attachments and exhibits, not in any particular order)

- Notice to Bidders;
- Bid Proposal;
- Instructions to Bidders;
- Declarations;
- Non-Collusive Bidding Certification & Resolution;
- Equal Employment Opportunity Certification;
- This Agreement;
- Certificate(s) of Insurance and Hold Harmless Agreement;
- General Conditions;
- Supplementary Conditions;
- Special Notice;
- Statement of Bidder's Qualifications;
- Certification Regarding Debarments, Suspension, Ineligibility
- Bid Bond;
- Certificate of Surety;
- Performance Bond;
- Payment Bond;
- Special Specifications;
- Prevailing Wage Rates;
- Bid Sheets
- Contract Drawings;
- Addenda (if any);
- Signed copy of Bid, with all attachments required for bidding.

The Contract Documents, which comprise the entire Agreement between the Owner and the Contractor, are attached to this Agreement and are specifically made a part hereof, and are incorporated by reference in this Agreement.

Article 4. Engineer:

WSP USA Inc., 500 Summit Lake Drive, Suite 450, Valhalla, NY 10595 has contracted with the OWNER as ENGINEER for this Project and will assume all duties and responsibilities and have all rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

It is expressly understood and agreed by the OWNER and CONTRACTOR herein that no contractual relationship of any type whether quasi-contractual, implied, functional or other is intended to be formed or exists between any parties other than the undersigned OWNER and CONTRACTOR.

Article 5. Contract Time

The Work will be substantially completed within 100 calendar days from the date when the Contract Time commences to run as provided in Paragraph 5 of Section D, Declarations of the contract proposal, and completed and ready for final payment in accordance with Paragraph 14.8 of the General Conditions within 30 days from the date of Substantial Completion.

Article 6. Liquidated and Special Damages

6.1 Liquidated Damages:

- A. OWNER and CONTRACTOR recognize that time is of the essence as to Substantial Completion and that OWNER will suffer financial loss apart from the costs described in Paragraph 6.2.A, if the Work is not substantially completed within the time specified in Article 5, above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. OWNER and CONTRACTOR also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER for each day that expires after the time specified in Article 5 for Substantial Completion, (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions), until the Work is substantially complete, the following sums:

\$1,000 per day

6.2 Special Damages:

- A. In addition to the amount provided for liquidated damages, CONTRACTOR shall pay OWNER the actual costs reasonably incurred by OWNER for engineering, legal and inspection forces employed on the Work for each day that expires after the time specified in Article 5 for Substantial Completion, (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions), until the Work is substantially complete. If CONTRACTOR fails to complete the Project within the Contract Time specified in Article 5, all fines levied by Regulatory Agencies on the OWNER for such failure shall be paid by the CONTRACTOR.
- B. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the Contract Time, CONTRACTOR shall pay OWNER the actual costs reasonably

incurred by OWNER for engineering, legal and inspection forces employed on the Work for each day that expires after the time specified in Article 5 for the Work to be completed and ready for final payment (adjusted for any extensions thereof made in accordance with Article 12 of the General Conditions), until the Work is completed and ready for final payment. If CONTRACTOR fails to complete the Project within the Contract Time specified in Article 5, all fines levied by Regulatory Agencies on the OWNER for such failure shall be paid by the CONTRACTOR.

- 6.3 OWNER may deduct the amount of liquidated damages and special damages from monies due CONTRACTOR under this Agreement. If the time for the completion of this Work shall be extended, then the OWNER shall be fully authorized and empowered to deduct from the final estimates the amount of liquidated and special damages determined as hereinbefore stipulated, for each day that the CONTRACTOR shall be in default as to the prescribed completion of the Work beyond the date to which the time for said completion shall have been extended.

Article 7. Contract Price

- 7.1 OWNER shall pay CONTRACTOR for performance of the Work, in accordance with the Contract Documents, the prices stipulated in CONTRACTOR's Bid. Said Bid is attached hereto and identified as Exhibit 1 of this Agreement. Payment shall be subject to additions and deductions by Change Order as provided in Article 11 of the General Conditions.

Article 8. Payment Procedures

- 8.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

8.2 Progress Payments:

- A. OWNER shall make monthly progress payments (once every thirty day cycle) on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER. CONTRACTOR's Applications for Payment shall be as defined in a schedule established by the OWNER. All progress payments will be on the basis of the progress of the Work measured by the installed quantity of the items at the unit prices bid, as identified on the Contract Bid Form. Measurement of the installed quantities, and payment for same, will be in accordance with the technical specifications. A progress payment will not be made whenever the value of the Work completed since the last previous progress payment

is less than \$5,000.00. No payment will be made until all pre-requisites specified in the Contract Documents are met. No subsequent progress payment shall be made where required revisions to the approved Construction Schedule have not been submitted and approved.

- B. OWNER shall retain, as retainage, from the CONTRACTOR five percent of each progress payment.

8.3 Final Payment:

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.9 of the General Conditions, OWNER shall pay the remainder of the Contract Price, minus the five (5) percent retained percentage, as recommended by ENGINEER as provided in said Paragraph 14.9. The OWNER shall retain for a period of one year from the date of Substantial Completion an amount equal to five (5) percent of the Contract Amount. At the end of the one year period, the OWNER shall pay the five percent retainage to the CONTRACTOR, provided that the CONTRACTOR has met all of their obligations to the satisfaction of the OWNER and the ENGINEER.

8.4 Certified Payroll:

- A. It is the public policy of the OWNER, the Village of Bronxville and the laws of the State of New York that prevailing wages and supplements be paid to all workers engaged to perform Work under this Contract, whether as a general CONTRACTOR or Subcontractor, and that this Contract be performed in compliance with all applicable laws including, without limitation, the Occupational Safety and Health Act and the requirements of the New York State Labor Law.
- B. To ensure compliance with the prevailing wages and supplements language of this Contract, the CONTRACTOR and all Subcontractors shall furnish with monthly pay requisitions on behalf of himself and each of their Subcontractors weekly certified copies of payroll and other such information required by the OWNER to satisfy that the Provisions of the Labor Laws, as to the hours of employment and rates of wages, are being observed. This includes evidence that all prescribed benefits and supplemental payments as stipulated in the most current New York State Prevailing Rate Schedule have been made. CONTRACTOR claims for Partial Payment of work completed will not be forwarded to the OWNER for payment, unless the required certified payroll information has been received.

Article 9. Payments

- 9.1 All payments to CONTRACTOR and payments made by CONTRACTOR to Subcontractors shall be in accordance with General Municipal Law Section 106-b and General Business Law Sections 756(a) and 756(b).

Article 10. Contractor's Representations

- 10.1 As part of the inducement for OWNER to enter into this Agreement, CONTRACTOR makes the following representations:
- A. CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, site, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
 - B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress, performance or furnishing of the Work which were utilized by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Supplementary Conditions.
 - C. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Paragraph 10.1 .B as CONTRACTOR deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and no additional examinations, investigations, tests, reports or similar data are or will be required by CONTRACTOR for such purposes.
 - D. CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

Article 11. Drawings and Addenda

- 11.1 The Drawings comprise a set entitled "Pondfield Road & Midland Avenue, Pondfield Road & Gramatan Avenue Intersection and Pedestrian Improvements, Village of Bronxville, NY" dated February 2022 and include the following drawings:

SHEET NO.	DWG NO.	TITLE
1	CVR	TITLE SHEET
2	EOQ	ESTIMATE OF QUANTITIES
3	LEG	LEGEND AND LIST OF ABBREVIATIONS
4	GNN	GENERAL NOTES
PONDFIELD ROAD / MIDLAND AVENUE INTERSECTION		
5	MID 1	GENERAL PLAN
6	MID 2	TRAFFIC SIGNAL PLAN
7	MID 3	TRAFFIC SIGNAL TABLES
PONDFIELD ROAD / GRAMATAN AVENUE INTERSECTION		
8	GRA 1	GENERAL PLAN
9	GRA 2	TRAFFIC SIGNAL PLAN
10	GRA 3	TRAFFIC SIGNAL TABLES
DETAILS		
11	DTL 1	CURB DETAILS
12	DTL 2	DRAINAGE AND UTILITY DETAILS

Article 12. Miscellaneous

- 12.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions have the meanings indicated in the General Conditions.
- 12.2 The Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract, or of his/her/its right, title, or interest therein, or his/her/its power to execute such contract, to any other person or corporation without the previous consent in writing to the Owner. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 12.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, and its partners,

successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

- 12.4 The Contract shall be void and of no effect unless the person or corporation making or performing such Contract shall secure compensation for the benefit of, and keep insured during the life of such Contract, such employees, in compliance with the provisions of the workers' compensation law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

This Agreement will be effective on _____, 20_____.

OWNER:
VILLAGE OF BRONXVILLE, NEW YORK
200 Pondfield Road
Bronxville, New York 10708
914-337-6500

Hon. Mary C. Marvin, Mayor

CONTRACTOR:

Company Name

Company Address

Signature of Authorized Company Representative

[SEAL]

[CORPORATE, LIMITED LIABILITY
COMPANY, LIMITED LIABILITY
PARTNERSHIP SEAL]

Attest

Attest

Address for giving notices

Address for giving notices

(If OWNER is a public body,
attach evidence of authority
to sign and resolution or
other documents authorizing
execution of Agreement.)

Agent for service of process:

corporation,

sign.)

(If CONTRACTOR is a

attach evidence of authority to

(Each joint venturer must sign. The manner of signing and acknowledging the signature for each individual, partnership, and corporation that is party to the joint venture should be in the manner indicated for each type of party.)

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in two (2) original copies on the day and year first above written.

(Contractor's Signature) _____

Print Name: _____

Title: _____

(Notarize on next page)

(Administrator's Signature) _____
James M. Palmer, Village Administrator

(Notarize on next page)

STATE OF NEW YORK }
COUNTY OF WESTCHESTER }
VILLAGE OF BRONXVILLE }

_____, 2022, before me personally came _____

to me known, who, being by me duly sworn, did depose and say that he resides at

_____, that he is

(Title) _____

acting on behalf of the corporation described herein and executed the foregoing instrument: that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

Notary Public: _____

Date: _____, 2020

STATE OF NEW YORK }
COUNTY OF WESTCHESTER }
VILLAGE OF BRONXVILLE }

_____, 2022, before me personally came _____

to me known, who, being by me duly sworn, did depose and say that he is the **Administrator** of the **Village of Bronxville, New York**, the municipal corporation described herein, and which executed the foregoing instrument: that he knows the seal of said Village; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Trustees of the said Village (resolution attached); and that he signed his name thereto by like order.

Notary Public: _____

Date: _____, 2022

Contractor to provide a minimum of 3 projects of similar scope to this contract with information filled out in the spaces provided below or attached as a separate document entitled “**Summary of Completed Work**”. In addition, Contractor to provide a list of any current obligations in the form of Town/Municipality, Project Name, Scope, Construction Cost.

SUMMARY OF COMPLETED WORK

Project_____ Completion Date_____

Description _____

Construction Duration_____

Town/Municipality_____

Contact Info_____

Project_____ Completion Date_____

Description _____

Construction Duration_____

Town/Municipality_____

Contact Info_____

Project_____ Completion Date_____

Description _____

Construction Duration_____

Town/Municipality_____

Contact Info_____

SECTION H
SCHEDULE OF INSURANCE

INSURANCE

1. The Contractor, prior to signing of the contract, shall provide to the **Village of Bronxville** and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
 - a. Worker's Compensation. The Contractor shall take out and maintain during the life of this contract the statutory Worker's Compensation, Disability, and Employer's Liability insurance for all of his employees to be engaged in work on the project under this Contract, and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.
 - (1) Coverage A – The statutory limit provided by the laws of the State of New York.
 - (2) Coverage B – \$1,000,000.
 - b. Public Liability & Property Damage Insurance including contingent liability of the Village for the acts or omissions of the Contractor covering claims for personal injury including accidental death with a combined single limit of \$5,000,000 Bodily Injury and Property Damage, per occurrence. The Certificate of Insurance shall indicate the following coverage:
 - (1) Premises – Operations;
 - (2) Any deductibles shall not be the liability of the **Village of Bronxville, New York**.
 - c. Automobile Liability Insurance with the single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
 - (1) Owned automobiles;
 - (2) Hired automobiles;
 - (3) Non-owned automobiles.
 - d. Owners and Contractors Protective Liability Policy - \$1,000,000 single limit endorsed that the **Village of Bronxville** is not responsible for the premium.
 - e. Property Damage – Property Damage Insurance shall include the legal liability of its Contractor for loss or damage to property of the **Village of Bronxville**.
 - f. Unemployment Insurance – The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Law and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of

the Contractor and his subcontractors assessed against the Owner under the authority of said law.

2. The Contractor shall obtain and maintain in full force and effect all of his insurance policies with a reputable insurer licensed to do business in the State of New York with at least an A Best rating.
3. All policies and certificates of the Contractor shall contain clauses as follows:
 - a. The insurance companies issuing the policy or policies shall have no recourse against the **Village of Bronxville, New York** for payment of any premium or for assessments under any form of policy.
 - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.
 - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the **Village of Bronxville, New York**, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the **Village of Bronxville**.
5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
6. Other coverages may be required by the **Village of Bronxville** based on specific need.
7. If, at any time, any of the said policies shall be or become unsatisfactory to the **Village of Bronxville**, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the **Village of Bronxville** the Contractor shall promptly obtain a new policy, submit same to the **Village of Bronxville**, for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provide, this Contract, at the election of the **Village of Bronxville**, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor for any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.
8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amounts of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish additional security covering such claims.
9. The Insurance Policy shall be endorsed to name the **Village of Bronxville, WSP USA Inc.**, and any directors, officers, employees, subsidiaries, and affiliates, as additional insured on all policies and Hold Harmless documents, and shall stipulate that this insurance is primary, that any other insurance or self-insurance maintained by the **Village of Bronxville and WSP USA Inc.**, shall be excess only and shall not be called upon to contribute with this insurance. ISO Additional Insured Endorsement form number CG2010 1185 under GL. Contractors Form B must be utilized and accompany the Certificate of Insurance.

10. Copies of the insurance policies shall be submitted to the **Village of Bronxville** attorney and **WSP USA Inc.** for approval prior to the signing of the Contract.

All required insurance must be in effect and continued so during the life of the contract, at the contractor's expense, and is subject to the approval of the Village Attorney as to adequacy, form and correctness.

RISKS AND INDEMNIFICATIONS ASSUMED BY THE CONTRACTOR:

The contractor shall be the insurer of the Village, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the contractor, of the Village, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Village subsequent to the acceptance of the proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the contractor shall forthwith repair, replace and make good the work without cost to the Village.

2. The risks of injuries or damages, direct or consequential, to the Village, its officers, agents and employees, and to its or their property, arising out of or in connection with the performance of the work, whether sustained before or after final payment. The contractor shall indemnify the Village, its officers, agents and employees for all such injuries and damages and for all loss suffered by reason thereof.

3. The risk of claims and demands, just or unjust, by third persons against the Village, its officers, agents and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any and all of the aforesaid, whether made before or after final payment. The present undertaking of the contractor shall be construed to extend to and to include claims and demands made or threatened to be made by third persons against the Village, or any of its employees or agents. The contractor shall indemnify the Village, its officers, agents and employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement or satisfaction thereof. Neither the acceptance of the completed work nor payment therefore shall release the contractor from his obligation under the Schedule, provided, however, that the risks and indemnifications assumed by the contractor shall not inure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this contract.

SECTION I
GENERAL CONDITIONS

TABLE OF ARTICLES

1. Definitions
2. Preliminary Matters
3. Contract Documents: Intent and Reuse
4. Availability of Lands; Physical Conditions; Reference Points
5. Bonds and Insurance
6. Contractor's Responsibilities
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10. Changes in the Work
11. Change of Contract Price
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13. Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work
14. Payments to Contractor and Completion
15. Suspension of Work and Termination
16. Dispute Resolution
17. Miscellaneous

ARTICLE 1 - DEFINITIONS

1. Wherever used in these General Conditions or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof.

A. Defined Terms:

1. Addenda: Written or graphic instruments issued by the ENGINEER prior to the opening of Bids which clarify, correct, or change the Bidding Documents or the Contract Documents.
2. Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.
3. Application for Payment: The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payment and which is to include such supporting documentation as is required by the Contract Documents.
4. Bid: The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
5. Bidder: Any person, firm or corporation submitting a Bid for the Work.
6. Bidding Documents: Notice to Bidders or advertisement, if any, Instructions to Bidders, other bidding information and requirements, Bidding Forms and

- attachments, Contract and Bond forms, and the proposed Contract Documents, including any Addenda issued prior to receipt of Bids.
7. Bonds: Bid, performance, and labor and material Payment Bonds and other instruments of security.
 8. Change Order: A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of the Agreement.
 9. Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR's Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, the Supplementary Conditions, the Specifications, the Drawings as the same may be more specifically identified in the Agreement, together with all modifications issued after execution of the Agreement.
 10. Contract Price: The moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.
 11. Contract Time: The number of days (computed as provided in Paragraph 17.2) or the date stated in the Agreement for the completion of the Work.
 12. CONTRACTOR: The person, firm or corporation with whom OWNER has executed the Agreement. Whenever the Project is to be constructed under multiple direct contracts, the term "CONTRACTOR" shall mean the appropriate prime CONTRACTOR. Whenever a specific prime CONTRACTOR is referred to, terms such as "General CONTRACTOR", "Electrical CONTRACTOR", etc. will be used.
 13. Day: A calendar day of twenty-four hours measured from midnight to the next midnight.
 14. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER's recommendation for final payment (unless responsibility for the protection thereof has been assumed by OWNER at Substantial Completion in accordance with Paragraph 14.5).
 15. Drawings: The Drawings which show the character and scope of the Work to be performed and which have been prepared or approved by ENGINEER and are referred to in the Contract Documents.
 16. Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
 17. ENGINEER: The person, firm or corporation named as such in the Agreement.
 18. Field Order: A written order issued by ENGINEER which orders minor changes in the Work in accordance with Paragraph 10.2 but which does not involve a change in the Contract Price or the Contract Time.

19. Modifications: (a) A written amendment of the Contract Documents signed by both parties, (b) a Change Order, or (c) a Field Order. A Modification may only be issued after the Effective Date of the Agreement.
20. Notice of Award: The written notice by OWNER to the apparent successful Bidder stating that upon compliance by the apparent successful Bidder with the conditions precedent enumerated therein, within the time specified, OWNER will sign and deliver the Agreement.
21. Notice to Proceed: A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform their obligations under the Contract Documents.
22. OWNER: The public body or authority, corporation, association, partnership, or individual with whom CONTRACTOR has entered into the Agreement and for whom the Work is to be provided.
23. Project: The total construction of which the Work to be provided under the Contract Documents may be the whole or a part as indicated elsewhere in the Contract Documents.
24. Project Manual: The bound documentary information prepared for bidding and constructing the Project. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.
25. Resident Project Representative: The authorized representative of ENGINEER who is assigned to the site or any part thereof.
26. Samples: Physical examples furnished by the CONTRACTOR to illustrate materials, equipment or workmanship, and to establish standards by which some portions of the Work will be judged.
27. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a manufacturer, fabricator, supplier or distributor and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.
28. Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
29. Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.
30. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER's definitive Certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it was intended; or if there be no such certificate issued, when final payment is due in accordance

- with Paragraph 14.9.A. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.
31. Supplementary Conditions: Modifications and additions to the General Conditions.
32. Unit Price Work: Work to be paid for on the basis of unit prices contained in the Contract Documents.
33. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

ARTICLE 2 - PRELIMINARY MATTERS

2.1.1 Delivery of Bonds and Insurance Certificates:

- A. When CONTRACTOR executes Agreement with OWNER, CONTRACTOR shall deliver to OWNER such Bonds as CONTRACTOR may be required to furnish in accordance with Article 5.
- B. When CONTRACTOR executes Agreement with OWNER, CONTRACTOR shall deliver to OWNER, with a copy to ENGINEER, certificates (and other evidence of insurance requested by OWNER) which CONTRACTOR is required to purchase and maintain in accordance with Article 5, and OWNER shall deliver to CONTRACTOR certificates (and other evidence of insurance requested by CONTRACTOR) which OWNER is required to purchase and maintain in accordance with Article 5.

2.2 Copies of Documents:

- A. OWNER shall furnish to CONTRACTOR up to four copies of the Drawings and Specifications as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Time; Notice to Proceed:

- A. The Contract Time will commence to run on the day indicated in the Notice to Proceed.

2.4 Starting the Project:

- A. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract Time commences to run.

2.5 Before Starting Construction:

- B. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby.
- C. Immediately after signing the Agreement, CONTRACTOR shall submit to ENGINEER for review and acceptance, an estimated progress schedule indicating the starting and completion dates of the various stages of the Work, a preliminary schedule of Shop Drawing submissions, and a preliminary schedule of values of the Work.
- D. Within ten days after the effective date of the Agreement the CONTRACTOR shall submit to the ENGINEER for approval a complete list of the Vendors the CONTRACTOR has selected to furnish the equipment and material specified for the Work.

2.6 Preconstruction Conference:

- A. Immediately after signing the Agreement, but before CONTRACTOR starts the Work at the site, a conference will be held for review and acceptance of the schedules, referred to in Paragraph 2.5.B, to establish procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT AND REUSE

3.1 Intent:

- A. The Contract Documents are the property of the OWNER and comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. They may be altered only by a Modification. As stated in Article 3 of the Agreement and reiterated herein, it is expressly understood and agreed by the OWNER and CONTRACTOR herein that no contractual relationship of any type whether quasi contractual, implied, functional or other is intended to be formed between any parties other than the undersigned OWNER and CONTRACTOR.
- B. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ENGINEER in writing at once and before proceeding with the Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or ENGINEER for failure to report any conflict, error or discrepancy in the

Specifications or Drawings unless CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

- C. It is the intent of the Specifications and Drawings to describe a complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for, at no additional cost to the OWNER.
 - D. The Specifications may describe or the Drawings may show the general arrangement of an item of material or equipment when the actual details of said arrangement will vary with the source of the material or equipment. In such cases, CONTRACTOR shall bear all direct and indirect costs to accommodate the item of material or equipment furnished, whether the item of material or equipment is furnished by a manufacturer named in the Specifications or is furnished as an approved substitute or "or equal" item of material or equipment.
 - E. When words in the Specifications or on the Drawings, which have a well-known technical or trade meaning, are used to describe Work, materials or equipment such words shall be interpreted in accordance with such meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening Bids (or, on the effective date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall change the duties and responsibilities of OWNER, CONTRACTOR or ENGINEER, or any of their agents or employees from those set forth in the Contract Documents. Clarifications and interpretations of the Contract Documents shall be issued by ENGINEER as provided for in Paragraph 9.3.
 - F. The Contract Documents shall be governed by the laws of the State of New York.
- 3.2 Re-use of Documents:
- A. Neither CONTRACTOR nor any Subcontractor, manufacturer, fabricator, supplier or distributor shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of ENGINEER; and they shall not re-use any of them on extensions of the Project or any other project without written consent of OWNER and ENGINEER and specific written verification or adaptation by ENGINEER.

ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands:

- A. OWNER shall furnish, as necessary to accomplish the Work all access, easements or acquisition of the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent pipelines will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents.
- B. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2 Physical Conditions – Investigations and Reports:

- A. Reference is made to the Supplementary Conditions for identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect cost, progress or performance of the Work which have been utilized by ENGINEER in preparation of the Drawings and Specifications. These reports are not intended to constitute any explicit or implicit representation as to the nature of the subsurface and latent physical conditions which may be encountered at the site or to constitute explicit or implicit representations as to any other matter contained in any report. Such reports are not guaranteed as to accuracy or completeness and are not part of the Contract Documents.

4.3 Unforeseen Physical Conditions:

- A. CONTRACTOR shall promptly notify OWNER and ENGINEER in writing of any subsurface or latent physical conditions at the site or in an existing structure differing materially from those indicated or referred to in the Contract Documents. ENGINEER will promptly review those conditions and advise OWNER in writing if further investigations or tests are necessary. Promptly thereafter, OWNER shall obtain the necessary additional investigations and tests and furnish copies to ENGINEER and CONTRACTOR. If ENGINEER finds that the results of such investigations or tests indicate that there are subsurface or latent physical conditions which differ materially from those intended in the Contract Documents, and which could not reasonably have been anticipated by CONTRACTOR, a Change Order shall be issued incorporating the necessary revisions.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Performance, Payment and Other Bonds:

- A. CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date of final payment, except as otherwise provided by law. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall be in the forms prescribed by the Bidding Documents or Supplementary Conditions and be executed by such sureties as:
1. Are licensed to conduct business in the State where the Project is located, and
 2. Are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

- B. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in any State where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.1 .A, CONTRACTOR shall within five days thereafter substitute another Bond and surety, both of which shall be acceptable to OWNER.

5.2 Contractor's Liability Insurance:

- A. CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR's performance of the Work and CONTRACTOR's other obligations under the Contract Documents, whether such performance of the Work is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR's employees;
 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR's employees;
 4. Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly

- related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle; and
 7. Claims for damages because of bodily injury or death of any person arising out of operation of law.
- B. The insurance required by Paragraph 5.2.A shall include the specific coverages and be written for not less than the limits of liability and coverages provided in the Supplementary Conditions or required by law, whichever is greater. All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective Work in accordance with Paragraph 13.7. The comprehensive general liability insurance shall include completed operations insurance and shall include OWNER, ENGINEER and their agents and employees as additional insureds. CONTRACTOR shall maintain such completed operations insurance for at least two years after final payment and shall furnish OWNER with evidence of continuation of such insurance at final payment and one year thereafter.

5.3 Contractual Liability Insurance:

- A. The comprehensive general liability insurance required by Paragraph 5.2.A shall include contractual liability insurance applicable to CONTRACTOR's obligations under Paragraph 6.15.

5.4 Owner's Liability Insurance:

- A. OWNER shall be responsible for purchasing and maintaining OWNER's own liability insurance and, at OWNER's option, may purchase and maintain such insurance as will protect OWNER against claims which may arise from operations under the Contract Documents.

5.5 Certificates of Insurance:

- A. All certificates of the insurance required to be purchased by CONTRACTOR pursuant to Article 5 shall be filed in accordance with Paragraph 2.1 .B. Certificates shall be acceptable to OWNER and shall contain a provision that coverages afforded under the policies will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to OWNER and ENGINEER by certified mail.

5.6 Additional Bonds and Insurance:

- A. OWNER may require CONTRACTOR to furnish such other Bonds and such additional insurance, in such form and with such sureties or insurers as OWNER

may specify. If such other Bonds or such other insurance are specified in the Contract Documents, the premiums shall be paid by CONTRACTOR; if subsequent thereto, they shall be paid by OWNER except as otherwise provided in Paragraph 6.3.A.1 and Paragraph 13.8.B.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence:

- A. CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, and safety measures incident thereto. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
- B. CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and ENGINEER except under extraordinary circumstances. The superintendent will be CONTRACTOR's representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

6.2 Labor, Materials and Equipment:

- A. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Supplementary Conditions, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without OWNER's written consent given after prior written notice to ENGINEER.
- B. CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work. CONTRACTOR shall furnish all fuel, power, light, heat, telephone, water and sanitary facilities necessary for the execution, testing, initial operation and completion of the Work.
- C. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR

shall furnish satisfactory evidence (including reports or required tests) as to the kind and quality of materials and equipment.

- D. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to impose on ENGINEER responsibility for the means, methods, techniques, sequences or procedures of construction or for safety precautions incident thereto.

6.3 Substitutions:

- A. Whenever materials or equipment are specified or described in the Drawings or Specifications by using the name of a proprietary item or the name of a particular manufacturer, fabricator, supplier or distributor, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other manufacturers, fabricators, suppliers or distributors may be accepted by ENGINEER if sufficient information is submitted by CONTRACTOR to allow ENGINEER to determine that the material or equipment proposed is equivalent to that named. The procedure for review by ENGINEER will be as set forth in Paragraphs 6.3.A.1 and 6.3.A.2.

- 1. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR's timely achievement of Substantial Completion, whether or not acceptance of the substitute for use in the Work will require a change in the Drawings or Specifications to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified shall be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain a statement that CONTRACTOR agrees to pay all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other Contractors affected by the resulting change. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR's expense additional data about the proposed substitute. ENGINEER will be allowed a reasonable time within which to evaluate the proposed substitute. ENGINEER will be the sole judge of acceptability and no substitute will be ordered or installed without

ENGINEER's prior written acceptance. OWNER may require CONTRACTOR to furnish at CONTRACTOR's expense a special performance guarantee or other surety with respect to any substitute.

2. ENGINEER will record time required by ENGINEER and ENGINEER's consultants in evaluating substitutions proposed by CONTRACTOR and in making changes in the Drawings or Specifications occasioned thereby. Whether or not ENGINEER accepts a proposed substitute, CONTRACTOR shall reimburse OWNER for the charges of ENGINEER and ENGINEER's consultants for evaluating any proposed substitute.

6.4 Concerning Subcontractors:

- A. CONTRACTOR shall not employ any Subcontractor or other person or organization (including those who are to furnish the principal items of materials or equipment), whether initially or as a substitute, against whom OWNER or ENGINEER may have reasonable objection. If OWNER or ENGINEER after due investigation has reasonable objection to any Subcontractor, other person or organization proposed by CONTRACTOR after the Notice of Award, CONTRACTOR shall submit an acceptable substitute and the Contract Price shall not be increased or decreased. CONTRACTOR shall not be required to employ any Subcontractor, other person or organization against whom CONTRACTOR has reasonable objection. Acceptance of any Subcontractor, other person or organization by OWNER or ENGINEER shall not constitute a waiver of any right of OWNER or ENGINEER to reject defective Work.
- B. CONTRACTOR shall be fully responsible for all acts and omissions of their Subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that CONTRACTOR is responsible for the acts and omissions of persons directly employed by CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ENGINEER and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ENGINEER to pay or to see to the payment of any moneys due any Subcontractor or other person or organization, except as may otherwise be required by law. OWNER or ENGINEER may furnish to any Subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.
- C. The Divisions and Sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.5 Patent Fees and Royalties:

- A. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of OWNER or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by OWNER in the Contract Documents. CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, Village of Bronxville, and anyone directly or indirectly employed by either of them from and against all claims, damages, losses and expenses (including attorneys' fees) arising out of any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights.

6.6 Permits:

- A. Unless otherwise indicated in the Supplementary Conditions, CONTRACTOR shall obtain and pay for all safety permits, construction permits and licenses. OWNER shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bid. CONTRACTOR shall also pay all charges of utility service companies for connections to the Work, and OWNER shall pay all charges of such companies for capital costs related thereto.
- B. The CONTRACTOR must be familiar with these permits and be responsible for compliance with the permit requirements. However, there is no guarantee that the permits contain all the requirements with which the CONTRACTOR must comply. These permits are not part of the Contract Documents.
- C. HIGHWAY OPENING PERMITS: The CONTRACTOR shall obtain all permits, pay all fees, and provide all insurance bonds required for work in the Village of Bronxville, New York.
- D. The CONTRACTOR shall strictly comply with the conditions of all permits.

6.7 Laws and Regulations:

- A. CONTRACTOR shall give all notices and comply with all Federal, State and local laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, CONTRACTOR shall give ENGINEER prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If

CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR's primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

6.8 Taxes:

- A. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by him in accordance with the law of the place of the Project.

6.9 Use of Premises:

- A. CONTRACTOR shall comply with the following requirements unless otherwise indicated in the Detailed Specifications.
- B. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents, and shall not unreasonably disturb more of the various premises than the absolute minimum required for the proper performance of the Work.
- C. During progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for resumption of normal use. CONTRACTOR shall restore to their original condition those disturbed portions of the site not designated for alteration by the Contract Documents.
- D. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger them.

6.10 Record Documents:

- A. CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Shop Drawings and Samples, and Permits at the site in good order, dimensioned and annotated to show all changes made and utilities encountered during the construction process. These shall be available to ENGINEER for examination and shall be delivered to ENGINEER for OWNER upon completion of the Work.

6.11 Safety and Protection:

- A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
1. All employees on the Work and other persons who may be affected thereby, including confined space entry;
 2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
 3. Other property at the site of the Work or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, driveways, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- B. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them. CONTRACTOR shall cooperate with the utility owner in the protection, removal, relocation or replacement of such utility property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR. CONTRACTOR's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to OWNER and CONTRACTOR in accordance with Paragraph 14.9 that the Work is acceptable.
- C. CONTRACTOR shall designate a responsible member of their organization to be at the site of the Work during all operations whose duty shall be the enforcement of the applicable safety regulations and the prevention of accidents. This person shall be a qualified and experienced expert in construction safety requirements and procedures and shall be designated in writing by CONTRACTOR to OWNER.

6.12 Emergencies:

- A. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ENGINEER or OWNER, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby.

6.13 Shop Drawings and Samples:

- A. After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER for review and approval, in accordance with Paragraph 4.4 and the accepted schedule of Shop Drawings submissions (see Paragraph 2.6) and the as specified in the Special Notes, copies of all Shop Drawings, which shall have been checked by and stamped with the approval of CONTRACTOR and identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable ENGINEER to review the information as required.
- B. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all Samples required by the Contract Documents. All Samples will have been checked by and stamped with the approval of CONTRACTOR, and identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- C. At the time of each submission, CONTRACTOR shall in writing call ENGINEER's attention to all deviations that the Shop Drawings or Samples may have from the requirements of the Contract Documents.
- D. ENGINEER will review and approve with reasonable promptness Shop Drawings and Samples, but ENGINEER's review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make all corrections required by ENGINEER and shall return the required number of corrected copies of Shop Drawings and resubmit new Samples for review and approval. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. CONTRACTOR's stamp of approval on any Shop Drawing or Sample shall constitute a representation to OWNER and ENGINEER that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data or assumes full responsibility for doing so, and that CONTRACTOR has reviewed or coordinated each Shop Drawing or Sample with the requirements of the Work and the Contract Documents.
- E. Where a Shop Drawing or Sample is required by the Specifications, no related Work shall be commenced until the submittal has been reviewed and approved by ENGINEER.
- F. ENGINEER's review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any deviations from the Contract

Documents unless CONTRACTOR has in writing called ENGINEER's attention to such deviation at the time of submission and ENGINEER has given written concurrence and approval to the specific deviation, nor shall any concurrence and approval by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or Samples.

6.14 Continuing the Work:

- A. CONTRACTOR shall carry on the Work and maintain the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as CONTRACTOR and OWNER may otherwise agree in writing.

6.15 Indemnification:

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, Village of Bronxville and their respective agents, employees and consultants from and against all claims, damages, losses and expenses including, but not limited to attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (2) is caused in whole or in part by either (a) any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder, or (b) arises out of operation of law as a consequence of any act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether any of them has been negligent.
- B. In any and all claims against OWNER, ENGINEER, Village of Bronxville, or any of their respective agents, employees or consultants by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.15 .A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- C. The obligations of CONTRACTOR under Paragraph 6.1 5A shall not extend to the liability of ENGINEER, their agents, employees or consultants arising out of the ENGINEER's preparation or approval of maps, Drawings, written opinions, reports, surveys, Change Orders, designs or Specifications.

ARTICLE 7 - WORK BY OTHERS

7.1 OWNER may perform additional work related to the Project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other Contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work with OWNER's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate their Work with theirs.

7.2 If any part of CONTRACTOR's Work depends for proper execution or results upon the work of any such other Contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any patent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results.

CONTRACTOR's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR's Work except for latent defects and deficiencies in the other work.

7.3 CONTRACTOR shall do all cutting, fitting and patching of their Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER and the others whose work will be affected.

7.4 If the performance of additional work by other Contractors or utility service companies or OWNER was not noted in the Contract Documents, written notice thereof shall be given to CONTRACTOR prior to starting any such additional work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves additional expense or requires an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12 provided that the CONTRACTOR will make no claim which is barred by the provisions of Paragraph 12.3.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 OWNER shall issue all communications to CONTRACTOR through ENGINEER.

8.2 OWNER shall furnish the data required by OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraphs 14.4.A and 14.9.A.

8.3 OWNER's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.1 .A and

4.4. Paragraph 4.2.A refers to OWNER's identifying and making available to CONTRACTOR copies of reports of investigations and tests of subsurface and latent physical conditions at the site or those reports that otherwise may affect performance of the Work which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.4 OWNER's responsibilities in respect of purchasing and maintaining insurance are set forth in Article 5.

8.5 In connection with OWNER's rights to request changes in the Work in accordance with Article 10, OWNER (especially in certain instances as provided in Paragraph 10.4) is obligated to execute Change Orders.

8.6 OWNER's responsibility in respect of certain inspections, tests and approvals is set forth in Paragraph 13.3.

8.7 In connection with OWNER's right to stop Work or suspend Work, see Paragraphs 13.5A and 15.1. Paragraph 15.2A deals with OWNER's right to terminate services of CONTRACTOR under some circumstances.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.1 OWNER's Representative:

- A. ENGINEER will be OWNER's representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER as OWNER's representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER.

9.2 Visits to Site:

- A. ENGINEER will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. ENGINEER may make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, ENGINEER will inform OWNER of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

9.3 Clarifications and Interpretations:

- A. ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER may determine necessary, which shall be consistent with or

reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

9.4 Rejecting Defective Work:

- A. ENGINEER will have authority to disapprove or reject Work that ENGINEER believes to be defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

9.5 Project Representation:

- A. If OWNER and ENGINEER agree, ENGINEER will designate a Resident Project Representative or Representatives to assist ENGINEER in observing the performance of the Work. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions. If OWNER designates another agent to represent him at the site who is not ENGINEER's agent or employee, the duties, responsibilities and limitations of authority of such other person will be as set forth in the Supplementary Conditions.

9.6 Decisions on Disagreements:

- A. ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of the Work shall be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this Paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter shall be delivered by the claimant to ENGINEER and the other parties to the Agreement within fifteen days of the occurrence of the event giving rise thereto, and complete written supporting data will be submitted to ENGINEER and the other party within forty- five days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. In their capacity as interpreter and judge, ENGINEER will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.
- B. The rendering of a decision by ENGINEER pursuant to Paragraph 9.6.A with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment as provided in Paragraph 14.9) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or at law in respect of any such claim, dispute or other matter.

9.7 Limitations on ENGINEER's Responsibilities:

- A. Neither ENGINEER's authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER to CONTRACTOR, and Subcontractor, any manufacturer, fabricator, supplier or distributor or any of their agents or employees or any other person performing any of the Work.
- B. Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ENGINEER shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 9.7.C and 9.7.D.
- C. ENGINEER will not supervise, direct, control or have authority over or be responsible for CONTRACTOR's means, methods, techniques, procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible for CONTRACTOR's failure to perform the Work in accordance with the Contract Documents.
- D. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractors, or of the agents or employees of any CONTRACTOR or Subcontractor, or of any other persons at the site or otherwise performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK

- 10.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or Article 12 on the basis of a claim made by either party.
- 10.2 ENGINEER may authorize minor changes in the Work not involving an adjustment in the Contract Price or the Contract Time which are consistent with the overall

intent of the Contract Documents. These may be accomplished by a Field Order and shall be binding on OWNER, and also on CONTRACTOR who shall perform the change promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

- 10.3 Additional Work performed without authorization of Change Order will not entitle CONTRACTOR to an increase in the Contract Price or an extension of the Contract Time, except as provided in Paragraphs 10.2, 13.4B, and except in the case of an emergency as provided in Paragraph 6.12.
- 10.4 OWNER shall execute appropriate Change Orders prepared by ENGINEER covering changes in the Work which are required by OWNER, or required because of unreasonable unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or as provided in Paragraphs 11.6 and 15.1, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is recommended by ENGINEER.
- 10.5 If notice of any changes affecting the general scope of the Work or change in the Contract Price is required by the provisions of any Bond to be given to the surety, it will be CONTRACTOR's responsibility to so notify the Surety, and the amount of each applicable Bond shall be adjusted accordingly. CONTRACTOR shall furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

- 11.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at their expense without change in the Contract Price.
- 11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within twenty days of such occurrence unless ENGINEER allows an additional period of time to ascertain accurate cost data. All claims for adjustment in the Contract Price shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.
- 11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the ways listed herein.

- A. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
- B. By mutual acceptance of a lump sum.
- C. On the basis of the Cost of the Work (determined as provided in Paragraph 11.4) plus a Contractor's Fee for overhead and profit (determined as provided in Paragraph 11.5).
- D. Whenever the cost of any Work is to be determined pursuant to Paragraphs 11.4.A and 11.4.B, CONTRACTOR will submit in form acceptable to ENGINEER, an itemized cost breakdown together with supporting data.

11.4 Cost of the Work:

- A. The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in Paragraph 11.4.B.
 - 1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays shall be included in the above to the extent authorized by OWNER.
 - 2. Cost of all materials and equipment furnished and incorporated in the Work, including reasonable costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless OWNER deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to OWNER. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to OWNER, and CONTRACTOR shall make provisions so that they may be obtained.
 - 3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by OWNER, CONTRACTOR shall obtain

competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to OWNER who will then determine, with the advice of ENGINEER which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR's Cost of the Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

4. Costs of special consultants employed for services specifically related to the Work.
5. Supplemental costs including the following:
 - a. The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
 - c. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.
 - d. Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by any governmental authority.
 - e. Deposits lost for causes other than CONTRACTOR's negligence, royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses), not compensated by insurance or otherwise, to the Work or otherwise sustained by CONTRACTOR in connection with the execution of the Work, provided they have resulted from causes other than the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of OWNER. No such losses, damages and expenses shall be included in the Cost of the Work for the purpose of determining CONTRACTOR's Fee. If, however, any such loss or damage requires

reconstruction and CONTRACTOR is placed in charge thereof, CONTRACTOR shall be paid for services a fee proportionate to that stated in Paragraph 11.5.

- g. The cost of utilities, fuel and sanitary facilities at the site.
- h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage and similar petty cash items in connection with the Work.
- i. Cost of premiums for additional Bonds and insurance required because of changes in the Work.

B. The term Cost of the Work shall not include any of the following:

1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in their principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11 .4.A. 1 - all of which are to be considered administrative costs covered by the CONTRACTOR's Fee.
2. Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site.
3. Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments.
4. Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for additional Bonds and insurance required because of changes in the Work).
5. Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.
6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 11 .4.A.

11.5 Cash Allowances:

- A. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as may be acceptable to ENGINEER. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as CONTRACTOR deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

11.6 Unit Price Work:

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME

- 12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to OWNER and ENGINEER within fifteen days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within twenty days of such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data. All claims for adjustment in the Contract Time shall be determined by ENGINEER if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if a claim is made therefor as provided in Paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a Subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the CONTRACTOR unless such party's delay is attributable to one of the above enumerated causes.
- 12.3 The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional

professional services) for delay by either party, provided, however that CONTRACTOR shall not be entitled to damages for any delay occurring as a consequence of a delay in additional work being performed by others pursuant to Paragraph 7.1 hereof if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of OWNER.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTION;
CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.1 Warranty and Guarantee:

- A. CONTRACTOR warrants and guarantees to OWNER and ENGINEER that all Work will be in accordance with the Contract Documents and will not be defective.

Prompt notice of all defects observed by the ENGINEER shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected or corrected as provided in this Article 13.

13.2 Access to Work:

- A. ENGINEER and ENGINEER's representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide proper and safe conditions for such access.

13.3 Tests and Inspections:

- A. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.
- B. If any law, ordinance, rule, regulation, code or orders of any public body having jurisdiction requires any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required by the Specifications in connection with OWNER's or ENGINEER's acceptance of a manufacturer, fabricator, supplier or distributor of materials or equipment submitted for approval prior to CONTRACTOR's purchase thereof for incorporation in the Work. Unless otherwise specified, the cost of all other inspections, tests and approvals required by the Contract Documents shall be paid by CONTRACTOR.

- C. All inspections, tests or approvals other than those required by law, ordinance, rule, regulation, code or order of any public body having jurisdiction shall be performed by organizations acceptable to OWNER (or by ENGINEER if so specified).
- D. If any Work that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR's intention to cover such Work and ENGINEER has not acted with reasonable promptness in response to such notice.
- E. Neither observations by ENGINEER nor inspections, test or approvals by others shall relieve CONTRACTOR from their obligations to perform the Work in accordance with the Contract Documents.

13.4 Uncovering Work:

- A. If any Work is covered contrary to the written request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER's observation and replaced at CONTRACTOR's expense.
- B. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER's request, and upon reasonable notice to OWNER, shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all the expense of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including compensation for additional professional services, and an appropriate deductive Change Order shall be issued. If, however, such Work is not found to be defective and there is no contradiction with Paragraph 13.3.D, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction if he makes a claim therefor as provided in Articles 11 and 12.

13.5 Owner May Stop the Work:

- A. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

13.6 Correction or Removal of Defective Work:

- A. If required by ENGINEER, CONTRACTOR shall promptly, without cost to OWNER and as specified by ENGINEER, either correct any defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with nondefective Work.

13.7 One Year Correction Period:

- A. If, within one year after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER's written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with nondefective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

13.8 Acceptance of Defective Work:

- A. If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to ENGINEER's recommendation of final payment, also ENGINEER) prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to ENGINEER's recommendation of final payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price; or, if the acceptance occurs after such recommendation, an appropriate amount shall be paid by CONTRACTOR to OWNER.
- B. OWNER may require CONTRACTOR to furnish, at CONTRACTOR's expense, a special performance guarantee or other surety prior to acceptance of defective Work.

13.9 Owner May Correct Defective Work:

- A. If CONTRACTOR fails within a reasonable time after written notice of ENGINEER to proceed to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with Paragraph 13.6, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including any requirements of the progress schedule), OWNER may, after seven days' written notice to CONTRACTOR, correct or remedy any

such deficiency. In exercising their rights under this Paragraph, OWNER shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR's services related thereto, take possession of CONTRACTOR's tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER's representatives, agents and employees such access to the site as may be necessary to enable OWNER to exercise their rights under this Paragraph. All direct and indirect costs of OWNER in exercising such rights shall be charged against CONTRACTOR in an amount verified by ENGINEER, and a Change Order shall be issued incorporating the necessary revisions in the Contract Documents and a reduction in the Contract Price. Such direct and indirect costs shall include, in particular but without limitation, compensation for additional professional services required and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of CONTRACTOR's defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in their performance of the Work attributable to the exercise by OWNER of OWNER's rights hereunder.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.1 Schedules:

- A. At least twenty days prior to submitting the first application for a progress payment, CONTRACTOR shall submit to ENGINEER a progress schedule, and a final schedule of Shop Drawings submissions for the Work. These schedules shall be satisfactory in form and substance to ENGINEER.

14.2 Application for Progress Payment:

- A. At least twenty days before each application for a progress payment falls due (but not more often than once a month), CONTRACTOR shall submit to ENGINEER for review an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the application and accompanied by such supporting documentation as is required by the Contract Documents and also as ENGINEER may reasonably require. Each subsequent Application for Payment shall include an affidavit of CONTRACTOR stating that all previous progress payments received on account of the Work have been applied to discharge in full all of CONTRACTOR's obligations reflected in prior Applications for Payment. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- B. Applications will be incomplete without Certified Payroll.

14.3 CONTRACTOR's Warranty of Title:

- A. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER at the time of payment free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as "Liens").

14.4 Review of Applications for Progress Payments:

- A. ENGINEER will, within ten days after receipt of each CONTRACTOR certified and signed Application for Payment, either indicate in writing their recommendation of payment and present the application to OWNER, or return the application to CONTRACTOR indicating in writing ENGINEER's reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the application. OWNER shall, within thirty days of presentation to him of the application for Payment with ENGINEER's recommendation, pay CONTRACTOR the amount recommended.
- B. ENGINEER's recommendation of any payment requested in an Application for Payment will constitute a representation by ENGINEER to OWNER, based on ENGINEER's on-site observations of the Work in progress as an experienced and qualified design professional and on ENGINEER's review of the Application for Payment and the accompanying data and schedules that the Work has progressed to the point indicated; that, to the best of ENGINEER's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning Project upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents and any qualifications stated in the recommendation); and that CONTRACTOR is entitled to payment of the amount recommended. However, by recommending any such payment ENGINEER will not thereby be deemed to have represented that exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work, or that the means, methods, techniques, sequences, and procedures of construction have been reviewed, or that any examination has been made to ascertain how or for what purpose CONTRACTOR has used the moneys paid or to be paid to CONTRACTOR on account of the Contract Price, or that title to any Work, materials or equipment has passed to OWNER free and clear of any liens.
- C. ENGINEER's recommendation of final payment will constitute an additional representation by ENGINEER to OWNER that the conditions precedent to CONTRACTOR's being entitled to final payment as set forth in Paragraph 14.9 have been fulfilled.
- D. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER's opinion, it would be incorrect to make such representations to OWNER. ENGINEER may also refuse to recommend any such payment, or,

because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER's opinion to protect OWNER from loss because:

1. The Work is defective, or completed Work has been damaged requiring correction or replacement,
2. Written claims have been made against OWNER or Liens have been filed in connection with the Work,
3. The Contract Price has been reduced because of Modifications,
4. OWNER has been required to correct defective Work or complete the Work in accordance with Paragraph 13.9,
5. Of CONTRACTOR's unsatisfactory prosecution of the Work in accordance with the Contract Documents, or
6. CONTRACTOR's failure to make payment to Subcontractors for labor, materials or equipment.

14.5 Substantial Completion:

- A. For the purposes of this Contract, "Substantial Completion" shall mean that the CONTRACTOR has completed the following:
 1. Steel repairs are completed.
 2. Repaired areas of steel are painted.
 3. Concrete encasement of the columns is installed and forms are removed.
 4. Installation of pedestrian handrail is complete.
 5. Concrete repairs are complete.
- B. When CONTRACTOR considers the Work ready for its intended use, CONTRACTOR shall, in writing to OWNER and ENGINEER, certify that the Work is substantially complete and request that ENGINEER issue a Certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and ENGINEER shall make an inspection of the Work to determine the status of completion. If ENGINEER does not consider the Work substantially complete, ENGINEER will notify CONTRACTOR in writing giving their reasons therefor. If ENGINEER considers the Work substantially complete, ENGINEER will prepare and deliver to OWNER a tentative Certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have seven days after receipt of the tentative certificate during which OWNER may make written objection to ENGINEER as to any provisions of the certificate or attached list. If, after

considering such objections, ENGINEER concludes that the Work is not substantially complete, ENGINEER will within fourteen days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating their reasons therefor. If, after consideration of OWNER's objections, ENGINEER considers the Work substantially complete, ENGINEER will within said fourteen days execute and deliver to OWNER and CONTRACTOR a definitive Certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as ENGINEER believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative Certificate of Substantial Completion ENGINEER will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities and insurance. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform ENGINEER prior to their issuing the definitive Certificate of Substantial Completion ENGINEER's aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

- C. OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

14.6 Not used.

14.7 Final Inspection:

- A. Upon written notice from CONTRACTOR that the Work is complete, ENGINEER will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

14.8 Final Application for Payment:

- A. After CONTRACTOR has completed all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked up record documents, and other documents - all as required by the Contract Documents, and after ENGINEER has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.10) CONTRACTOR may make application for final payment following the procedures for progress payments. All prior progress payments shall be subject to review and correction by the ENGINEER and appropriate adjustments made as part of the final application procedure. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents and such other data and schedules as ENGINEER may reasonably require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the

Work. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full; an affidavit of CONTRACTOR that the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or their property might in any way be responsible, have been paid or otherwise satisfied; and consent of the Surety, if any, to final payment. If any Subcontractor, manufacturer, fabricator, supplier or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a Bond or other collateral satisfactory to OWNER to indemnify OWNER against any Lien.

14.9 Final Payment and Acceptance:

- A. If, on the basis of ENGINEER's observation of the Work during construction and final inspection and ENGINEER's review of the final Application for Payment and accompanying documentation - all as required by the Contract Documents, ENGINEER is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of their obligations under the Contract Documents, ENGINEER will, within ten days after receipt of the final Application for Payment, indicate in writing their recommendation of payment and present the application to OWNER for payment. Thereupon ENGINEER will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of Paragraph 14.11. Otherwise, ENGINEER will return the application to CONTRACTOR indicating in writing the reasons for refusing to recommend final payment in which case CONTRACTOR shall make the necessary corrections and resubmit the application. If the application and accompanying documentation are appropriate as to form and substance, OWNER shall, within thirty days after receipt thereof, pay CONTRACTOR the amount recommended by ENGINEER.
- B. If, through no fault of CONTRACTOR, final completion is materially delayed and if ENGINEER so confirms, OWNER shall, upon receipt of CONTRACTOR's final Application for Payment and recommendation of ENGINEER, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by OWNER for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in Paragraph 5.1, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with their application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

14.10 CONTRACTOR's Continuing Obligation:

- A. CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of

Substantial Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor the issuance of a notice of acceptability by ENGINEER pursuant to Paragraph 14.9, nor any correction of defective Work by OWNER shall constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

14.11 Waiver of Claims:

A. The making and acceptance of final payment shall constitute:

1. A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.7.A or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however it shall not constitute a waiver by the OWNER of any rights in respect of CONTRACTOR's continuing obligations under the Contract Documents; and
2. A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.1 OWNER May Suspend Work:

- ##### A. OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which shall fix the date on which Work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

15.2 Owner May Terminate:

A. Upon the occurrence of any one or more of the following events:

1. If CONTRACTOR is adjudged bankrupt or insolvent,
2. If CONTRACTOR makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR's property,

4. If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
 5. If CONTRACTOR repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
 6. If CONTRACTOR repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
 7. If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
 8. If CONTRACTOR disregards the authority of ENGINEER, or
 9. If CONTRACTOR otherwise violates in any substantial way any provisions of the Contract Documents, OWNER may after giving CONTRACTOR and their Surety seven (7) days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site, incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER shall be verified by ENGINEER and incorporated in a Change Order, but in finishing the Work OWNER shall not be required to obtain the lowest figure for the Work performed.
- B. Where CONTRACTOR's services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.
- C. Upon seven (7) days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Work and terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):
1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sum of overhead and profit on such work;
 2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the

Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
4. For reasonable expenses directly attributable to termination. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

15.3 CONTRACTOR May Stop Work or Terminate:

- A. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty days after it is submitted, or OWNER fails for thirty days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and ENGINEER, and provided that OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment for all Work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to OWNER and ENGINEER stop the Work until payment of all amounts then due. The provision of this paragraph shall not relieve CONTRACTOR of their obligations under Paragraph 6.14 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with OWNER.

ARTICLE 16 - DISPUTE RESOLUTION

16.1 Unless otherwise provided in the Supplementary Conditions, all claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof, except for claims which have been waived by the making or acceptance of final payment as provided by Paragraph 14.11, shall be decided by the courts of the jurisdiction in which the Project is located.

16.2 In the case of any dispute that is required to be referred to ENGINEER initially for decision in accordance with Paragraph 9.6, no legal proceeding shall be instituted prior to the earlier of either (a) the date on which ENGINEER has rendered a decision, or (b) the tenth day after the parties have presented their evidence to ENGINEER; and no proceeding with respect to such dispute shall be commenced later than thirty days after the date on which ENGINEER has rendered a written decision in respect thereof.

ARTICLE 17 - MISCELLANEOUS

17.1 Giving Notice:

- A. Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known for whom the notice is intended.

17.2 Computation of Time:

- A. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

17.3 General:

- A. Should OWNER or CONTRACTOR suffer injury or damage to their person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- B. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR, by Paragraphs 6.15, 13.1, 13.6, 13.9, 14.3 and 15.2 and all of the rights and remedies available to OWNER and ENGINEER thereunder, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract except as to paragraph 16.2, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this Paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of this Agreement.

+ + END OF SECTION + +

SECTION J

SUPPLEMENTARY CONDITIONS

(These Supplementary Conditions amend or supplement the General Conditions and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.)

TABLE OF ARTICLES

SC-1	Definitions
SC-4	Availability of Lands; Physical Conditions; Reference Points
SC-5	Bonds and Insurance
SC-6	CONTRACTOR's Responsibilities
SC-7	Location of Existing Utilities
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SC-9	ENGINEER's Status During Construction
SC-14	Notification of Interim Connections and Substantial Completion
SC-18	Statutory and Special Requirements and Provisions
SC-20	Dispute Resolution

ARTICLE SC-1 - DEFINITIONS

SC1.1 The terms used in these Supplementary Conditions which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

ARTICLE SC-4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS

SC4.2 Physical Conditions - Subsurface Investigations and Reports:

A. Subsurface Data: The following paragraphs provide information on subsurface investigations and reports used in the design of the Project:

1. No subsurface investigations data are available for this project.

B. Permits: No Permits are required to complete this work.

C. Location of the Existing Utilities, Structures, Lines and Grades.

1. The CONTRACTOR shall be responsible for establishing all control elevations, location and elevation of existing structures and utilities, construction stake-out of all proposed work and all other detailed surveys necessary for Project construction.

ARTICLE SC-5 - BONDS AND INSURANCE

SC5. 1 Performance, Payment and Other Bonds:

A. Add following new paragraphs immediately after Paragraph 5.1.B of the General Conditions:

- "1. Special Guarantee Bonds: Except as provided in Paragraph 5.10, whenever a special guarantee is required by the Specifications or any other Contract Document to be given by the CONTRACTOR, Subcontractor, installer, manufacturer, or any other person, such person shall furnish a Bond to OWNER. Such Bond is to be issued by a corporate surety, for the period of the guarantee, which shall commence on the date of final acceptance of the Work, product, material, etc. Such Bond or the guarantee from which it arises shall provide for replacement or repair of the defective work, product, material, etc., promptly upon notification of the existence of said defect. Unless otherwise required by the Specifications this requirement for a Bond shall be automatically waived where the guarantee is being furnished by a manufacturer of equipment regularly doing business in interstate commerce.
2. Performance Bond and Payment Bond shall be in accordance with the forms included with the Agreement."

SC5.2 CONTRACTOR's Liability Insurance:

- A. The limits of liability for the insurance required by Paragraph 5.2 of the General Conditions shall provide coverage for not less than the following amounts, or greater where required by law:

Prior to commencing the Work, CONTRACTOR shall procure, and thereafter maintain, at its own expense, until final acceptance of the Work, or later as required by the terms of the Contract:

1. For Workers' Compensation, etc. under Paragraphs 5.2.A.1 and 5.2.A.2 of the General Conditions:
 - a. Applicable Federal or State: Statutory
 - b. Employer's Liability: \$1,000,000
2. For Comprehensive General Liability under Paragraphs 5.2.A.3 through 5.2.A.5 and Paragraph 5.2.A.7 of the General Conditions (including Premises-Operations, Independent Contractor's Protection, Products and Completed Operations, Broad Form Property Damage, and Contractual Liability):
 - a. \$1,000,000 each occurrence (Bodily Injury and Property Damage) with \$5,000,000 General Aggregate per Project

The OWNER, the Village of Bronxville, along with their respective officers, agents and employees and the ENGINEER shall be named as additional Insured for Ongoing Operations and Products/Completed Operations (Form CG2010 10/11 and CG2037 10/0 1) or its equivalent,

on a primary noncontributory basis with respect to the additional insured. The General Liability Policy must contain a per project aggregate. To the fullest extent permitted by applicable State law, a Waiver of Subrogation clause in favor of the OWNER, Village of Bronxville and the ENGINEER, and their respective officers, agents, and employees with respect to this project must be in place during the policy term.

A 30-day cancellation provision in the event of cancellation or material change in policy coverage shall be endorsed to the policy for the OWNER, the Village of Bronxville and the ENGINEER.

3. For Comprehensive Automobile Liability under Paragraph 5.2.A.6 of the General Conditions:

- a. \$500,000 per person/\$1,000,000 Bodily Injury per Accident
- b. \$1,000,000 Property Damage per Accident
- c. OWNER, the Village of Bronxville as Additional Insureds.

4. CONTRACTOR shall provide Blanket Excess Liability Coverage in the amounts of \$5,000,000 each occurrence and \$5,000,000 aggregate over General Liability, Commercial Automobile and Employers Liability. The OWNER, the Village of Bronxville and the ENGINEER shall be named as Additional Insured.

5. New York State Disability Statutory Limit DB120 From required.

Prior to the commencement of Work on any individual project, a Certificate of Insurance and the Additional Insured Endorsements are required. Copies of Insurance Policies shall promptly be made available to the Village of Bronxville upon request.

SC5.11 General Information on Bonds and Insurance Requirements:

A. Add following new paragraphs to end of Article 5 of the General Conditions:

- "1. Policies of insurance maintained by the OWNER or CONTRACTOR with respect to the Work on this Project shall be issued by a responsible insurance company or companies, duly qualified to do business in the State of New York, and shall be subject to approval of the OWNER as to financial security and stability. Such policies of insurance shall be nonassessable and shall be written in the name of and for the benefit of the OWNER, CONTRACTOR, and Subcontractors as their respective interests may appear.
- 2. The required insurance coverages include the legal liability of the CONTRACTOR for loss or damage to property of the OWNER, and for indemnification of the OWNER, and the ENGINEER, and their representatives, agents and servants.

3. The CONTRACTOR shall not commence or proceed to work under this Contract until they have obtained all required insurance and until he shall have filed the Certificates of Insurance with the OWNER.
4. In the event that claims in excess of the amounts provided by insurance are filed by reason of any operations under the Agreement, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the CONTRACTOR, until such time as the CONTRACTOR shall furnish such additional security covering such claims as may be determined by the OWNER.
5. OWNER shall be named as an additional insured on each policy and the CONTRACTOR's insurers must have an A+ Operating financial rating as listed in Best's Key Rating Guide, latest edition.
6. CONTRACTOR expressly understands and agrees that any insurance protection required by these conditions shall in no way limit the CONTRACTOR's obligations created hereunder and shall not be construed to relieve the CONTRACTOR of any liability in excess of such coverage, nor shall it preclude the OWNER from taking any actions as are available to it under any provision of any agreement between the OWNER and the CONTRACTOR or otherwise available under the law.
7. CONTRACTOR shall also secure and maintain in force during the time required by the insured, the various insurances required by the State of New York, County of Westchester, and other governing and regulatory agencies.
8. If OWNER has any objections to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR in accordance with Paragraphs 5.2, 5.3 and 5.5.A of the General Conditions on the basis of its not complying with the Contract Documents, OWNER will notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER in accordance with Paragraph 2.1 .B of the General Conditions. If CONTRACTOR has any objections to the coverage afforded by or other provisions of the policies of insurance required to be purchased and maintained by OWNER in accordance with Paragraph 5.5.B of the General Conditions on the basis of it not complying with the Contract Documents, CONTRACTOR will notify OWNER in writing thereof within ten days of the date of delivery of such certificates to CONTRACTOR in accordance with Paragraph 2.1 .B of the General Conditions. OWNER and CONTRACTOR will each provide to the other such additional information in respect of insurance provided by him as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents."

ARTICLE SC-6 - CONTRACTOR'S RESPONSIBILITIES

SC6.2 Labor, Materials and Equipment:

- A. Add following new paragraphs immediately after Paragraph 6.2.D. of the General Conditions:

1. During freezing, stormy or inclement weather, no Work shall be done except such as can be done satisfactorily as determined by the ENGINEER and in a manner to secure first-class workmanship throughout.
2. The CONTRACTOR shall furnish sufficient forces, materials and equipment, and shall work such hours, including night shift and overtime operations, as necessary, to ensure the prosecution of the Work in accordance with the then current construction schedule. If, in the opinion of the ENGINEER, the CONTRACTOR falls behind in meeting the schedule as presented in the update, the CONTRACTOR shall take such steps as may be necessary to improve their progress, and the ENGINEER may require him to increase the hours of Work, the number of shifts, overtime operations and the amount of construction materials and equipment without additional cost to the OWNER; however, the hours of work shall be limited to Monday through Friday between the hours of 7:30 a.m. and 4:00 p.m., excluding legal holidays, unless approval is granted by the ENGINEER to work additional hours.
3. All Work required by the CONTRACTOR to connect into water, sewer and existing stormwater utilities shall be performed in accordance with all applicable local, County and State laws, rules and regulations."

SC6.3 Substitutions:

- A. Add the following new paragraph immediately after Paragraph 6.3.A.2 of the General Conditions:

"3. The charges of the ENGINEER and its consultants shall be reimbursed to the OWNER as part of each progress payment, as applicable."

SC6.8 Taxes:

- A. Add a new Paragraph immediately after Paragraph 6.8.A of the General Conditions, which is to read as follows:

"B. OWNER is exempt for payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials to be incorporated into the Work.

1. OWNER will furnish the required certificates of tax exemption to CONTRACTOR for use in the purchase of supplies and materials to be incorporated into the Work.
2. OWNER's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by CONTRACTOR, or to supplies or materials not incorporated into the Work."

SC6. 11 Safety and Protection:

A. Add following new paragraphs immediately after Paragraph 6.1 1.C of the General Conditions:

D. The CONTRACTOR shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54), as amended.

E. The attention of the CONTRACTOR is directed to the provisions of Section 4(b)(4) of the Occupational Safety and Health Act of 1970, as follows: 'Nothing in this Act shall be construed to supersede or in any manner affect any workers' compensation law or to enlarge or diminish or affect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.'

F. Hazard Communication Programs: CONTRACTOR shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with all laws, ordinances, rules, regulations and orders of any public body. CONTRACTOR shall provide a centralized location for the maintenance of the material safety data sheets or other hazard communication information required to be made available by any employer on the site. Location of the material safety data sheets or other hazard communication information shall be readily accessible to the employees of any employer on the site. Each subcontractor or employer shall furnish to the CONTRACTOR any material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the site in accordance with all laws, ordinances, rules, regulations and orders of any public body.

G. In addition to the safety and protection responsibilities of Section 6.11 of the General Conditions, the CONTRACTOR shall utilize OSHA Approved Confined Space Entry procedures throughout the Work. Caution shall be exercised by the CONTRACTOR relative to oxygen deficiency, and the collection and accumulation of hazardous and toxic gases which may be present in sewers and appurtenant structures. The CONTRACTOR shall take required precautions for the detection of oxygen deficiency and toxic and hazardous gases, and shall provide the necessary safety apparatus in good working order, if and when oxygen deficiency and/or hazardous and toxic gases are encountered in the Work."

SC6.16 Notification of Utilities and Other Owners:

A. Add following new paragraphs to end of Article 6 of the General Conditions:

1. The CONTRACTOR shall be required to fully inform himself concerning the location of public or private facilities and structures on, under, or over the

Project, which may interfere with their operations, and it shall be assumed that CONTRACTOR has prepared their Bid and entered into the Contract in full understanding of the conditions to be encountered, and their responsibilities in connection therewith. From investigations and field surveys, the locations of such facilities and structures as have been brought to the attention of the ENGINEER are indicated on the Drawings, but the locations of storm drains, water, electric, gas, sewer, telephone lines, cable television service, fuel storage tanks, fuel lines, etc., and the nature of materials are not guaranteed. The indication on the Drawings of such facilities shall not be assumed to relieve the CONTRACTOR of any responsibility with respect thereto; neither shall the OWNER or ENGINEER be held responsible for any omission or failure to give notice to the CONTRACTOR of any other facility or structure on, under, or over the Project, or the presence of rock or other unsuitable material.

2. The CONTRACTOR shall notify all utilities that he will be making an excavation prior to the start of such work.

ARTICLE SC-7 - LOCATION OF EXISTING UTILITIES

The location of known existing utilities as shown on the Plans, such as waterlines, storm drains, sewers and utility lines, have been located in accordance with the available information from respective utility owners. The OWNER and/or ENGINEER do not guarantee the completeness or the correctness of the data. The CONTRACTOR shall verify these locations and in no way shall the CONTRACTOR hold the OWNER and/or ENGINEER responsible for utilities which may not be located as shown on or which may have been omitted from the Drawings. The CONTRACTOR shall take all necessary precautions to protect services and mains, and any damage to them shall be repaired immediately at the CONTRACTOR's expense. Where new construction crosses existing utilities, CONTRACTOR shall verify and/or determine location and elevation of same prior to the beginning of construction.

ARTICLE SC-8 - NOTIFICATION OF BROKEN PIPE

In the case of a gas, water, sewer, drain, conduit, electric line or other pipe becoming broken or damaged in the prosecution of the Work, the CONTRACTOR shall give immediate verbal and WRITTEN NOTICE to the ENGINEER, proper authorities and utility owners' representatives and shall be responsible for any damage to persons or property caused by such breaks. Failure to give prompt notice to the authorities and utility owners' representatives shall make the CONTRACTOR responsible for any resultant loss of water, gas or electricity.

ARTICLE SC-9 - ENGINEER'S STATUS DURING CONSTRUCTION

SC 9.5 Project Representation:

- A. Add a new Paragraph immediately after Paragraph 9.5.A, which is to read as follows:

B. Resident Project Representative(s) (RPR) is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with OWNER and ENGINEER regarding RPR's actions. RPR's dealings in matters pertaining to the on-site Work shall in general be with OWNER, ENGINEER and CONTRACTOR keeping them advised as necessary. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. RPR shall generally communicate with OWNER with the knowledge of and under the direction of ENGINEER.

1. Duties and Responsibilities of RPR:

- a. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals and schedule of values prepared by CONTRACTOR and consult with OWNER and ENGINEER concerning acceptability.
- b. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project- related meetings, and prepare and circulate copies of minutes thereof.
- c. Liaison:
 - 1) Serve as OWNER's and ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR.
 - 2) Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
 - 3) The coordination and monitoring provided by the Resident Project Representative will extend to the OWNER, the ENGINEER, and regulatory agencies.
 - 4) All requests, submittals, approvals and coordination shall be handled by the Resident Project Representative.
- d. Shop Drawings and Samples:
 - 1) Record date of receipt of Shop Drawings and Samples, which are received at the site.
 - 2) Receive Samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of Samples for examination.
 - 3) Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by ENGINEER.
- e. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - 1) Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - 2) Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to

the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

3) Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.

4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.

- f. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- g. Modifications: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
- h. Records:
 - 1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, and reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Agreement, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - 2) Keep a record, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions on Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to ENGINEER. Record names, addresses and telephone numbers of all CONTRACTORS, Subcontractors and major suppliers of materials and equipment.
- i. Reports:
 - 1) Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - 2) Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.

- 3) Draft proposed Change Orders, obtaining backup material from CONTRACTOR and recommend to OWNER and ENGINEER Change Orders and Field Orders.
- 4) Report immediately to ENGINEER and OWNER upon the occurrence of any accident.
- j. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and submit recommendations to OWNER and ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.
- k. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.
 - l. Completion:
 - 1) Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
 - 2) Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
 - 3) Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
 2. Limitations of Authority of RPR: RPR shall not:
 - a. Authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
 - b. Exceed limitations of OWNER's and ENGINEER's authority as set forth in the Agreement or the Contract Documents.
 - c. Undertake any of the responsibilities of CONTRACTOR, Subcontractors or CONTRACTOR's superintendent.
 - d. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - e. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
 - f. Accept Shop Drawing or Sample submittals from anyone other than CONTRACTOR.

- g. Authorize OWNER to occupy the Project in whole or in part without agreement with CONTRACTOR.
- h. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER."

ARTICLE SC-14 - NOTIFICATION OF INTERIM CONNECTIONS AND SUBSTANTIAL COMPLETION

SC14.5 The CONTRACTOR shall notify the ENGINEER of the following:

- A. At least two weeks prior to their expected date of Substantial Completion CONTRACTOR shall notify ENGINEER in writing of this anticipated date.

ARTICLE SC-18 - STATUTORY AND SPECIAL REQUIREMENTS AND PROVISIONS

SC1 8.1 General:

- A. This Article contains portions of certain laws and regulations which, by provision of law, ordinance, rule or regulation, are required to be included in the Contract Documents. The CONTRACTOR is obligated to comply with all laws, ordinances, rules and regulations applicable to the Work as set forth in Paragraph 6.7.A of the General Conditions.

SC-18.5 Payments to Subcontractors:

- A. In accordance with New York State General Municipal Law, Section 106-b, CONTRACTOR shall:
 - 1. Within fifteen calendar days of the receipt of any payment from the OWNER, the CONTRACTOR shall pay each of their Subcontractors and materialman the proceeds from the payment representing the value of the work performed and/or materials furnished by the Subcontractor and/or materialman and reflecting the percentage of the Subcontractor's work completed or the materialman's material supplied in the requisition approved by the OWNER and based upon the actual value of the subcontract or purchase order less an amount necessary to satisfy any claims, liens or judgments against the Subcontractor or materialman which have not been suitably charged and less any retained amount as hereafter described. The CONTRACTOR shall retain not more than five percent of each payment to the Subcontractor and/or materialman except that the CONTRACTOR may retain in excess of five percent but not more than ten percent of each payment of the Subcontractor provided that prior to entering into a subcontract with the CONTRACTOR, the Subcontractor is unable or unwilling to provide a Performance Bond and a Labor and Material bond both in the full amount of the subcontract at the request of the CONTRACTOR. However, the CONTRACTOR shall retain nothing from those payments representing proceeds owed the Subcontractor and/or Materialman from OWNER's payments to the CONTRACTOR for the

remaining amounts of the contract balance after the work or portions thereof are substantially complete. Within fifteen calendar days of the receipt of payment from the CONTRACTOR, the Subcontractor and/or materialman shall pay each of their Subcontractors and materialman in the same manner as the CONTRACTOR has paid the Subcontractor. Nothing provided herein shall create any obligation on the part of the OWNER to pay or to see the payment of any moneys to any Subcontractor or Materialman from the CONTRACTOR nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed, between the Subcontractor or materialman and the OWNER.

SC 18.6 Prevailing Rate Schedule:

- A. The labor on this Contract shall be performed in accordance with the requirements of Article 8 (Sections 220-223) of the New York State Labor Law. The supplements to be provided and wages to be paid to workers, laborers, and mechanics employed on this Contract, determined pursuant to Section 220 of the Labor Law, are set forth in the schedules attached to and part of the Contract Documents.
- B. CONTRACTOR shall note that the wage and supplemental benefits shown in the attached schedules are subject to change. The wage rates and supplemental benefits to be paid and provided shall be those prevailing at the time the Contract is being performed.
- C. Bidder shall comply with the Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs and the Wage Rate Requirements as expressly incorporated herein in the Contract Documents by reference.

SC - 20 DISPUTE RESOLUTION
SC 20.1 Mediation

- A. Claims, disputes or other matters in controversy arising out of or related to the Contract except those waived as expressly provided in the Contract Documents shall be subject to mediation as a condition precedent to binding dispute resolution.
- B. The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by

agreement of the parties or court order. If an arbitration is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

- C. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Westchester County, New York, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

SC 20.2 Arbitration

- A. Any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing the notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.
- B. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.
- C. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- D. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

++END OF SECTION++

SECTION K
SPECIAL NOTICE

**MINORITY AND WOMEN'S BUSINESS ENTERPRISES/EQUAL EMPLOYMENT
OPPORTUNITY STATE REVOLVING FUND**

The Contractor agrees to make documented "good faith efforts" to utilize at least 12% Minority Business Enterprise(s) and least 5% Women's Business Enterprise(s) for the combined Federal and State Funded portions of the Project. The established MBE/WBE-EEO goals shall be in conformance with NYS Executive Law, Article 15-A. Failure to attain these objectives or demonstrate positive good faith efforts to do so may lead to appropriate actions by the Village of Bronxville.

Within ten working days of the award of a prime contract, the Contractor shall submit to the Village of Bronxville an MBE/WBE-EEO Utilization Plan with a detailed description of each of the subcontract services to be provided by NYS Certified MBEs/WBEs as well as an estimated dollar amount of each subcontract.

The Village of Bronxville shall review and approve the Prime Contractor's Utilization Plan within ten working days after receipt of such plan if it clearly delineates methods to achieve the established MBE/WBE goals.

Failure by the Contractor to submit and receive approval from the Village of Bronxville of the MBE/WBE Utilization Plan prior to the first request for payment may result in the withholding of progress payments to the Contractor by the Village of Bronxville. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the completion of the project within the specified contract time and any construction sequence requirements of the contract.

Within thirty days of approval of the Contractor's MBE/WBE Utilization Plan by the Village of Bronxville, the Contractor shall submit copies of legally signed MBE/WBE subcontracts (fully executed) and/or legally signed purchase orders to the Village of Bronxville. These subcontracts and/or purchase orders must include the following information:

1. Actual Dollar Amount;
2. Job Description;
3. Signatures of Both Parties (Prime & MBE/WBE); and
4. Date of Execution

Note: Purchase orders must be accompanied by copies of both sides of legally signed and cancelled checks.

The Contractor is advised that failure to submit the referenced MBE/WBE support documentation within the time stipulated may be grounds for the withholding of progress payments by the Village of Bronxville. Such withholding of progress payments shall not relieve the Contractor of any requirements of the contract documents including the

completion of the project within the specified contract time and any construction sequence requirement of the contract.

SUPPLY POLICY

Contractors shall receive credit for the use of MBE/WBE suppliers as follows:

Suppliers receive 25 percent credit if they only provide supplies, and do not manufacture or fabricate them. Suppliers receive 100 percent credit for items they supply that they also manufacture or fabricate.

A “supplier” is a business that distributes materials or equipment, and which provides a commercially useful function when such activity is traditional in the industry producing the material or equipment that is supplied.

“Commercially useful functions” normally include:

- 1) providing technical assistance to a purchaser prior to a purchase, during installation, and after the supplies or equipment are placed in service;
- 2) manufacturing or being the first tier below the manufacturer of supplies or equipment; or
- 3) providing functions other than just accepting and referring requests for supplies or equipment to another party for direct shipment to a contractor.

Haulers receive 100 percent credit if they provide the material that is hauled.

NOTE: For those contracts in which an extraordinary proportion of the contract price is for equipment or supplies; the contractor may propose a lower project goal than otherwise would be required, or request the applicant/recipient to increase the twenty-five percent (25%) limit for supplies, or a combination of the two.

Only NYS Certified Minority/Women Business Enterprises may be utilized for MBE/WBE Program crediting purposes. Contractors must ensure that firms proposed for MBE/WBE participation are NYS Certified with the New York Empire State Development Corporation, Omni Management Plaza, located at 30 South Pearl Street, Albany, New York. Please be advised that there is no fast tracking system under the NYS MBE/WBE Certification Program for approving firms wishing to participate as MBEs/WBEs under New York State agency programs.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor agrees to take affirmative action to utilize at least 10% minority employees and at least 10% female employees in the workforce(s) associated with the Construction and or service Contract. The established EEO goals shall be attained in conformance with NYS Executive Law, Article 15-A.

SECTION L
STATEMENT OF BIDDER'S QUALIFICATIONS

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be verified before a notary public. If necessary, questions may be answered on separate attached sheets. The bidder may submit any additional information it desires.

1. Name of bidder.
2. Trade name or doing business as (if applicable).
3. Employer identification number.
4. Permanent main office address.
5. When organized.
6. If a corporation, where incorporated.
7. Has any of the identifying information (e.g. employer identification number, name, d/b/a or trade name, etc.) used by your business changed within the last five years? If yes, list previous names.
8. How many years have you been engaged in business under your present firm or trade name?
9. Have you ever failed to complete delivery on any municipal purchase awarded to you? If so, where and why?
10. List the names of your employees who are assigned to repair or warranty work on the type of equipment which you have bid, the number of years of their employment with your company, and the total years of experience each of them has had pertaining to this type of equipment.
11. Where will the warranty work be performed?
12. List the municipal contracts completed by you during the past three (3) years.
13. List the background and experience of principal members of your organization, including the officers.
14. Give bank reference(s).
15. Has your company filed for bankruptcy protection during the past six (6) years? If

so, describe status of proceeding, type of proceeding, whether the same has been closed, name of attorney representing your company during those proceedings, and any other information that may be helpful to the Village of Bronxville in determining the qualifications of your company to perform the contract which you have bid.

16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Village of Bronxville?

17. Within the past two years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process received any agency complaints or reports of contract deviation for contract performance issues arising out of a contract with any federal, state or local agency?

18. Within the past five years, has your firm, any affiliate, any owner or officer or major stockholder (5% or more shares) or any person involved in the bidding or contracting process been the subject of any of the following: (A "yes" answer to any question requires a written explanation signed by an officer of the company)

- a. a judgment or conviction for any business-related conduct constituting a crime under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion?
- b. a criminal investigation or indictment for any business-related conduct constituting a crime under local, state or federal law, including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing or bid collusion?
- c. an unsatisfied judgment, injunction or lien obtained by a government agency, including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any government agency?
- d. an investigation for a civil violation by any local, state or federal agency?
- e. a grant of immunity for any business-related conduct constituting a crime under local, state or federal law, including, but not limited to, fraud, bribery, racketeering, price-fixing or bid collusion?
- f. a local, state or federal suspension, debarment or termination from the contract process?
- g. a local, state or federal contract suspension or termination for cause prior to the completion of the term of contract?
- h. a local, state or federal denial of award for non-responsibility?
- i. an agreement to voluntary exclusion from bidding/contracting?

- j. an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal contract?
 - k. a State Labor Law violation deemed willful?
 - l. a firm-related bankruptcy proceeding?
 - m. a sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?
 - n. a denial, decertification, revocation or forfeiture of Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise status?
 - o. a rejection of a low bid on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract?
 - p. a federal, state or local government enforcement determination involving a violation of federal, state or local government laws?
 - q. an Occupational Safety and Health Act citation and Notification of Penalty containing a violation classified as serious or willful?
 - r. a rejection of a bid on a New York contract for failure to comply with the MacBride Fair Employment Principles?
 - s. a citation, notice, violation order, pending administrative hearing or proceeding, or determination for violations of:
 - i. federal, state or local health laws, rules or regulations;
 - ii. unemployment insurance or workers' compensation coverage or claim requirements;
 - iii. ERISA (Employee Retirement Income Security Act);
 - iv. federal, state or local human rights laws;
 - v. federal or state security laws;
 - vi. federal INS and Alienage laws;
 - vii. Sherman Act or other federal anti-trust laws?
19. Within the past two years, have there been any complaints made by any government agency?

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Village of Bronxville in verification of the recitals comprising this Statement of Bidder's Qualifications.

Certification:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the Village of Bronxville in making a determination regarding the award of a contract; acknowledges that the Village of Bronxville may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law § 210.40, or a misdemeanor under Penal Law § 210.35, or section § 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. § 1001; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

Dated this _____ day of _____, 2022

Entity: _____

By: _____

Title: _____

State of New York)
) ss.:
County of _____)

_____, being duly sworn, deposes and says that [he/she] is [name of Title] of the above entity, and that the answers to the foregoing questions and all statements therein contained are complete, true and correct.

Signature

Subscribed and sworn to me this _____ day of _____, 202____

Notary Public
My Commission Expires:

BIDDER'S QUALIFICATION STATEMENT

(Completion of this statement is required in advance of consideration for award of Contract.)

SUBMITTED TO:

The Village of Bronxville
200 Pondfield Road
Bronxville, New York 10708

SUBMITTED FOR:

Village of Bronxville

Pondfield Road & Midland Avenue, Pondfield Road & Gramatan Avenue
Intersection and Pedestrian Improvements
Contract VA-2022-01

SUBMITTED

BY: Name:

(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual/A Joint Venture
[Bidder to strike out inapplicable terms.])

Address: _____

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter.

(Note: Attach separate sheets as required.)

10 How many years has your organization been in business as a general contractor?

- 30 Do you plan to subcontract any part of this project?___ If so, give details.
- 4.0 Has any construction contract to which you have been a party been terminated by the owner; have you ever terminated work on a project prior to its completion for any reason; has any surety which issued a performance bond on your behalf ever completed the work in its own name or financed such completion on your behalf; has any surety expended any monies in connection with a contract for which they furnished a bond on your behalf? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 5.0 Has any officer, partner, member or manager of your organization ever been an officer, partner, member or manager of another organization that had any construction contract terminated by the owner; terminated work on a project prior to its completion for any reason; had any surety which issued a performance bond complete the work in its own name or financed such completion; or had any surety expend any monies in connection with a contract for which they furnished a bond? If the answer to any portion of this question is "yes", please furnish details of all such occurrences including name of owner, architect or engineer, and surety, and name and date of project.
- 6.0 List name of project, owner, architect or engineer, contract amount, percent complete and scheduled completion of the major construction projects your organization has in process on this date.
- 7.0 List name of project, owner, architect or engineer, contract amount, date of completion and percent of work with own forces of the major projects of the same general nature as this project which your organization has completed in the past five years.

- 8.0 List name, address and telephone number of a reference for each project listed under Items 6.0 and 7.0, above.
- 9.0 List names and construction experience of the principal individuals of your organization.
- 10.0 List the states and categories of construction in which your organization is legally qualified to do business.
- 11.0 List name, address and telephone number of an individual who represents each of the following and whom OWNER may contact for a financial reference:
- 11.1 One surety:
- 11.2 Two banks:
- 11.3 Three major material suppliers:
- 12.0 Attach a financial statement, prepared on an accrual basis, in a form which clearly indicates assets, liabilities and net worth.
- 12.1 Date of financial statement: _____
- 12.2 Name of firm preparing statement: _____

13.0 Dated at _____ this _____
day of _____, 20 ____.

(Print or Type Name of Bidder)

By _____

(Title)

(Seal, if corporation)

------(Affidavit for Individual) -----

_____ being duly sworn, deposes and says that:

a) the financial statement, taken from Bidder's books, is a true and accurate statement of their financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Partnership) -----

_____ being duly sworn, deposes and says that:

- a) he/she is a member of the partnership of ;
- b) he/she is familiar with the books of said partnership showing its financial condition; c) the financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for Corporation) -----

_____ being duly sworn, deposes and says that:

- a) he/she is _____ of
(Full Name of Corporation)
- b) he/she is familiar with the books of said corporation showing its financial condition; c) the financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

----- (Affidavit for a Limited Liability Company) -----

_____ being duly sworn, deposes and says that:

- a) he/she is of ;
(Full Name of Limited Liability Company)
- b) he/she is familiar with the books of said Limited Liability Company showing its financial condition; c) the financial statement, taken from the books of said Limited Liability Company, is a true and accurate statement of the financial condition of said Limited Liability Company as of the date thereof; and d) that all of the foregoing qualification information is true, complete, and accurate.

-----Acknowledgment-----

_____ being duly sworn, deposes and
says

that he/she is _____ of _____
(Name of Bidder)

that he/she is duly authorized to make the foregoing affidavit and that he/she makes it
on behalf of

() himself/herself; () said partnership; () said corporation; () said limited liability
company

Sworn to before me this _____ day of _____ 20____ ,
in the County of _____ State of _____ .

(Notary Public)

My commission expires _____

(Seal)

SECTION L
CERTIFICATION REGARDING DEBARMENTS, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION

Project Name

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, State or local department or agency.
2. The undersigned also certifies that it and its principals:
 - (a) Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and
 - (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Contractor's Federal Tax Identification Number

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

SECTION M
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

(Insert Name, or Legal Title, of Bidder)

of _____
(Insert Address of Bidder)

as Principal, hereinafter called the Principal, and _____

(Insert Name, or Legal Title, of Surety)

of _____
(Insert Address of Surety)

a corporation duly organized under the laws of the State of _____

as Surety, hereinafter called the Surety, are firmly bound unto the Village of Bronxville, as Obligee, hereinafter called the Obligee, in the penal sum of _____

Dollars.

(Surety to Insert Amount)

For the payment of which sum well and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid for _____

(Insert Name of Work Bid Upon)

NOW, THEREFORE, if the Obligee shall accept the Bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such Bid, and provide such insurances as may be specified in the Bidding or Contract Documents, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety acceptable to the Obligee, or in the event of the failure of the Principal to enter such Contract and provide such insurances and give such Bond or Bonds, if the Principal shall pay to the Obligee the penal amount of this Bond, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extension of the time within which the Obligee may accept the Bid of the Principal and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, on this day of _____, 20____.

(Individual Principal)

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

(Partnership Principal)

By _____
(Firm's Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

(Corporate Principal)

By _____
(Corporation's Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(Corporate Seal)

Attest _____
(Secretary)

(Joint Venture Principal)

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

(Corporate Surety)

By _____
(Corporation's Name)

By _____
(Signature or Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact*)

(Corporate Seal)

Attest _____
(Secretary)

* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute on behalf of corporation.

SECTION M
CERTIFICATE OF SURETY

(To be submitted if a bank check is submitted as Bid security)

The undersigned hereby certifies that he/she is the duly authorized agent of

(Name of Surety)

duly authorized to do business in the State of New York, and agree to furnish to

(Name of Bidder)

the bond or bonds required by the Bid Documents for this contract if awarded to the bidder. The maximum amount that Surety will be surety for on each bond is:

(Name of Surety)

By: _____
(signature)

(name – printed)

(title)

(address)

SECTION M
PERFORMANCE BOND
INFORMATION FORM

City / Town / Village _____

County _____

Construction Contract Number _____

Name of Contract _____

Name of Contractor _____

Address of Contractor _____

Entity Issuing Performance Bond _____

Address of Entity _____

Bonding Agent _____

Address of Bonding Agent _____

Amount of Bid _____

Amount of Performance Bond _____

Duration of Bond _____

Bond Identification Number _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal (the "Principal"), and

(Name of Surety)

(Address of Surety)

a corporation organized and existing under laws of the _____ of

_____, hereinafter called Surety (the "Surety"), are held
and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER (the "OWNER"), as hereinafter set forth, in the full and just sum of ____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the OWNER, dated the _____ day of _____,
20_____, a copy of which is hereto attached and made a part hereof for the construction of:

and which is hereinafter referred to as the Contract.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract

by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the OWNER and all of its officers, agents and employees, from any and all costs and damages which the OWNER and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the OWNER any and all costs and expenses which the OWNER and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the OWNER, all defects which may develop during the period of one (1) year from the date of final payment and acceptance of said Contract by the OWNER of the Work to be performed under the Contract in accordance with the Contract Documents, which defects in the sole judgment of the OWNER or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

The Principal and the Surety specifically agree that costs and damages covered by this bond include liquidated damages and special damages including any and all fines or other penalties levied by regulatory agencies on the OWNER.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the OWNER of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the OWNER toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the OWNER as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Whenever Principal shall be, and declared by OWNER to be in default under the Contract, the OWNER having performed OWNER's obligations thereunder, the Surety may promptly remedy the default, or shall promptly: (a) complete the Contract in accordance with its terms and conditions; or (b) obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if the OWNER elects, upon determination by the OWNER and the Surety jointly of the lowest responsible Bidder, arrange for a contract between such Bidder and OWNER, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by OWNER to Principal under the Contract and any amendments thereto, less the amount properly paid by OWNER to Principal.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the OWNER named herein or the heirs, executors, administrators or successors of the OWNER.

In witness whereof, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20 __.

(Individual Principal)

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

(Partnership Principal)

By _____
(Firm's Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

(Corporate Principal)

By _____
(Corporation's Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(Corporate Seal)

Attest _____
(Secretary)

(Joint Venture Principal)

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

(Corporate / SPS Surety)

By _____
(Corporation's Name)

By _____
(Signature or Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact*)

(Corporate Seal)

Attest _____
(Secretary)

* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute on behalf of corporation.

SECTION N
LABOR AND MATERIAL PAYMENT BOND

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned, _____

(Name of Contractor)

(Address of Contractor)

a _____
(Corporation, Partnership, or Individual)

hereinafter called Principal (the "Principal"), and

(Name of Surety)

(Address of Surety)

a corporation organized and existing under laws of the _____ of

_____, hereinafter called Surety (the "Surety"), are held
and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER (the "OWNER"), as hereinafter set forth, in the full and just sum of ____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Agreement with the OWNER, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the construction of:

and which is hereinafter referred to as the Contract.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any Subcontractor of the Principal to whom any portion of the Work under the Contract shall be subcontracted, and if all assignees of the Principal and of any such Subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond shall be solely for the protection of claimants supplying labor or materials to the Principal or to any Subcontractor of the Principal in the prosecution of the Work covered by the Contract, including any amendment, extension or addition to the Contract. The term "claimant" when used herein, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials", when used herein, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Contract. The provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the building, Work or improvement contemplated by the Contract Documents and the Contract.

The Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, and who has not been paid therefor, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material, and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any Subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted in the appropriate court of Westchester County where the Contract is situated, and not elsewhere.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Contract, and/or any giving by the OWNER of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the OWNER toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the OWNER as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of

any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

The Principal and the Surety agree that no final settlement between the OWNER and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In witness whereof, this instrument is executed in _____ counterparts, each of which shall be deemed an original, this the _____ day of _____, 20 ____.

(Individual Principal)

By _____
(Individual's Signature)

(Printed or Typed Name of Individual)

Doing business as _____

(Partnership Principal)

By _____
(Firm's Name)

(Partner's Signature)

(Printed or Typed Name of Partner)

(Corporate Principal)

By _____
(Corporation's Name)

(State of Incorporation)

By _____
(Signature of Officer Authorized to Sign)

(Printed or Typed Name and Title of Officer Authorized to Sign)

(Corporate Seal)

Attest _____
(Secretary)

(Joint Venture Principal)

By _____
(Signature)

(Printed or Typed Name)

By _____
(Signature)

(Printed or Typed Name)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

(Corporate / SPS Surety)

By _____
(Corporation's Name)

By _____
(Signature or Officer or Attorney-in-Fact*)

(Printed or Typed Name and Title of Officer, or Name of Attorney-in-Fact*)

(Corporate Seal)

Attest _____
(Secretary)

* Attach certified and effective dated copy of power of attorney showing authority of attorney-in-fact to execute on behalf of corporation.

APPENDIX A

Contract No. VA-2022-01

**Pondfield Road / Midland Avenue and Pondfield Road / Gramatan Avenue
Intersection and Pedestrian Improvements
Village of Bronxville, Westchester County, NY**

SPECIAL NOTES

- 1. NYSDOT Standard Specifications**
- 2. NYSDOT Prevailing Wage Rates**
- 3. Right-of-Way**
- 4. Coordination with Utilities**
- 5. Maintaining Traffic Signal Equipment**
- 6. Curb Ramps and Sidewalks**
- 7. Pre-Construction Meeting**
- 8. Work Zone Traffic Control**

Special Note 1:
NYSDOT Standard Specifications

Except as modified herein, the current edition of the NYSDOT Standard Specifications, Construction and Materials (Section 100 and Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Invitation to Bid is advertised shall govern the work to be done. All work contemplated under this contract is to be covered by and in conformity with the current NYSDOT Standard Specifications (Sections 200-700) except as modified by the contract plans.

Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the Village of Bronxville or its authorized representative.

Special Note 2:
NYSDOL Prevailing Wage Rates

The Contractor will be aware that NYSDOL Prevailing Wage Rates must be paid to the Contractors' and Subcontractors' employees. The current rates at the time of work completion shall be paid. The applicable rates can be found online at the following web addresses:

NYSDOL Prevailing Wage Rates:

<https://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showlt>

The rates current as of the date of Advertisement have been included in this proposal for bidding purposes.

Special Note 3:
Right-of-way (ROW)

A. All work to be performed under this contract will be within the public Right-of-Way (ROW) in accordance with section 105-15 of the current NYSDOT Standard Specifications. The contractor is to assure himself that all work is being performed within the ROW, including but not limited to vehicle access; storage of equipment, materials, debris and waste; landscaping; vegetation removal and management; grading, seeding and the installation of turf; and the installation of any fences or protective barrier.

B. If contractor is unable to identify the limits of the Rights-of-Way when the contract calls for work in those vicinities, the contractor must contact the project engineer for

definitive boundary determinations before any work may be initiated at those locations (current NYSDOT Standard Specifications sections 105-10 and 625).

C. In accordance with section 107-13 of the standard specifications, releases for any non-essential contract work outside of the existing Rights-of-Way, including plantings, landscaping or driveway enhancement, will be provided by the project engineer and in no instance are to be secured by the contractor. The contractor shall not invade upon private properties, lands or buildings outside of the rights-of-way for any reason without first securing written permission from the property owner (current NYSDOT Standard Specifications sections 105-15, 107-13).

D. The contractor will be held liable for any damages done. Any such injuries or damages shall be satisfactorily repaired or items replaced at the contractor's expense (current NYSDOT Standard Specifications section 107-08 and 107-13).

Special Note 4: **Coordination with Utilities**

All known existing public and private utility lines within or adjacent to the site of the work are shown in their approximate locations on the contract plans. The Contractor is cautioned that these locations are not guaranteed, nor is there a guarantee that all such lines in existence have been shown on the plans.

The contractor shall conduct his operations as to prevent damage to such facilities. He shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage. Notification to the various owners of facilities shall be given in accordance with New York State Industrial Code 753 (effective February 5, 1997).

The contractor shall satisfy himself as to the exact location of utility lines and shall protect and support in a suitable manner at his own expense all underground utilities encountered in his excavating and trenching operations. The contractor shall make good any damage and consequential damages to those utilities caused by his operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the contractor, the work may be done by the respective owning companies and the cost thereof charged against the contractor.

Prior to the commencement of construction, the contractor shall meet with all the known public and private utility companies occupying the work site. The contractor shall, at this meeting, inform the utility companies of his schedule of operations and so coordinate his work with these companies.

The contractor specifically agrees that he has included in his unit prices and lump sum prices bid for the various items of the contract any additional cost of doing the work under this contract due to the fact that he may not have a clear site for the work and because of interference of roadway use by the utilities, and the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

All utility services will be maintained during construction. In the event the contractor damages an existing utility service, causing the interruption in said service, the contractor shall immediately commence work to restore service and may not cease work until the service is restored. All costs to repair or replace damaged utilities shall be at the expense of the contractor.

If the contractor does not make immediate necessary repairs, the respective owning companies or municipal forces may do the work, and the cost thereof charged against the contractor.

Special Note 5:
Maintaining Traffic Signal Equipment

The contractor shall maintain each existing traffic signal where contract work is proposed from the date and time that the actual work begins at the signal until the date and time that the signal work is accepted by the Village. In the case where there is no existing traffic signal, maintenance will begin at the turn-on date and time of the new signal and end when the new signal is accepted by the Village. Assumption of maintenance by the Village shall not relieve the contractor of responsibility for the correction of defects in material or workmanship provided by the contractor. The guarantee period for this item is covered under section 105-18, manufacturer warranties and guarantees, of the standard specifications.

Special Note 6:
Curb Ramps and Sidewalks

All work to be performed under this contract will be within the public right-of-way in accordance with Section 105-15 of the Standard Specifications.

Survey: The contractor shall be responsible for field verifying all elevations and dimensions to ensure that the final layout of sidewalks and curb ramps meet ADA requirements prior to pouring concrete or placing asphalt or pavers. The survey work necessary to meet these requirements shall be included in the cost of Item 625.01 - Survey Operations.

Limits of work: In areas where existing curb ramps are being replaced, the curb ramp, turning space, clear space, side flares, detectable warning units, and curb installation shall be paid for under item 608.01050405. Additional sidewalk necessary for transitioning to existing sidewalk, separate from the ramp shall also be paid under item 608.01050405.

Payment for saw cutting of the existing sidewalk shall be included under item 608.01050405. There shall be no additional payment for this work within the limits of these items.

Installation of detectable warning units shall be in accordance with manufacturer's

recommendations. All detectable warning units shall be blue in color. Catalog cuts or samples must be submitted to the Engineer for approval prior to ordering.

Item 608.01050405 includes placing topsoil and re-establishing turf in disturbed areas. Restoration of disturbed areas shall be performed as specified under section 107-08 of the NYSDOT standard specification. Any existing plant material shall be protected as per section 107-08C of the Standard Specification.

Any fill material required to achieve grading of the proposed curb ramp shall meet the requirements of section 733-08 – Embankment in Place. The payment for the fill material shall be paid under item 608.01050405.

Reconstruction limits beyond those shown in the contract plans shall be kept to a minimum. The Contractor shall not damage areas beyond saw-cut areas beyond saw cut limits. Damage beyond saw-cut limits shall be replaced to the next joint or score line. Any such damage shall be repaired by the Contractor at no cost to the Village.

Restoring Disturbed Areas: The Contractor's attention is directed to the fact that there is no Turf Establishment pay item in the Contract. All disturbed earth areas shall be restored as per specification 107-08. There will be no direct payment made for labor or materials needed to do this work. The cost will be included under item 608.01050405 and various items in the Contract.

Special Note 7:
Pre-Construction Meeting

A Pre-Construction Meeting that includes representatives from the Village, the Engineer, and the Contractor is required. The Contractor shall schedule the subject meeting prior to the Contractor beginning work.

Special Note 8:
Work Zone Traffic Control

General: Work zone traffic control shall be provided in accordance with the current Manual on Uniform Traffic Control Devices (MUTCD), the current version of Section 619 of the Standard Specifications, the current Work Zone Traffic Control (619 series) Standard Sheets, any provisions contained in the plans and/or proposal of this contract, and as directed by the Engineer.

As defined in Section 101-02 of the Standard Specifications, the MUTCD consists of the national Manual on Uniform Traffic Control Devices for Streets and Highways and the New York State Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways.

Work Zone Traffic Control: The Contractor must communicate to the Engineer all proposed Work Zone Traffic Control schemes a minimum of three (3) calendar days prior to the planned implementation of such proposed schemes.

Activity areas should be limited to one side of a roadway at a time unless approved by the Engineer. Advance warning signs shall be placed for activity areas in accordance with the MUTCD or applicable Work Zone Traffic Control Standard Sheet(s).

Temporary Closures: It will be necessary to temporarily close sidewalks, travel lanes and/or shoulders to perform the contract work. The following restrictions shall apply:

- A. No lane and/or shoulder closures shall be permitted without the prior approval of the Engineer.
- B. At the Midland Avenue intersection, while school is in session, shoulder, lane, and sidewalk closures will be limited during AM drop off and PM pick up times. The Contractor shall submit working dates and hours to the Engineer for review and approval at this site.

Off-hour or Nighttime Construction: The Contractor may perform construction outside traditional working hours with approval from the Engineer. A written request must be submitted for consideration. Work after sunset shall include additional requirements for nighttime operations including, but not limited to, a written plan for nighttime operations, additional worker and equipment protection, additional channelizing devices and contract site patrol. Any additional costs associated with off-hour working shall be included in the various unit price bid items at no additional cost to the Village.

Nighttime construction (between the hours of 9:00PM and 6:00AM) is not permitted.

Pedestrian Access: Where excavations or other work occur on or near sidewalks or other pedestrian ways, the Contractor shall provide a safe and orderly pedestrian passage that complies with ADA standards around or through the work area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations nor cause the pedestrians to walk upon unsuitable or hazardous surfaces. Construction materials, vehicles, equipment, debris, temporary sign supports or other materials shall not be placed or stored on open sidewalks or walkways unless expressly shown in the contract documents or approved by the Engineer. Upon completion of the work at each location, the Contractor shall remove all remaining material and equipment and shall leave the affected area(s) in a neat condition

LIST OF SPECIAL SPECIFICATIONS

ITEM NUMBER	DESCRIPTION	UNIT
608.01050405	4" THICK CURB RAMP	SF
608.02010015	UNCLASSIFIED EXCAVATION AND DISPOSAL UNDER CURB RAMPS	CY
608.02020015	OPTIONAL TYPE SUBBASE COURSE FOR SIDEWALKS, CURB RAMPS, AND CURBS	CY
627.50140008	SAWCUTTING EXISTING PAVEMENT	LF
B645.13070010	REMOVE, STORE, AND REINSTALL SIGN POST	EA
657.18020010	PAINTING OF NEW TRAFFIC SIGNAL POLES	EA
660.65000101	ALTERING UTILITY MANHOLES AND VAULTS	EA
660.65000201	ALTERING UTILITY MANHOLES AND VAULTS	EA
660.65000301	ALTERING UTILITY MANHOLES AND VAULTS	EA
660.65000401	ALTERING UTILITY MANHOLES AND VAULTS	EA
660.65000501	ALTERING UTILITY MANHOLES AND VAULTS	EA
B670.50611708	DECORATIVE STREET POST ARM AND LUMINAIRE ASSEMBLY	EA
680.05010007	360 DEGREE CAMERA VIDEO DETECTION SYSTEM	EA
680.06030110	PAINT NEW ALUMINIUM PEDESTRIAN POLES (SIZE UNDER 14 FEET)	EA
680.06040110	PAINT NEW ALUMINIUM TRAFFIC SIGNAL CABINETS	EA
680.62183009	FLUTED TRAFFIC SIGNAL POLE - MAST ARM, 18 FEET MOUNTING HEIGHT, 30 FEET ARM LENGTH	EA
680.62183309	FLUTED TRAFFIC SIGNAL POLE - MAST ARM, 18 FEET MOUNTING HEIGHT, 33 FEET ARM LENGTH	EA
680.62184009	TRAFFIC SIGNAL POLE (FLUTED SHAPE) - MAST ARM WITH FLUTED ARM, 18 FT MOUNTING HEIGHT, 40 FOOT MAST ARM LENGTH	EA
680.62184509	TRAFFIC SIGNAL POLE (FLUTED SHAPE) - MAST ARM WITH FLUTED ARM, 18 FT MOUNTING HEIGHT, 45 FOOT MAST ARM LENGTH	EA
680.68080309	PEDESTRIAN POLE - BRACKET MOUNT - PAINTED	EA
680.78100108	MODIFY AND REMOVE TRAFFIC SIGNAL EQUIPMENT	LS
680.80310008	FURNISH AND INSTALL MICROCOMPUTER (MODEL 2070) COMPLETE WITH STRETCH-TYPE CABINET	EA
680.80324708	MICROCOMPUTER CABINET BASE (ALUMINUM)	EA
680.81240008	TRAFFIC SIGNAL BRACKET ASSEMBLY-2 WAY MAST ARM MOUNT (CABLETYPE)	EA
680.81310209	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE	EA
680.81500008	PEDESTRIAN BI-MODAL MAN/HAND & COUNTDOWN TIMER MODULE	EA
680.82201908	BREAKAWAY TRANSFORMER BASE (TRAFFIC)	EA
680.90920008	ELECTRIC METER SOCKET, 200 AMP, SINGLE PHASE, 240/120VOLT W/ BYPASS SWITCH FOR SIGNAL INSTALLATIONS	EA
680.94000008	TRAFFIC SIGNAL SERVICE ENTRANCE	EA
680.94997008	FURNISH AND INSTALL ELECTRICAL DISCONNECT GENERATOR TRANSFER SWITCH	LS
680.95020615	SERVICE CABLE 2 CONDUCTOR NO. 06 AWG	LF

ITEM 608.0105XX05 – CURB RAMP

DESCRIPTION

The work shall consist of constructing curb ramps, turning spaces, transition panels to connect to existing sidewalk, and associated curbing in accordance with the applicable Standard Sheets and Specifications, and in accordance with the Contract Documents.

The work shall include demolition, saw cutting, disposal, fill, compaction, construction of the new curb ramps, turning spaces and associated curbing. Also included are detectable warning units (supplied and installed where required), transition panels, repairs to affected asphalt and concrete (as necessary), topsoil, establishing turf (on disturbed areas), and finish work. All material and labor required to perform these tasks is included. Any required adjustments to utilities shall be performed under the specifications for that work.

MATERIAL

Materials required for this work shall comply with, but are not limited to, the following Sections: 402-2, 502-2, 503-2, 608-2, 609-2, and 610-2.

CONSTRUCTION DETAILS

The work shall be in conformance with the US Customary Standard Sheets 608-01 and 608-03. The work performed shall comply with, but is not limited to, the following sections of the Standard Specifications: 401-3, 402-3, 502-3, 503-3, 608-3, 609-3, and 610-3.

Any transition panel more than 5 feet in length will require prior approval of the Engineer.

Any existing utility facilities not indicated to be removed that are damaged by the Contractor's operations performing this work, shall be repaired by the Contractor, to the satisfaction of the Engineer, at no additional cost.

Survey Requirements

The contractor shall be responsible for field verifying all elevations, slopes, and dimensions to ensure that the final layout of sidewalks and curb ramps meet ADA requirements prior to pouring concrete or placing asphalt or pavers. A Contract Control Plan is not necessary for work limited to sidewalks and curb ramps.

METHOD OF MEASUREMENT

Curb ramps will be measured by the number of square feet satisfactorily installed, in accordance with the Contract Documents.

BASIS OF PAYMENT

The unit price bid shall include the cost of furnishing all labor, material, and equipment necessary to satisfactorily complete the work, to the satisfaction of the Engineer. Excavation and disposal under curb ramps and subbase course under curb ramps will be paid for separately. Any required survey will be paid for separately under the lump sum price bid for survey operations. Any incidental asphalt and concrete materials shall be included in the work and not paid separately.

ITEM 608.0105XX05 – CURB RAMP

Payment will be made under:

<u>Item Number</u>	<u>Description</u>	<u>Pay unit</u>
608.01050405	4” thick Curb Ramp	Square Foot
608.01050605	6” thick Curb Ramp	Square Foot
608.01050705	7” thick Curb Ramp	Square Foot

ITEM 608.02010015 - Unclassified Excavation and Disposal for Sidewalks, Curb Ramps and Curbs
ITEM 608.02020015 - Optional Type Subbase Course for Sidewalks, Curb Ramps and Curbs

All the provisions of *Unclassified Excavation and Disposal* under Section 203 shall apply.

All the provisions of *Subbase Course, Optional Type* under Section 304 shall apply.

Payment shall be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>PAY UNIT</u>
608.02010015	Unclassified Excavation and Disposal for Sidewalks, Curb Ramps and Curbs	Cubic Yards
608.02020015	Optional Type Subbase Course for Sidewalks, Curb Ramps and Curbs	Cubic Yards

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

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

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

ITEM B645.13070010 – REMOVE, STORE, AND REINSTALL SIGN POSTS

DESCRIPTION

The Contractor shall remove, store, and reinstall ground mounted sign posts and attached sign panel assemblies at locations shown on the plans or where directed by the Engineer.

MATERIALS

Any new materials required shall be of a quality equal to the materials used in or connected to the existing sign post assembly. New materials used in this work shall meet the requirements of Subsection 645-2 of the Standard Specifications.

Paint for coating galvanized steel components shall be in accordance with Subsection 708-06 of the Standard Specifications. Paint for coating aluminum components shall be in accordance with Subsection 708-07 of the Standard Specifications.

Finish coat color shall match existing.

CONSTRUCTION DETAILS

The Contractor shall carefully remove the existing sign post, including any arms, sign panels, bases, foundations, or anchor bolts, from its existing location and store if necessary. The complete assembly shall be reinstalled at the new location in accordance with the plans or as directed by the Engineer. Any existing foundation element shall be relocated to the new location. If, to the satisfaction of the Engineer, an existing foundation cannot be relocated, a new foundation shall be constructed. The new foundation shall, as a minimum, match the size of the existing foundation. No additional payment will be made for the new foundation.

The provisions of Subsection 645-3 shall apply. The Contractor shall replace missing or damaged nuts, bolts, washers and hinge plates. The Contractor shall make minor repairs, such as, straightening bent posts, straightening bent slip impact base assemblies and reattaching loose panel battens, as specified by the Engineer.

The Contractor shall paint all new hardware and touch-up the paint on the existing posts, slip impact base assemblies and hardware in accordance with the appropriate subsection mentioned above and as specified by the Engineer. Painting work shall be done only after all other work has been completed.

METHOD OF MEASUREMENT

This work shall be measured as the number of sign locations for which the sign posts are reinstalled in accordance with the plans, specifications, and directions of the Engineer.

BASIS OF PAYMENT

The unit price bid shall cover the cost of removing, storing, and reinstalling the sign post assembly, including new hardware, incidentals, labor, equipment and all other materials necessary to complete the work. No separate payment will be made for relocating an existing foundation or constructing a new foundation including any required concrete, reinforcement, excavation, and backfill. The unit prices bid shall include the cost of all labor, materials and equipment necessary to complete the work including replacement of missing or damaged nuts, bolts, washers and hinge plates and painting or touch up painting of any of these components.

ITEM 657.10020010 - PAINTING OF NEW SINGLE CANTILEVER SIGN STRUCTURE
ITEM 657.11020010 - PAINTING OF NEW DOUBLE CANTILEVER SIGN STRUCTURE
ITEM 657.12020010 - PAINTING OF NEW SINGLE SPAN SIGN STRUCTURE
ITEM 657.13020010 - PAINTING OF NEW SINGLE SPAN AND CANTILEVER SIGN STRUCTURE
ITEM 657.14020010 - PAINTING OF NEW MULTI-SPAN SIGN STRUCTURE
ITEM 657.15020010 - PAINTING BACK OF NEW ALUMINUM SIGN PANELS
ITEM 657.16020010 - PAINTING OF NEW SIGN POSTS FOR GROUND MOUNTED SIGNS
ITEM 657.17020010 - PAINTING OF NEW SIGN LIGHTING LUMINAIRES AND SUPPORTS
ITEM 657.18020010 - PAINTING OF NEW TRAFFIC SIGNAL POLES

DESCRIPTION:

This work shall consist of painting new sign structures, sign panels, sign posts, sign lighting luminaires and supports, and traffic signal poles at the locations indicated on the plans or where directed by the Engineer. All painting work, except field touch-up and hardware painting, shall be done in the shop. For purposes of this specification, a shop is defined as an enclosed facility. All surfaces shall be painted with a two coat paint system (primer coat and urethane finish coat).

MATERIALS:

Materials shall be as specified in Section 657-2 of Standard Specification Section 657 – *Painting Galvanized and Aluminum Surfaces*, with the addition of the following details:

Each paint (primer and finish coat) shall be a different color. The color of the primer will be the Contractor's option. However, it shall contrast with the underlying substrate. The primer coat color shall be such that it can be completely hidden by a single coat of finish paint applied at the minimum specified dry film thickness.

The finish coat color shall be as specified in the Contract Documents. The Contractor shall provide two 3 inch by 6 inch samples of the factory applied coatings and colors that are proposed for use in the project to the Engineer for approval prior to full production of the coating application.

Paint that has not been used within 12 months from the date of manufacture shall immediately be removed from the work site.

Containers of thinner shall be labeled with the manufacturer's name and the product name. If an approved generic thinner is supplied, it shall be clearly identified as reagent grade.

CONSTRUCTION DETAILS:

Construction details shall be as specified in Section 657-3 of Standard Specification Section 657 – *Painting Galvanized and Aluminum Surfaces*, with the addition of the following details:

The following surfaces shall be prepared and painted in the shop except for field touch up and attachment hardware painting which can be done after erection in the field:

Sign Structures - All exterior surfaces of the sign structure including dampener; except that faying surfaces shall not be painted.

Aluminum Sign Panels - The back face of the panel and all hardware, brackets, stringers, and Z bars of overhead panels and ground mounted guide and traffic signs.

Sign Posts - The posts, slip impact base and hinge assemblies, and all hardware of ground mounted guide signs, except that faying surfaces shall not be painted.

Sign Lighting Luminaires and Supports - All exterior metal surfaces of the luminaires and all metal members and hardware of the support arms and brackets.

ITEM 657.10020010 - 657.18020010 (CONTINUED)

Paint application by airless spray will be allowed if recommended by the manufacturer and approved by the Engineer.

Handling:

Handling, shipping and erection of coated members shall not be performed until the paint is thoroughly dry. All members shall be handled, loaded for shipment, delivered and installed in such a manner as to avoid abrading the coatings. Wood blocks and nylon slings are recommended for securing, loading, hoisting or storing members. Steel chains and slings shall not be directly attached to the coated members.

Attachment Hardware Painting:

After erection, exposed surfaces of attachment hardware such as bolts, nuts, and washers shall be painted in the field in accordance with the requirements specified above for shop applied paint except that paint application shall be by brush only. After erection, all dye or lubricant remaining on the hardware surfaces to be painted, shall be removed using a method recommended by the paint manufacturer in writing.

Touch-up:

After erection, all areas where paint has become damaged or deteriorated shall be thoroughly cleaned of all soil, dirt, oil and grease. Damaged paint shall be removed by hand tools, edges shall be feathered, and the prepared area "touched-up" or repainted with the appropriate number of coats as directed by and to the satisfaction of the Engineer.

METHOD OF MEASUREMENT:

Sign Structures - This work will be measured as the number of sign structures painted in accordance with this specification.

Sign Panels - Painting the back of sign panels will be measured as the number of square feet of sign panel painted in accordance with this specification. The area will be computed to the nearest 0.01 square foot with no reduction for rounded corners.

Sign Posts - This work will be measured as the number of sign assemblies for which the sign posts are painted in accordance with this specification. A sign assembly will be counted as one, regardless of the number of sign panels or the number of sign posts in the assembly.

Sign Lighting Luminaires and Supports - This work will be measured as the number of sign lighting luminaires complete with supports painted in accordance with this specification.

Traffic Signal Poles - This work will be measured as the number of traffic signal poles, including mast arms if used, painted in accordance with this specification.

BASIS OF PAYMENT:

The unit price bid for each item shall include the cost of all labor, materials, and equipment necessary to complete the work.

ITEM 660.6500NN01 - ALTERING UTILITY MANHOLES AND VAULTS

DESCRIPTION:

The work shall consist of the alteration of existing utility manholes and vaults in accordance with the contract plans.

MATERIALS:

Materials used for the alteration of utility manholes and vaults shall meet the requirements of §604-2.01 and shall be as indicated on the contract plans. Structures originally constructed with concrete block, common brick, or concrete brick shall be altered with Precast Concrete Pavers, §704-13, unless indicated otherwise on the contract plans.

CONSTRUCTION DETAILS:

Excavation shall be in conformance with the construction details of Subsection 206-3, Trench Culvert and Structure Excavation.

Reconstruction and adjustment of existing utility manholes and vaults shall be as detailed and specified on the contract plans. Construction with cast-in-place concrete shall conform to the requirements of Section 555, Structural Concrete.

Frames and covers to be reused shall be removed, cleaned, and reset at the required elevations. New frames and manhole covers shall be installed when specified.

No structure shall be backfilled until all the mortar has completely set. The requirements of Subsection 203-3.15, Fill and Backfill at Structures, Culverts, Pipes Conduits, Direct Burial Cable, shall apply.

METHOD OF MEASUREMENT:

Altering utility manholes and vaults will be measured by the number of structures altered.

BASIS OF PAYMENT:

The unit price bid for each shall include the cost of all materials, labor, and equipment necessary to satisfactorily complete the work, including all necessary cleaning, excavation, backfill, and replacement of any pavement, shoulder, and sidewalk courses, subcourses, curbs, drives, lawns, and any other surface. Frames and covers to be reused that are broken by the Contractor's operations shall be replaced in-kind at the Contractor's expense. New frames and covers will be paid for under the appropriate payment items for Frames and Grates in Section 655.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>PAY UNIT</u>
660.6500NN01	Altering Utility Manholes and Vaults	Each

NN = Serialized 01 to 99

ITEM B670.50611708 - DECORATIVE LIGHTING BRACKET ARM AND LUMINAIRE ASSEMBLY

DESCRIPTION

This work shall consist of furnishing and installing decorative bracket arm and luminaire assemblies in the locations identified in the contract documents or as directed by the Engineer. The Contractor shall verify the type, quantity, location and installation method for each decorative bracket arm and luminaire assembly with the Engineer and in consultation with the Village, prior to ordering.

MATERIALS

The decorative bracket arm assembly shall be in accordance with the appropriate sections of Section 670 of the Standard Specifications. The decorative bracket arm and luminaire assembly shall be sandblasted to create a uniform surface texture and to ensure superior bonding of primer and finish coat. Two coats of wash primer shall be followed by two coats of semi-gloss industrial enamel. The finish shall be factory applied, color to match existing street lighting. Any decorative street post arm and luminaire assemblies damaged by the contractor's operations shall be replaced as directed by the Engineer at no expense to the Village.

CONSTRUCTION DETAILS

The Contractor shall submit catalog cuts, including color samples, to the Engineer for approval prior to purchase of the decorative bracket arm and luminaire assemblies. The contractor shall furnish and install the decorative bracket arm and luminaire assemblies in accordance with the appropriate portions of Section 670 of the Standard Specifications. The assembled decorative bracket arm and luminaire assembly shall be attached to the street lighting or traffic pole assembly in accordance with the specifications and recommendations of the manufacturer. Decorative bracket arm and luminaire assemblies shall be set level and plumb, and be attached securely to the decorative street lighting/traffic assembly as recommended by the manufacturer and as approved by the Engineer.

METHOD OF MEASUREMENT

This work will be measured as the number of decorative bracket arm and luminaire assemblies supplied and installed in accordance with the plans, specifications and direction of the Engineer.

BASIS OF PAYMENT

The unit price bid for each decorative bracket arm and luminaire assembly shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

DESCRIPTION

Under this item the Contractor shall install a complete system or camera assembly that detects vehicles on a roadway via processing of video images from a 360° view camera(s) and provides detector outputs to State standard traffic signal cabinet to interface with State qualified traffic signal controller for the application shown on the contract documents. Contractor shall also be responsible for the providing and installing auxiliary equipment to assure system functionality per the manufacturer's recommendations. The contract documents will state if any of the materials will be supplied by the state. Materials not supplied by the state shall be supplied by the contractor. If no materials list is provided in the contract documents, the Contractor shall furnish and install the complete system shown on the contract documents. The Contractor shall use products off the New York State DOT Approved Products List (APL).

MATERIALS

1.0 GENERAL

1.1 System Hardware

The 360 Degree Camera Video Detection System shall consist of one fixed 360° view video camera where shown on the contract documents, control unit, mounting hardware and all necessary cables.

The 360 Degree Camera Assembly shall consist of one fixed 360° view video camera, mounting hardware and all necessary cables (no control unit). This item may be used at locations where a second video camera is necessary in addition to the 360 Degree Camera Video Detection System or when a replacement camera is necessary.

1.2 System Software

The system shall include either client software for local and remote access of the detection system, or web server for local and remote access of the detection system. This access is for the configuration and monitoring of system parameters. The system shall also send alarm/health emails when enabled.

The system shall detect vehicles, bicycles, and pedestrians in multiple traffic lanes using only the video image. A minimum of 64 detection zones shall be user-definable through interactive graphics by placing lines and/or boxes in an image on a computer monitor. The user shall be able to redefine previously defined detection zones. The system shall calculate traffic parameters in real-time.

2.0 FUNCTIONAL CAPABILITIES

2.1 Real-Time Vehicle Detection

2.1.1 The system shall be capable of simultaneously processing information from the video cameras.

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- 2.1.2 Detection zones shall be programmed via a graphical user interface on a desktop or laptop computer and pointing device. The interface shall facilitate placement of detection zones and setting of zone parameters or to view system parameters.
- 2.1.3 Different detector types shall be selectable. Detector types shall include stop-line, advance, presence, count, queue and directional presence.
- 2.1.4 Real-time detection status shall be viewable on a desktop or laptop computer.
- 2.1.5 Detection system parameters shall be kept in non-volatile memory.
- 2.1.6 The system shall have the capability of uploading and downloading set-up parameters remotely over the internet or locally over Ethernet.
- 2.1.7 The system shall provide dynamic zone reconfiguration without impacting zone detection.

3.0 DETECTION ZONES

- 3.1 The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the combined field of view of the cameras. Zones shall be placed over other zones when necessary without impacting performance of overlapping zones.
- 3.2 Detection Zone Programming
 - 3.2.1 Placement of detection zones shall be by means of a pointing device and desktop computer or laptop. The video monitor shall show images of the detection zones superimposed on the video image of traffic.
 - 3.2.2 It shall be possible to use a pointing device and desktop computer or laptop to edit previously defined detector configurations to fine-tune the detection zone placement.
 - 3.2.3 It shall be possible to individually adjust sensitivity for each detection zone in the system.
 - 3.2.4 The detection zone shall change in color or intensity in real-time on the video monitor, thereby verifying proper operation of the detection system.
 - 3.2.5 Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.
 - 3.2.6 All detection zones shall be capable to count the number of vehicles detected. The count value shall be internally stored for later retrieval remotely over the internet or locally over Ethernet. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

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3.3 Detection Performance

Overall performance of the video detection system shall be comparable to inductive loops. Using standard camera optics and in the absence of occlusion, the system shall be able to detect vehicle presence with minimum 96% accuracy under normal conditions (day & night) and minimum 93% accuracy under adverse conditions (fog, rain, snow).

4.0 HARDWARE

4.1 Mounting

The 360 Degree Camera Video Detection System and 360 Degree Camera Assembly shall consist of all necessary mounting hardware, brackets, vertical support, etc., as supplied by the manufacturer, to be able to mount the camera on a vertical support pole or horizontal arm.

4.2 Environmental

The system shall be designed to operate reliably in the adverse environment such as the typical roadside traffic signal controller cabinet. Operating temperature shall be from -25 to 165° F at 0 to 95% relative humidity, non-condensing.

4.3 Electrical and Communication

4.3.1 Detection system configuration and data downloads shall be available remotely over the internet or locally over Ethernet connection on a desktop computer or laptop.

4.3.2 The system shall be equipped with a detector interface for at least 64 detector outputs. Output levels and protocols shall be compatible NEMA TS2 and NTCIP.

4.3.3 The detection camera to control unit shall be power over Ethernet (POE).

4.3.4 The system shall be capable of self-diagnostics and respond to faults by placing any faulty detection zones in a constant call mode. The system shall automatically revert to normal detection mode when a fault no longer exists on a channel.

4.3.5 The system shall be capable of automatically detecting low-visibility conditions such as fog and respond by placing all defined detection zones in a constant call mode. The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

4.3.6 The detection system shall communicate with the traffic signal controller through the 2070 controller C12 SDLC connector as required for the application.

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5.0 REMOTE CONNECTIVITY

- 5.1 The system shall allow video and data to be transmitted via the internet or an Ethernet connection to a central location where it can be displayed and/or stored.
- 5.2 The system shall include either client software or a web server for remote access of the detection system.
- 5.3 The interface unit shall support streaming video technology to allow the user to monitor video detection imagery.
- 5.4 Provisions shall be made to accommodate mating cable connectors to utilize jack screws for securing cables.
- 5.5 Hi-intensity status lights shall be provided on the control unit to facilitate system monitoring. Indicators shall be provided to show the status of the internal processor, video presence and indication of which video input is being monitored.
- 5.6 An Ethernet port shall be integrated within the control unit. The Ethernet port shall conform to 802.3 Ethernet specifications.
- 5.7 Control unit(s) maximum dimension shall be no more than 5” w x 11” h x 11” d.

6.0 CAMERA SYSTEM

- 6.1 The video camera shall consist of a 360° view for real-time vehicle detection. Each camera shall provide have a detection range of at least 180 feet. The camera shall have the dynamic range to function in low-visibility conditions such as snow, rain and fog.
- 6.2 The camera shall provide virtual pan, tilt, zoom (PTZ) to allow viewing of detection zones.
- 6.3 The camera and lens assembly shall be housed in an enclosure that is watertight and dust-proof. The camera shall be designed to avoid ice and condensation in cold weather. The camera shall be designed to prevent water droplets from interfering with normal operation. The camera shall be light-colored and shall include a sun shield to minimize solar heating and glare. The camera unit shall have the appropriate grounding to facilitate reliable operation.
- 6.4 The control unit shall be mounted inside a State standard traffic signal cabinet or State standard auxiliary cabinet. The control unit shall provide a terminal block for power connection, grounding, circuit protection, cable connection connectors, and a transient voltage suppressor to facilitate reliable operation.
- 6.5 The POE connection between the control unit and the camera shall function with minimal signal degradation up to 300 feet under normal operational conditions.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

7.0 INSTALLATION

- 7.1 The manufacturer of the video detection system or their representative shall design camera system layout/placement and supervise the installation and testing of the video detection equipment. A factory certified representative from the supplier shall be on-site for a minimum of one day when a complete system is being installed.
- 7.2 The manufacturer shall provide either one complete set of maintenance manuals for the installed equipment or online copies shall be available on the manufacture's website. These manuals shall have complete setup, maintenance, and troubleshooting procedures presented in an organized format.

8.0 WARRANTY, MAINTENANCE AND SUPPORT

- 8.1 Materials supplied by the contractor for the video detection system shall be warranted by its supplier for a minimum of one (1) year.
- 8.2 During the warranty period, technical support by telephone or online shall be provided by the supplier during normal business hours.
- 8.3 During the warranty period, certified personnel from the supplier shall be on site within seventy-two (72) hours if required.
- 8.4 Ongoing software support by the supplier shall include updates of the detection system and supervisor software. These updates shall be provided free of charge during the warranty period and at a reasonable charge for the service life of the system.
- 8.5 The supplier shall maintain a program for technical support and software updates following expiration of the warranty period.

CONSTRUCTION DETAILS

The Contractor shall develop and deliver shop drawings which illustrate in detail mounting and camera(s) connection(s) and other equipment to the traffic signal equipment as shown on the contract documents.

METHOD OF MEASUREMENT

The 360 Degree Camera Video Detection System and 360 Degree Camera Assembly will be measured as the number of units satisfactorily installed in accordance with the contract documents.

BASIS OF PAYMENT

The requirement of Subsection 680-5.01 General, of the Standard Specifications shall apply with additional provisions as follows:

The unit price bid shall include the cost of all installation and materials (including but not limited to hardware, software, mounting bracket, coaxial cable, training, incidentals) as necessary to install the 360 Degree Camera Video Detection System and/or 360 Degree Camera Assembly as shown on the contract

ITEM 680.05010007 - 360 DEGREE CAMERA VIDEO DETECTION SYSTEM
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documents in a State standard traffic signal cabinet, and technical support associated with providing the installation and the accepting of the 360 Degree Camera Video Detection System. The cost of all the wire runs from the cameras to the controller shall be included in the item(s). Payment is to be made as follows: 70% of the contract unit price upon installation: the remaining 30% is to be paid upon completing the final acceptance testing. The cost of poles, conduit excavation, conduit, and pull boxes will be paid for under their respective items.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>
680.05010007	360 Degree Camera Video Detection System	Each
680.05020007	360 Degree Camera Assembly	Each

ITEM 680.06030110 - PAINT NEW ALUMINIUM PEDESTRIAN POLES (SIZE UNDER 14 FEET)

ITEM 680.06040110 – PAINT NEW ALUMINIUM TRAFFIC SIGNAL CABINETS

DESCRIPTION

This work shall consist of painting new aluminum cabinets and pedestrian poles at the locations indicated on the plans or where directed by the Engineer. All painting work, except field touch-up and bolt painting, shall be done in the shop. All work shall be in accordance with NYSDOT Standard Specifications section 657 as contained herein, and as shown on the plans and in the special note for these item numbers.

MATERIALS

Painting shall consist of a series of three (3) coats: prime coat, intermediate coat, and finish coat. All materials relating to the surface preparation shall be as per section 657 of the Standard Specifications. The finish coat color shall be specified in the contract documents.

CONSTRUCTION DETAILS

The painting procedures the contractor employs to complete this work shall comply with the requirements of section 708-07 (Paint for Aluminum Surfaces) and section 657 of the Standard Specifications, except for the number of coats of paint as specified in the Materials section of this specification. The following surfaces shall be prepared and shop painted according the above mentioned requirements of Standard Specifications:

- A. Pedestrian Poles (size under 14 feet) - The post, transformer base and all hardware.
- B. Traffic Signal Cabinets – The cabinets and all hardware.

At least five working days prior to the start of work, the Contractor shall provide the Engineer with one copy of the paint manufacturer's current technical data sheets for the paint furnished. Instructions, suggestions and precautions contained in the data sheet shall be followed to the extent that they do not contradict the provisions of this specification. The color of the finish coat shall be such that a properly prepared color chip shall be a reasonable visual match to the color specified in the contract documents when viewed under sunlight.

Exposed surfaces of attachment hardware such as bolts, nuts and washers shall be prepared and painted in accordance with the requirements specified above for shop-applied paint except that paint application shall be brush only.

Handling, shipping and erection of coated members shall not be performed until the paint is thoroughly dry and has met the paint manufacturer's recommended dry-to-handle time period for the temperature and humidity experienced in the shop during painting and curing. All members shall be handled, loaded for shipment, delivered and installed in such a manner as to avoid abrading the coatings. Wood blocks and nylon slings are recommended for securing, loading, hoisting or storing members. Steel chains and slings shall not be directly attached to the coated members.

ITEM 680.06030110 - PAINT NEW ALUMINIUM PEDESTRIAN POLES (SIZE UNDER 14 FEET)

ITEM 680.06040110 – PAINT NEW ALUMINIUM TRAFFIC SIGNAL CABINETS

METHOD OF MEASUREMENT

- A. Pedestrian Pole - This work will be measured as the number of traffic signal poles painted in accordance with the specification.
- B. Traffic Signal Cabinets - This work will be measured as the number of traffic signal cabinets painted in accordance with this specification.

BASIS OF PAYMENT

The unit price bid for each item shall include the cost of all labor, materials and equipment necessary to complete the work including painting all miscellaneous hardware.

ITEM 680.62XXYY09 FLUTED TRAFFIC SIGNAL POLE -MAST ARM
ITEM 680.63XXYY09 FLUTED TRAFFIC SIGNAL POLE -DUAL MAST ARM **

DESCRIPTION

The Contractor shall furnish and install steel anchor base mast arm poles, be multi-sided (fluted) shape, and be of color as shown on the plans or as ordered by the Engineer.

Mast arm mounting heights are as defined on the "Standard Traffic Signal Poles" standard sheets and in the Standard Specifications Section 724-03, Traffic Signal Poles.

MATERIALS

The mast arm poles shall meet all the requirements of Standard Specifications for Section 680 - Traffic Signals and Section 724-03 - Traffic Signal Poles, with the following exceptions and/or modifications:

1. The cabinet wiring access coupling shall be 4" and be located as indicated on the plans.
2. Each pole shall be designed to have four (4) anchor bolts.
3. A hand hole cover plate, fastened by two screws, shall be provided with each pole. The hand hole shall be located ninety (90°) degrees from the 4" cabinet wiring access coupling.
4. Mast arm pole, and arm(s) shape will be multi-sided (fluted) shape as indicated on the plans.
5. Pole/Arm color will be as indicated on the plans. The coloration process will be applied by the pole manufacturer.

CONSTRUCTION DETAILS

The mast arm poles shall be installed in accordance with Standard Specifications Section 680 - TRAFFIC SIGNALS.

METHOD OF MEASUREMENT

Mast arm poles shall be measured as the number of poles of the specified lengths and arms satisfactorily furnished and installed.

BASIS OF PAYMENT

The unit price bid for each pole shall include the cost of all labor, materials (including, but not limited to, necessary grounding system, four anchor bolts, decorative anchor bolt covers, pole cap, pole assembly), and equipment necessary to satisfactorily complete the work.

Notes: 1. In the item description, XX = Mast arm mounting height in feet
YY = Mast arm length in whole feet

** The mast arm length and mounting height indicated by the item number is for only one of the mast arms. The other mast arm length and mounting height shall be as indicated on the plans.

ITEM 680.67XX0309 - PEDESTRIAN POLE TOP MOUNT - PAINTED

ITEM 680.68XX0309 - PEDESTRIAN POLE BRACKET MOUNT - PAINTED

DESCRIPTION

The contractor shall furnish and install galvanized, powder coated steel anchor base pole as indicated in the contract documents.

Top mount and bracket mount poles are as defined on the "Standard Traffic Signal Poles" standard sheets and in the Standard Specifications Section 724-03 - *Traffic Signal Poles*.

MATERIALS

The poles shall meet all the requirements of Standard Specifications for Section 680 - *Traffic Signals* and Section 724-03 - *Traffic Signal Poles*, with the following exceptions and/or modifications:

1. Each pole shall be designed to have four (4) anchor bolts.
2. A hand hole cover plate, fastened by two screws, shall be provided with each pole.
3. Pole shall be galvanized, primed and finish painted before delivery to the project site (No field painting). Painting of the steel galvanized surfaces shall be in accordance with the manufactures recommendations.
4. Pole color and finish shall be as indicated in the contract documents.
5. Break-away bases shall be provided when specified in the contract documents. When break-away bases are specified, the height of the pole shall include the height of the break-away base. Painting of aluminum break-away base shall be in accordance with 708-07- *Paint For Aluminum Surfaces*, or in accordance with the manufactures recommendations for Powder Coat. Painting of galvanized break-away base shall be in accordance with 708-06-*Paint For Galvanized Surfaces*, or in accordance with the manufactures recommendations for Powder Coat.

CONSTRUCTION DETAILS

The poles shall be installed in accordance with Standard Specifications Section 680 - *Traffic Signals*.

METHOD OF MEASUREMENT

The poles shall be measured as the number of poles of the specified loads and lengths satisfactorily furnished and installed.

BASIS OF PAYMENT

The unit price bid for each pole shall include the cost of all labor, materials (including, but not limited to, necessary grounding system, four anchor bolts, anchor bolt covers, pole cap, pole assembly), and equipment necessary to satisfactorily complete the work. The pole foundation shall be paid separately under other appropriate contract items.

Note: In the item description, XX= Height of pole in whole feet.

ITEM 680.7810XX08 - MODIFY AND REMOVE TRAFFIC SIGNAL EQUIPMENT

DESCRIPTION:

Under this item the contractor shall modify and/or remove traffic signal equipment at the locations shown and as detailed on the contract plans or as directed by the Engineer.

MATERIALS:

The materials used in this work shall meet the requirements of Subsection 680-2, "Materials", of the Standard Specifications.

CONSTRUCTION DETAILS:

Where shown on the contract plans or specified by the Engineer, traffic signal equipment shall be either modified or removed and disposed of as specified in the contract documents.

Care shall be exercised in removing and salvaging electrical equipment so that it will remain in its original form and existing conditions whenever possible. The contractor will be required to replace, at his expense, any traffic signal equipment intended for salvage or reuse which is determined by the Engineer to have been damaged or destroyed by reasons of the contractor's operations.

Existing material required to be relocated or retained and found to be unsatisfactory by the Engineer shall be replaced by new material and the cost, therefore, will be paid for as extra work.

METHOD OF MEASUREMENT:

The work will be measured for payment on a lump sum basis for the work completed in accordance with the contract documents and as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing all labor, material and equipment necessary to complete the work in accordance with the contract documents and as directed by the Engineer.

ITEM 680.80310008 - FURNISH AND INSTALL MICROCOMPUTER (MODEL 2070)

COMPLETE WITH STRETCH-TYPE CABINET

DESCRIPTION:

Under this item the contractor shall furnish and install a local traffic signal controller, stretch type cabinet with a size sufficient to accommodate a master system controller, concrete work pad, wiring harness and peripheral equipment at the locations shown on the plans and as ordered by the Engineer, to provide for signal operation shown on the plans.

MATERIALS:

Qualifications

All equipment furnished under this specification shall have demonstrated its ability to meet the minimum requirements and be in compliance with the New York State Department of Transportation, Division of Traffic and Safety, **Traffic Control Hardware Specification** (TCHS), latest release. Manufacturers certification of compliance shall be required.

2.1 Equipment Requirements

Each controller assembly supplied under this specification must be accompanied with one manual of operation and maintenance including the following:

Operation and Maintenance Manual

- 2.1.1 General Description
- 2.1.2 General Specifications
- 2.1.3 General Characteristics
- 2.1.4 Installation
- 2.1.5 Adjustments
- 2.1.6 Theory of Operation
- 2.6.1 Functional Description (including block diagram)
- 2.6.2 Detail Circuit Description
- 2.1.7 Maintenance
 - 2.1.7.1 Preventive Maintenance
 - 2.1.7.2 Field Trouble
 - 2.1.7.3 Bench Trouble Analysis
 - 2.1.7.4 Trouble Shoot Analysis Chart
- 2.1.8 Parts list (to include circuit and board designation, part types and class, power

ITEM 680.80310008 - FURNISH AND INSTALL MICROCOMPUTER (MODEL 2070)

COMPLETE WITH STRETCH-TYPE CABINET

rating and component manufacturer)

- 2.1.9 Electric Interconnection Drawing
- 2.1.10 Schematic
- 2.1.11 Assembly Drawing and a pictorial diagram showing physical locations and identification of each component.
- 2.2 The controller assembly, as itemized in the proposal, shall operate as a complete assembly providing the specified operation.

Equipment Requirements

- 3.1 All applicable requirements included in the New York State Department Transportation Division of Traffic and Safety, **Traffic Control Hardware Specifications**, latest release, shall apply.
- 3.2 All controllers shall be furnished with the appropriate current monitor, conflict monitor, loop detector modules, D.C. isolation modules, A.C. isolation modules, switches and switch pack modules.

FUNCTIONAL REQUIREMENTS

General

The controllers shall be capable of providing all the functions included in the New York State Department of Transportation Division of Traffic and Safety when running **Bi-Trans 2033NY9 Controller Software** as previously licensed to Westchester County. A separate software license is not required.

Operational Requirements

The controllers furnished for each location shown on the plans or as ordered by the Engineer shall provide the specified phases, phase sequencing as indicated on the plans and shall provide all the phase timing and other optional operational functions included in the **Bi-Trans** operators' manual.

Cabinet Requirements

The controllers and ancillary equipment shall be installed in a pole mounted Model 330 stretch-type cabinets. All properties of this cabinet shall be described in the **Traffic Control Hardware Specifications** and shall be similar to the Model 330 cabinet except that the cabinet size shall be capable of supporting the installation of one (1) master controller and one (1) local controller

ITEM 680.80310008 - FURNISH AND INSTALL MICROCOMPUTER (MODEL 2070)
COMPLETE WITH STRETCH-TYPE CABINET

plus ancillary equipment.

3.1 Scope

This specification details the requirements to increase the height and add other necessary hardware to a standard Model 330 Cabinet. This cabinet will be used to house two Model 179 Controllers inside the same cabinet at selected intersections.

3.2 Description of modifications

3.2.1 Cabinets will be extended 12 inches by separating/cutting the top section of the cabinet housing from the lower section of cabinet housing and welding a 12 inch wide section between the separated sections. The cut line for this separation shall be located approximately 45 inches from the bottom of the cabinet. The added section shall be of the same gauge and type aluminum used to construct the model 330 cabinet. Welds shall be continuous and of proper quality to maintain the structural integrity of the cabinet.

3.2.2 The door, along with the appropriate locking bar, shall be extended accordingly and a fourth hinge of the same type and quality as the ones attached to the door shall be welded to the extended section. The modified door, when re-mounted to the cabinet housing, shall easily close and seat properly against the front edge of the extended cabinet housing to provide a watertight seal. Gasketing shall be replaced along the sides of the door so that the gasketing are continuous strips. A re-enforcing support, to prevent door flexing, shall be added and welded to the extended cabinet door at the weld joint. This support shall be similar to the existing door supports.

3.2.3 A shelf to support a second traffic controller shall be added to the cabinet. The shelf shall be mounted so that there is 7 ½ inches of clearance between the added shelf and the cabinet shelf integral to the cabinet rack when the cabinet rack is installed in the cabinet housing. The shelf shall be constructed of minimum 0.125 gauge aluminum, shall be approximately 12 ½ inches in depth and shall be securely and rigidly mounted to the inside of the cabinet so that it supports the weight of a Model 179 controller (approximately 30 lbs.).

3.2.4 A duplex AC receptacle shall be added to the top of the cabinet housing and be mounted between the fan and the existing controller outlet/fan thermostat enclosure. The receptacle shall be securely fastened to the cabinet housing and enclosed so that no electrical connections are exposed. The receptacle shall be wired in parallel to the existing controller outlet.

4. Warranty

All work shall be fully warranted from defects caused by workmanship or materials/parts in accordance with the manufacturer's provisions.

Successful bidders may be required to submit a sample and/or written documentation describing

ITEM 680.80310008 - FURNISH AND INSTALL MICROCOMPUTER (MODEL 2070)
COMPLETE WITH STRETCH-TYPE CABINET

how the modifications are to be accomplished before awarded the purchase order.

GUARANTEE

The entire Microcomputer Controller Unit shall be warranted to be free from defects in workmanship and materials in accordance with the manufacturer's provisions. Any parts found to be defective shall, upon concurrence of the defect by the manufacturer, be replaced free of charge. Deviations from this requirement will not be allowed.

The contractor shall provide a manufacturer's Certificate of Compliance to these specifications prior to submission approval. The Certificate shall be notarized.

Each bidder shall attach to his proposal a signed statement that all materials quoted upon are either:

In exact accordance with these specifications

OR

Is not in exact accordance with these specifications.

In the event of condition (2) the bidder shall include a list of each detail with which the material offered from the specification and shall attach this list to his proposal.

CONSTRUCTION DETAILS:

New York State Department of Transportation Standard Specifications

Subsection 680.3.01 Equipment List and Drawings, 680.3.06 Work Sites, 680.3.07 Schedule of Work, 680-3.12 Grounding, 680-3.32 Tests Shall Apply.

METHODS OF MEASUREMENT:

The quantity to be paid for under this item will be the unit price bid for the number of each item in accordance with the plans and specifications and as ordered by the Engineer. The unit bid price shall include the cost of all labor, materials, and equipment necessary to complete work.

BASIS OF PAYMENT:

Subsection 680.5.08 Controller Assembly shall apply.

ITEM 680.80324708 - MICROCOMPUTER CABINET BASE (ALUMINUM)

DESCRIPTION:

Under this item the contractor shall furnish and install a microcomputer cabinet base at locations shown on the plans or as directed by the Engineer.

MATERIALS:

The base bottom, sides, top and door shall be constructed of ¼ inch grade 5052-H32 aluminum, with full weld seams and shall conform in all respects to the attached drawing.

The bottom plate of the cabinet base shall be constructed to form a flange with the sides so that the bottom of the base is completely open. Four 1.25 inch anchor bolt holes shall be cut into the base plate.

A door shall be constructed in the front of the base by attaching a piece of ¼ inch ∇ aluminum inside the base to form a 1 inch lip. The door shall fit flush to the front of the base, against the lip. The door shall be secured at the top and bottom with ¼ inch Allen screws.

The top plate shall have one 8 inch hole cut into it.

A ½ inch hex nut to be used for grounding purposes shall be welded to the inside of the front of the base.

The base shall be of untreated and unpainted aluminum.

CONSTRUCTION DETAILS:

The cabinet base shall be fabricated and mounted on a concrete base in accordance with the details shown on the plans, standard sheets and as directed by the Engineer.

METHOD OF MEASUREMENT:

This work will be measured by the number of cabinet bases furnished and installed in accordance with the plans, specifications, and directions of the Engineer.

BASIS OF PAYMENT:

The unit price bid for each cabinet base shall cover the cost of fabrication, installation, all labor, material and equipment necessary to complete the work.

When the plans call for mounting the cabinet base on an existing foundation the cost of removing

ITEM 680.80324708 - MICROCOMPUTER CABINET BASE (ALUMINUM)

the existing anchor bolts and installing new anchor bolts shall be included in the price bid for this item. When plans call for mounting the cabinet base on a new foundation, the installation of anchor bolts in the foundation shall be included in the price bid for this item. New concrete foundations will be paid for under a separate payment item.

ITEM 680.81230008 - TRAFFIC SIGNAL BRACKET ASSEMBLY-1 WAY MAST ARM MOUNT (CABLE TYPE)
ITEM 680.81240008 - TRAFFIC SIGNAL BRACKET ASSEMBLY-2 WAY MAST ARM MOUNT (CABLE TYPE)

DESCRIPTION:

This work shall consist of furnishing and installing a 1 way or 2 way traffic signal bracket assembly on traffic signal pole mast arms. The traffic signal bracket assembly shall include a three way adjustment system: up/down, side to side aiming, and tilt aiming.

MATERIALS:

All materials used in this work shall meet the requirements of Section 680-2 of the Standard Specifications. The Contractor shall also submit catalog cuts to the Engineer for approval.

CONSTRUCTION DETAILS:

The appropriate provisions of Section 680-3 of the Standard Specifications shall apply.

METHOD OF MEASUREMENT:

The provisions of Section 680-4.01 of the Standard Specifications shall apply.

BASIS OF PAYMENT:

The provisions of Section 680-5.16 of the Standard Specifications shall apply.

ITEM 680.81310109 - ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POLE

ITEM 680.81310209 - ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE

DESCRIPTION

The APS shall consist of a Central Control Unit (CCU) and Accessible Pedestrian Push Button Stations (PBS). This work shall consist of furnishing and installing a APS in accordance with the Contract Documents or as directed by the Engineer. The System shall meet the functionality requirements of MUTCD 2009-4E.

MATERIALS

The Accessible Pedestrian Push Button Station shall be ADA compliant. It shall contain all electronic control equipment, mounting hardware, Audible-Tactile push button and 9 inch by 15 inch informational pedestrian sign mount with bracket assembly-sign face (MUTCD # R10-3E). The Audible-Tactile push button shall be designed to provide both a button with a raised directional vibrating tactile arrow on the button and a variety of audible sounds for different pedestrian signal functions. The unit shall have a weatherproof speaker, and the appropriate informational sign for each location.

The system shall consist of a Control Unit and the Accessible Pedestrian Push Button Station with Pole Mounting Assembly.

The Systems Specifications

- Pole Unit Speaker with, microphone shall be located in the PBS, non-visible, environmentally protected housing
- Pole Unit Temperature Range: - 30°F to 165°F
- Pole Unit Push Button: ADA compliant with integrated sign bracket for the MUTCD # R10-3E sign
- Temperature and Humidity requirements- meet NEMA TS 2 Section 2.1
- Voltage Protection requirements - meet NEMA TS 2 Section 2.1
- Mechanical Shock and Vibration requirements - meet NEMA TS 2 Section 2.1
- Transient Suppression requirements – meet IEC 61000-4-4, ICC 61000-4-5
- Electronic Noise requirements – meet FCC Title 47, Part 15, Class A
- Electrical Reliability requirements- meet NEMA TS4 (Applicable Portions of Section 8)
- Enclosure requirements, (PBS) shall meet NEMA 250-Type 4X E, (CCU) shall meet NEMA 250-Type 1

ITEM 680.81310109 - ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITH POLE

ITEM 680.81310209 - ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE

Audio and System Specifications

- Volume Control Automatic Adjustment Range: 28dB Max
- Microphone for Ambient Noise:
Approximate frequency range: 170 Hz to 2.3 kHz
- Button Tone: A brief “tick” confirms each button push
- Audible Locating Tone: 880Hz plus harmonic, 0.1 second duration, 1 second interval. Operates during pedestrian clearance and don’t walk interval.
- LED Operation: The LED lights when the button is pushed and remains lit until the next walk phase.
- LED Luminous Intensity:
Greater than 1200 mcd, sunlight visible, ultra bright red, viewing angle 160°
- System shall provide the following audible features:
 - A locating tone
 - 5 walk sound choices
 - 3 pedestrian clearance sound choices
 - Direction of travel
 - User programmable informational message
 - Audible sound must emanate from push button
- System shall provide a “Wait” message that plays once the button is activated.

CONSTRUCTION DETAILS

The Control Unit shall be mounted in the pedestrian head and powered from the pedestrian head lamp indications. The Pole Mounting Assembly shall be mounted on a pole near the start of the crosswalk. The Pedestrian push button shall be mounted between 3 ft. and 3 ft. 6 in. above an accessible surface and shall face an accessible approach (orientated parallel to the line of pedestrian travel) and within 10 in of adjacent accessible surface, as per Standard Sheets “Sidewalk Curb Ramp Details” and as per Standard Sheet “Pedestrian Signals and Flashing Beacon Installation Details”. All installations shall conform to manufacturers specifications and details required for a complete working Accessible Pedestrian Push Button. Street name shall be programmed, if there is an adjacent push button within 10 feet or as directed by the Engineer.

METHOD OF MEASUREMENT

This work will be measured by the number of stations satisfactorily furnished and installed.

BASIS OF PAYMENT

The unit price bid for each Accessible Pedestrian Push Button Station installed shall include the cost of all labor, materials, equipment, system programming and testing necessary to complete the work.

ITEM 680.81500008 – PEDESTRIAN BI-MODAL MAN/HAND & COUNT-DOWN TIMER MODULE

DESCRIPTION

Under this item the Contractor shall furnish and install a Pedestrian Count-Down Timer module in accordance with the plans or directions of the Engineer.

MATERIALS

1. PHYSICAL AND MECHANICAL REQUIREMENTS

1.1 General

Pedestrian Count-Down Timer modules designed as single lens unit and contain full led man and hand symbol with count down indication.

Installation of the Pedestrian Count-Down Timer module shall be weather tight and fit securely in the housing, and shall connect directly to existing electrical wiring by means of simple connectors.

Materials used for the lens shall conform to ASTM specifications for those materials. The LED sources shall be made of the AlInGaP type.

Each Pedestrian Count-Down Timer module shall be identified on the back side with the manufacturer's trade mark, serial number, voltage rating, nominal operating current rating.

1.2 Pedestrian Count-Down Timer Module Lens

If a polymeric lens is used, a surface coating or chemical surface treatment shall be used to provide front surface abrasion resistance. The Pedestrian Count-Down Timer module shall be a single, self-contained device, not requiring on-site assembly for installation into traffic pedestrian signal housing section. The module lens shall be replaceable without the need for replacing the complete module unit.

1.3 Count-Down Timer Module

The Pedestrian Count-Down Timer module shall be microprocessor based, and shall automatically set the count-down time based on the duration of the walk and don't walk signal indications. The microprocessor shall be continuously monitored by a watchdog circuit with a flashing LED. It shall be capable of running all of its functions solely from three wires, the walk, don't walk, and the neutral.

The Pedestrian Count-Down Timer module shall have the capability to count-down from 99 seconds to 0 seconds. The numbers shall be made up of at least 210 Portland Orange LED's which shall be clearly readable for a distance of 120 feet. LED's shall have a minimum output of 1,250 milli-candellas.

The Pedestrian Count-Down Timer module shall be capable of adjusting its intensity thru an auto-dimming day/night feature. This shall have a built in delay circuitry to reduce interference caused by shadows and headlights.

ITEM 680.81500008 – PEDESTRIAN BI-MODAL MAN/HAND & COUNT-DOWN TIMER MODULE

The Pedestrian Count-Down Timer module shall have user configurable settings that shall include as a minimum, dimming control, self test, photocell sensitivity, night dimming, display of "0" on/off.

The Pedestrian Count-Down Timer module shall clear if not at zero, should a solid don't walk appear for more than .750 seconds.

1.4 Environmental Requirements

The Pedestrian Count-Down Timer module shall be rated for use in the ambient temperature range of -40/ to +165/F. The Pedestrian Count-Down Timer module shall be sealed against dust and moisture intrusion per the requirements of NEMA Standard 250-1991 for Type 4 enclosures to protect all internal LED and electrical components. The Pedestrian Count-Down Timer module shall be capable of operating at rated voltage in an environment of +167/F /85% RH for 1000 hours without the formation of internal condensing moisture.

The lens of the Pedestrian Count-Down Timer module shall be capable of withstanding ultraviolet light (direct sunlight) exposure for a minimum time period of five years without exhibiting evidence of deterioration.

2. ELECTRICAL

All wiring and terminal blocks shall meet the requirements of Section 13.02 Wiring of the VTCSH standard. Each wire shall be 36 inches long.

The Pedestrian Count-Down Timer module shall operate with 60 Hz AC line voltage ranging from 80 volts to 135 volts rms. The circuitry shall prevent flicker over this voltage range. Rated voltage for all optical and power measurements shall be 117 volts rms.

The Pedestrian Count-Down Timer module shall be capable of supporting its own memory for at least 15 seconds in the event of a power failure.

The Pedestrian Count-Down Timer module on-board circuitry shall include voltage surge protection to withstand high-repetition noise transients and low-repetition high energy transients as stated in Section 2.1.6, NEMA Standard TS-2,1992.

The unit shall have an off state impedance of less than 2 kS.

The LED signal module and associated on board circuitry shall meet Federal Communications Commission (FCC) Part 15 regulations concerning the emission of electronic noise.

The maximum power consumed by the unit shall not exceed 10 watts at 117 volts rms.

The unit shall be operationally compatible with NEMA TS-2-1992 controllers and conflict monitors currently in use by NYSDOT.

**ITEM 680.81500008 – PEDESTRIAN BI-MODAL MAN/HAND & COUNT-DOWN
TIMER MODULE**

3. PERFORMANCE TESTS

Prior to shipment, each new Pedestrian Count-Down Timer module shall be energized for a minimum of 24 hours, at rated voltage, at a 100% on-time duty cycle. Any failure within an Pedestrian Count-Down Timer module after burn-in shall be cause for rejection.

Each Pedestrian Count-Down Timer module shall be tested to ensure light output at 80 and 135 volts without adverse operational effects. Each Pedestrian Count-Down Timer under test shall be operated at each voltage level for a time period of five minutes. Failure of a signal module to illuminate without adverse operational effects shall be rejected.

Each module shall be accompanied with documents certifying that it has passed the required performance tests specified herein. Documentation, as a minimum, will include the serial number of the unit, the tests performed on the unit, the final result of each test and the signature of the person responsible for certifying the tests.

4. WARRANTY PROVISIONS

The unit shall be repaired or replaced by the manufacturer if it exhibits a failure due to workmanship or material defects within the first 24 months of field operation.

CONSTRUCTION DETAILS

The contractor shall install the Pedestrian Count-Down Timer Module in new or existing traffic signal heads as shown on the plans or as ordered by the engineer. Contractor shall submit to engineer within 30 days following the award of contract, detailed specifications and catalog cuts of the equipment he proposes to install.

METHOD OF MEASUREMENT

This item shall be measured for payment as the number of Pedestrian Count-Down Timer Modules furnished, installed in accordance with the contract documents or as ordered by the Engineer.

BASIS OF PAYMENT

The unit price shall include the cost of all labor, material, and equipment necessary to complete the work as shown on the plans, on the standard sheets, or as ordered by the Engineer. The cost of the pedestrian signal heads shall be paid for under their respective items.

ITEM 680.82201908 - BREAKAWAY TRANSFORMER BASE (TRAFFIC)

DESCRIPTION

This work shall consist of furnishing and installing BREAKAWAY TRANSFORMER BASES (TRAFFIC) for use with flashing beacon sign assemblies or pedestrian signal related poles in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Breakaway Transformer Bases	723-15
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CONSTRUCTION DETAILS

The contractor shall install BREAKAWAY TRANSFORMER BASES (TRAFFIC) at locations specified in the contract documents as detailed on Standard Sheet 680-10.

METHOD OF MEASUREMENT

This work will be measured as the number of BREAKAWAY TRANSFORMER BASES (TRAFFIC) satisfactorily furnished and installed.

BASIS OF PAYMENT

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

**ITEM 680.90920008 - ELECTRIC METER SOCKET, 200 AMP, SINGLE PHASE,
240/120 VOLT W/ BYPASS SWITCH FOR SIGNAL
INSTALLATIONS**

DESCRIPTION

The Contractor shall furnish and install electric meter sockets for traffic signal installations with a lever operated bypass switch where shown on the plans or where directed by the Engineer.

MATERIALS

All materials shall be approved by the local electrical utility company.

The electric meter socket shall be a 200 ampere, 240/120 volt, 4-terminal, ringless with a lever operated bypass switch, single phase 3 wire, lay-in type with line and load connectors sized for #6 AWG wire gauge.

CONSTRUCTION DETAILS

The meter box assembly shall be installed in-line with the service entrance, positioned and mounted according to the utility specifications, and properly grounded.

All work shall be done in a manner satisfactory to the Engineer-In-Charge and the utility company.

METHOD OF MEASUREMENT

This work will be measured as the number of meter box installations made in accordance with the plans and accepted by the Engineer-In-Charge.

BASIS OF PAYMENT

The unit price bid for this item shall include the cost of furnishing all labor, material and equipment necessary to complete the work.

ITEM 680.94000008 - TRAFFIC SIGNAL SERVICE ENTRANCE

DESCRIPTION

This work shall consist of installing an overhead or underground service entrance conduit to the traffic signal controller cabinet in accordance with the contract documents and as directed by the Engineer.

MATERIALS

Metal Steel Conduit, Zinc Coated	723-20
Galvanized Coatings and Repair Methods	719-01

The electric meter pan, if required, shall be in compliance with the requirements of the utility company providing power service.

CONSTRUCTION DETAILS

All requirements of Section 680-3 CONSTRUCTION DETAILS shall apply including the following:

The contractor shall install traffic signal service conduit for either overhead or underground service connection in accordance with the contract documents and as directed by the Engineer.

Certification for electrical service may require underwriter's inspection.

METHOD OF MEASUREMENT

This work will be measured as the number of TRAFFIC SIGNAL SERVICE ENTRANCES satisfactorily installed.

BASIS OF PAYMENT

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

**ITEM 680.94997008 – FURNISH AND INSTALL ELECTRICAL
DISCONNECT/GENERATOR TRANSFER SWITCH**

DESCRIPTION

Under this item, the Contractor shall furnish and install a electrical disconnect/generator transfer switch as shown on the contract documents, or the standard sheets or as directed by the Engineer.

MATERIALS

The Contractor shall furnish a electrical disconnect/generator transfer switch from a manufacture listed on the current New York State Department of Transportation Traffic Signal Laboratory's Qualified Product List.

CONSTRUCTION DETAILS

The electrical disconnect/generator transfer switch shall be attached to the pole or cabinet as shown on the contract documents or the standard sheet or as directed by the Engineer.

METHOD OF MEASUREMENT

This item will be measured for payment as the number of electrical disconnects/generator transfer switches furnished installed and accepted by the Engineer-in-Charge.

BASIS OF PAYMENT

The unit price bid shall include the cost of all labor, material and equipment necessary to complete the work as shown on the contract documents, on the standard sheets, or as directed by the Engineer.

ITEM 680.95010415 - SERVICE CABLE 1 CONDUCTOR, NO. 04 AWG
ITEM 680.95010615 - SERVICE CABLE 1 CONDUCTOR, NO. 06 AWG
ITEM 680.95010815 - SERVICE CABLE 1 CONDUCTOR, NO. 08 AWG
ITEM 680.95011015 - SERVICE CABLE 1 CONDUCTOR, NO. 10 AWG
ITEM 680.95020415 - SERVICE CABLE 2 CONDUCTOR, NO. 04 AWG
ITEM 680.95020615 - SERVICE CABLE 2 CONDUCTOR, NO. 06 AWG
ITEM 680.95020815 - SERVICE CABLE 2 CONDUCTOR, NO. 08 AWG
ITEM 680.95021015 - SERVICE CABLE 2 CONDUCTOR, NO. 10 AWG

Description. Under this item the Contractor shall furnish and install in a raceway or conduit service entrance cable which is suitable for wet or dry locations at the location indicated on the plans and as directed by the Engineer. This cable will transmit current from the power source to the signal controller cabinet.

Material. The cable shall conform to the requirements for service entrance cable of the National Electrical Code and be Underwriters Laboratory approved. The cable shall be rated for 600 volt service and the conductors shall be stranded copper wire or as specified in the contract documents.

Construction Details. Service cable shall be installed in accordance with Details: the contract documents and as directed by the Engineer. A sufficient length of cable, not less than 24 inches, shall be left at the end of the run to allow for the tap to be made by the utility company at the power source entrance. The Contractor shall make all connections at the fused disconnect and the ground bar in the signal controller cabinet.

Method of Measurement. Service cable will be measured as the number of linear feet actually installed in accordance with the contract documents or as directed by the engineer.

Basis Of Payment. The unit price bid per linear foot shall include the cost of all materials, labor, connections, incidental fittings, equipment, tools, and all necessary tests to complete the installation.

APPENDIX B



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Bronxville

Nicole Shute, Department Manager
WSP USA Inc.
500 Summit Lake Drive
Suite 450
Valhalla NY 10595

Schedule Year 2021 through 2022
Date Requested 02/28/2022
PRC# 2022002040

Location Pondfield Rd, Two sites
Project ID# VA-2022-01
Project Type Traffic signal installation and pedestrian / sidewalk improvements at the two subject intersections

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 2021 through June 2022. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

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

Hours

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

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

Wages and Supplements

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

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to 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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Bronxville

Nicole Shute, Department Manager
WSP USA Inc.
500 Summit Lake Drive
Suite 450
Valhalla NY 10595

Schedule Year 2021 through 2022
Date Requested 02/28/2022
PRC# 2022002040

Location Pondfield Rd, Two sites
Project ID# VA-2022-01
Project Type Traffic signal installation and pedestrian / sidewalk improvements at the two subject intersections

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

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

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

(12.20)

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of
the Labor Laws
of 2007:

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

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Westchester County General Construction

Boilermaker

02/01/2022

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: 07/01/2021

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

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

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

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

	07/01/2021
Apprentice(s)	32% of Hourly
	Wage Paid Plus
	Amount Below

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

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

4-5

Carpenter

02/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Piledriver	\$ 56.93
Dockbuilder	\$ 56.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$23.37	\$28.97	\$37.35	\$45.74

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

Carpenter

02/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.97

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.19	\$ 17.69	\$ 21.29	\$ 23.29

8-2287

Carpenter

02/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver	\$ 71.80
Marine Tender	51.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 23.37
2nd year	28.97
3rd year	37.35
4th year	45.74

Supplemental Benefits

Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter

02/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Building	
Millwright	\$ 57.00

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$30.74	\$36.19	\$41.64	\$52.54

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
------	------	------	------

\$35.03 \$38.73 \$43.08 \$49.84

8-740.1

Carpenter

02/01/2022

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2021

Timberman

\$ 52.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

\$ 52.78

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$21.42	\$26.53	\$34.18	\$41.84

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

Carpenter

02/01/2022

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: 07/01/2021 10/18/2021

Core Drilling:

Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

Note: Hazardous Waste Pay Differential:

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

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

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

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 29.40 \$ 30.60

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

02/01/2022

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

07/01/2021

BUILDING/HEAVY & HIGHWAY/TUNNEL:

Carpenter

Base Wage

\$ 37.69

+ \$7.63*

*For all hours paid straight or premium.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 31.91

OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

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

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

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

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

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

REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 18.85	\$ 22.61	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 18.85	\$ 22.61	\$ 24.50	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*	+3.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

Electrician

02/01/2022

JOB DESCRIPTION Electrician

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Service Technician \$ 34.40

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker: \$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

Electrician

02/01/2022

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

Per hour: 07/01/2021 04/21/2022

*Electrician/A-Technician \$ 53.75 \$ 53.75

Teledata 53.75 53.75

*All new installations of wiring, conduit, junction boxes and light fixtures for projects with a base bid of more than \$325,000. For projects with a base bid of \$325,000 or less, see Maintenance and Repair rates.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 52.73 \$ 54.39

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

	07/01/2021	01/01/2022	04/21/2022
1st term	\$ 14.00	\$ 15.00	\$ 15.00
2nd term	16.00	16.00	16.00
3rd term	18.00	18.00	18.00
4th term	20.00	20.00	20.00
MIJ 1-12 months	24.00	24.00	25.00
MIJ 13-18 months	27.50	27.50	28.50

Supplemental Benefits per hour:

	07/01/2021	04/21/2022
1st term	\$ 10.15	\$ 10.82
2nd term	13.05	13.05
3rd term	14.39	14.39
4th term	15.72	15.72
MIJ 1-12 months	13.39	13.49
MIJ 13-18 months	13.76	13.87

8-3/W

Electrician

02/01/2022

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES

Westchester

WAGES

	07/01/2021	04/21/2022
Electrician -M	\$ 27.50	\$28.50
H - Telephone	\$ 27.50	\$28.50

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls, and washing and cleaning of foregoing fixtures.

*If the project exceeds \$375,000 due to changes in the scope of work, an Electrician/A Technician must be part of the labor ratio.

SUPPLEMENTAL BENEFITS

	07/01/2021	04/21/2022
Electrician &		
H - Telephone	\$ 13.76	\$13.87

OVERTIME PAY

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

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

HOLIDAY

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

8-3m

Elevator Constructor

02/01/2022

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:		
	07/01/2021	03/17/2022
Elevator Constructor	\$ 72.29	\$ 75.14
Modernization & Service/Repair	56.77	59.09

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
Modernization & Service/Repairs	41.082	42.787

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note: 1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.
Terms 4 thru 9 Based on Journeymans wage of classification Working in.

6 MONTH TERMS:

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

Elevator Constructor		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.05	34.772
4th & 5th Term	34.91	35.606
6th & 7th Term	36.30	37.052
8th & 9th Term	37.70	38.497

Modernization & Service/Repair		
1st Term	\$ 0.00	\$ 0.00
2nd & 3rd Term	34.00	34.672
4th & 5th Term	34.50	35.195
6th & 7th Term	35.83	36.571
8th & 9th Term	37.15	37.938

4-1

Elevator Constructor	02/01/2022
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JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Rockland: Only the Township of Stony Point.

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

WAGES

Per Hour	07/01/2021	01/01/2022
Mechanic	\$ 62.51	\$ 64.63
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

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

SUPPLEMENTAL BENEFITS

Per hour	07/01/2021	01/01/2022
Journeyman/Helper	\$ 35.825*	\$ 36.885*

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

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier	02/01/2022
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JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2021	11/01/2021
Glazier	\$ 58.60	\$ 59.10
*Scaffolding	59.55	60.55
Glass Tinting & Window Film	29.60	29.60
**Repair & Maintenance	29.60	29.60

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

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

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2021	11/01/2021
Journeyworker	\$ 36.04	\$ 36.79
Glass tinting & Window Film	21.19	21.19
Repair & Maintenance	21.19	21.19

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

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

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

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

7/01/2021	11/01/2021
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1st term	\$ 20.72	\$ 21.00
2nd term	28.66	28.87
3rd term	34.67	34.94
4th term	46.62	47.01

Supplemental Benefits:

(Per hour)

1st term	\$ 16.58	\$ 16.80
2nd term	23.57	23.99
3rd term	26.09	26.57
4th term	30.91	31.52

8-1087 (DC9 NYC)

Insulator - Heat & Frost

02/01/2022

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour: 07/01/2021 05/31/2022

Insulator \$ 56.25 + \$ 2.00

Discomfort & Additional Training** 59.22 + \$ 2.00

Fire Stop Work* 30.07 + \$ 2.00

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 35.10

Discomfort & Additional Training 37.06

Fire Stop Work:
Journeyworker 17.90

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

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

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 30.07	\$ 35.30	\$ 40.54	\$ 45.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 31.55	\$ 37.08	\$ 42.61	\$ 48.16

Supplemental Benefits paid per hour:

Insulator Apprentices:	
1st term	\$ 17.90
2nd term	21.35
3rd term	24.79
4th term	28.23

Discomfort & Additional Training Apprentices:	
1st term	\$ 18.89
2nd term	22.52
3rd term	26.16
4th term	29.80

8-91

Ironworker	02/01/2022
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JOB DESCRIPTION Ironworker **DISTRICT 9**

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

WAGES
Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone
Derrickman \$ 67.99

SUPPLEMENTAL BENEFITS
Per hour: \$ 41.44

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (18) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

1/2 year terms at the following hourly wage rate:				
	1st	2nd	3rd	4th
07/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:				
Per hour:				
07/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

Ironworker	02/01/2022
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JOB DESCRIPTION Ironworker **DISTRICT 4**

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

WAGES
Per Hour: 07/01/2021 01/01/2022
Additional
\$ 1.25

Ornamental \$ 46.15
Chain Link Fence 46.15
Guide Rail 46.15

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker: \$ 60.05

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:

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

5th Term	80%
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Supplemental Benefits per hour:

5th Term	54.03
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Apprentices Hired after 9/1/18:

1 year terms

1st Term	\$ 20.63
2nd Term	24.22
3rd Term	27.80
4th Term	31.38

Supplemental Benefits per hour:

1st Term	\$ 17.89
2nd Term	19.14
3rd Term	20.40
4th Term	21.66

4-580-Or

Ironworker**02/01/2022****JOB DESCRIPTION** Ironworker**DISTRICT 4****ENTIRE COUNTIES**

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

WAGES

PER HOUR:

	07/01/2021	01/01/2022
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Ironworker:

Structural	\$ 54.20	\$ 54.95
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Bridges

Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 83.35	\$ 84.35
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OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$28.21	\$28.59
2nd	\$28.81	\$29.19
3rd - 6th	\$29.42	\$29.80

Supplemental Benefits

PER HOUR PAID:

All Terms	\$56.90	\$58.42
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4-40/361-Str

Ironworker**02/01/2022**

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: 07/01/2021

Reinforcing &
Metal Lathing \$ 56.25

"Base" Wage \$ 54.70
plus \$ 1.55

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

SUPPLEMENTAL BENEFITS

Per hour:
Reinforcing & Metal Lathing \$ 38.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

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

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

SUPPLEMENTAL BENIFITS

Per Hour:

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

4-46Reinf

Laborer - Building

02/01/2022

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

07/01/2021

Laborer \$ 36.40
plus \$5.05**

Laborer - Asbestos & Hazardous
Materials Removal \$ 43.10*

* Abatement/Removal of:

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

** This portion is not subject to overtime premium.

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

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker \$ 27.50

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	3001-4000
\$ 21.04	\$ 24.86	\$ 28.69	\$ 32.51

Supplemental Benefits per hour:

Apprentices
All terms \$ 21.15

8-235/B

Laborer - Heavy&Highway

02/01/2022

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

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

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

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

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

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

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

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phyto-remediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour) 07/01/2021

GROUP I \$45.65*
GROUP II 44.30*
GROUP III 43.90*

GROUP IV	43.55*
GROUP V	43.20*
GROUP VIA	45.20*
Operator Qualified	
Gas Mechanic(A Mech)	55.65*
Flagperson	36.85*

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours

Per Hour \$26.10

Over 40 Hours

Per Hour 19.85

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

	1st term	2nd term	3rd term	4th term
	1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
07/01/2021	\$ 24.56	\$ 28.98	\$ 33.40	\$ 37.72

Supplemental Benefits per hour:

1st term	\$ 4.70 - After 40 hours: \$ 4.45
2nd term	\$ 4.80 - After 40 hours: \$ 4.45
3rd term	\$ 5.30 - After 40 hours: \$ 4.85
4th term	\$ 5.85 - After 40 hours: \$ 5.35

8-60H/H

Laborer - Tunnel

02/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

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

WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	44.80

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

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60
Benefit 3	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

02/01/2022

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

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

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

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 57.71	\$ 59.01	\$ 60.41	\$ 61.91
Crane, Crawler Backhoe	57.71	59.01	60.41	61.91
Cable Splicer-Pipe Type	63.48	64.91	66.45	68.10
Digging Mach Operator	51.94	53.11	54.37	55.72
Cert. Welder-Pipe Type	60.60	61.96	63.43	65.01
Tractor Trailer Driver	49.05	50.16	51.35	52.62
Groundman, Truck Driver	46.17	47.21	48.33	49.53
Equipment Mechanic	46.17	47.21	48.33	49.53
Flagman	34.63	35.41	36.25	37.15

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

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

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

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. Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWest

Lineman Electrician - Teledata

02/01/2022

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 17.50

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 5.14

*plus 3% of
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

02/01/2022

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

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

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

A flagger's duties shall consist of traffic control only.
(Ref #14.01.03)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 52.56	\$ 53.60	\$ 54.73	\$ 55.95
Crane, Crawler Backhoe	52.56	53.60	54.73	55.95
Certified Welder	55.19	56.28	57.47	58.75
Digging Machine	47.30	48.24	49.26	50.36
Tractor Trailer Driver	44.68	45.56	46.52	47.56
Groundman, Truck Driver	42.05	42.88	43.78	44.76
Equipment Mechanic	42.05	42.88	43.78	44.76
Flagman	31.54	32.16	32.84	33.57

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

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

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. Tuesday thru Friday may be worked with no make-up day.
NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

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

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st 60%	2nd 65%	3rd 70%	4th 75%	5th 80%	6th 85%	7th 90%
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SUPPLEMENTAL BENEFITS per hour:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWestLT

Mason - Building 02/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022 Additional \$ 0.72
Tile Setters	\$ 61.07	\$ 61.44	

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 24.91* + \$10.01	\$ 25.01* + \$10.02
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* This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

Tile Setters:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
+\$0.66	+\$0.71	+\$0.81	+\$0.85	+\$1.23	+\$1.28	+\$1.63	+\$1.68	+\$5.83	+\$6.32

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

9-7/52A

Mason - Building 02/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

Additional \$1.00 per hour for power saw work

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

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

Irregular work day requires 15% premium

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05.

OVERTIME PAY

OVERTIME:

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5wp-b

Mason - Building	02/01/2022
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

	07/01/2021	01/01/2022
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Wages per hour:

Mosaic & Terrazzo Mechanic	\$ 58.46	\$ 59.21
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Mosaic & Terrazzo Finisher	\$ 56.86	\$ 57.60
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SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 26.11* + \$11.73	\$ 26.21* + \$11.73
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Mosaic & Terrazzo Finisher	\$ 26.11* + \$11.71	\$ 26.21* + \$11.72
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*This portion of benefits subject to same premium rate as shown for overtime wages.

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2021-Deduct \$6.80 from hourly wages before calculating overtime.

01/01/2022- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday. Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	\$ 25.82	\$ 28.40	\$ 31.00	\$ 33.58	\$ 36.16	\$ 38.74	\$ 43.91	\$ 49.08
01/01/2022	\$ 26.09	\$ 28.71	\$ 31.32	\$ 33.94	\$ 36.55	\$ 39.15	\$ 44.38	\$ 49.60

Supplemental benefits per hour:

07/01/2021	\$13.06* +\$9.27	\$14.37* +\$10.19	\$15.67* +\$11.12	\$16.98* +\$12.04	\$18.28* +\$12.97	\$19.59* +\$13.90	\$22.20* +\$15.75	\$24.81* +\$17.60
01/01/2022	\$13.11* +\$9.37	\$14.42* +\$10.30	\$15.73* +\$11.24	\$17.04* +\$12.17	\$18.35* +\$13.11	\$19.66* +\$14.05	\$22.28* +\$15.92	\$24.90* +\$17.79

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

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48
01/01/2022	\$ 22.82	\$ 29.34	\$ 31.32	\$ 36.55	\$ 41.77	\$ 46.99

Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2021	\$4.59*	\$5.90*	\$15.67*	\$18.28*	\$20.89*	\$23.50*
	+\$6.49	+\$8.34	+\$11.12	+\$12.97	+\$14.83	+\$16.67
01/01/2022	\$4.62*	\$5.94*	\$15.73*	\$18.35*	\$20.97*	\$23.59*
	+\$6.56	+\$8.43	+\$11.24	+\$13.11	+\$14.99	+\$16.85

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

9-7/3

Mason - Building

02/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021 01/01/2022

Building-Marble Restoration:
Marble, Stone & Terrazzo Polisher, etc
\$ 46.16 \$ 46.60

SUPPLEMENTAL BENEFITS

Per Hour:
Journeyworker:

Building-Marble Restoration:
Marble, Stone & Polisher
\$ 29.11 \$ 29.77

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16
01/01/2022	\$32.61	\$37.28	\$41.94	\$46.60

Supplemental Benefits Per Hour:

07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11
01/01/2022	\$27.07	\$27.97	\$28.87	\$29.77

9-7/24-MP

Mason - Building

02/01/2022

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:	07/01/2021	01/03/2022
Marble Cutters & Setters	\$ 61.73	\$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 37.76	\$ 38.27
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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
07/01/2021									
\$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64
01/03/2022									
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2021									
\$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51
01/03/2022									
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81

9-7/4

Mason - Building

02/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022
Tile Finisher	\$ 46.89	\$ 47.18	Additional \$ 0.58

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.91*	\$ 22.01*
+ \$9.84	+ \$9.84

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

OVERTIME PAY

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

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

HOLIDAY

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

9-7/88A-tf

Mason - Building

02/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021 01/01/2022

Marble, Stone, etc.
Maintenance Finishers: \$ 26.73 \$ 27.01

Note 1: An additional \$2.00 per hour
for time spent grinding floor using
"60 grit" and below.
Note 2: Flaming equipment operator
shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
Maintenance Finishers: \$ 14.00 \$ 14.40

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour: 07/01/2021 01/01/2022

0-750	\$21.37	\$21.67
751-1500	\$22.09	\$22.38
1501-2250	\$22.81	\$23.10
2251-3000	\$23.52	\$23.80
3001-3750	\$24.61	\$24.87
3751-4500	\$26.04	\$26.29
4501+	\$26.73	\$27.01

Supplemental Benefits:

Per hour:

0-750	\$ 11.24	\$11.52
751-1500	\$ 11.60	\$11.90
1501-2250	\$ 11.97	\$12.29
2251-3000	\$ 12.35	\$12.67
3001-3750	\$ 12.84	\$13.25
3751-4500	\$ 13.63	\$14.01
4501+	\$ 14.00	\$14.40

9-7/24M-MF

Mason - Building / Heavy&Highway

02/01/2022

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2021	01/03/2022
Marble-Finisher	\$ 48.87	\$ 48.97

SUPPLEMENTAL BENEFITS

Journeyworker:
per hour

Marble- Finisher	\$ 35.25	\$ 35.76
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OVERTIME PAY

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

HOLIDAY

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

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

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

9-7/20-MF

Mason - Heavy&Highway

02/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

Additional \$1.00 per hour for power saw work

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

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

Irregular work day requires 15% premium

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 36.05
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OVERTIME PAY

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

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

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

11-5WP-H/H

Operating Engineer - Building**02/01/2022**

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE: Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour) 07/01/2021

Building Construction:

Party Chief	\$ 76.09
Instrument Man	\$ 60.41
Rodman	\$ 41.11

Steel Erection:

Party Chief	\$ 79.02
Instrument Man	\$ 62.89
Rodman	\$ 44.03

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

Party Chief	\$ 84.60
Instrument man	\$ 63.79
Rodman	\$ 54.52

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Building Construction \$ 24.40* +\$ 7.15

Steel Erection \$ 25.00* +\$ 7.15

Heavy Construction \$ 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

\$ 16.45

OVERTIME PAY

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

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

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

HOLIDAY

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

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

9-15Db

Operating Engineer - Building**02/01/2022**

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

GROUP I:

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

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

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

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

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

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

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

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

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

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

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane(75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2021	3/7/2022	3/6/2023
GROUP I			
Cranes- up to 49 tons	\$ 63.86	\$ 65.03	\$ 66.23
Cranes- 50 tons to 99 tons	66.07	67.28	68.53
Cranes- 100 tons and over	75.37	76.77	78.21
GROUP I-A	55.96	56.97	58.01
GROUP I-B	51.60	52.52	53.48

GROUP II	54.00	54.98	55.70
GROUP III-A	52.04	52.97	53.94
GROUP III-B	49.56	50.44	51.35
GROUP IV-A	51.52	52.44	53.40
GROUP IV-B	43.62	44.38	45.17
GROUP V	47.00	47.83	48.69
Group VI-A	54.94	55.93	56.96
GROUP VI-B			
Utility Man	44.61	45.39	46.21
Warehouse Man	46.74	47.57	48.42

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

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2021	03/07/2022	03/06/2023
Journeyworker	\$ 29.17	\$ 29.87	\$ 30.57

OVERTIME PAY

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

HOLIDAY

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

8-137B

Operating Engineer - Heavy&Highway

02/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

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

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

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

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

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

GROUP IV: Service Person (Grease Truck), Deckhand.

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

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

WAGES: Per hour:	07/01/2021	03/07/2022	03/06/2023
Group I	\$ 64.63	\$ 65.97	\$ 67.27
Group I-A	57.02	58.16	59.26
Group I-B	60.06	61.28	62.46
Group II-A	54.61	55.70	56.74
Group II-B	56.31	57.44	58.52
Group III	53.66	54.72	55.74
Group IV	48.80	49.74	50.63
Group IV-B	41.94	42.71	43.43
Group V			
Engineer All Tower, Climbing and			
Cranes of 100 Tons	73.18	74.73	76.24
Hoist Engineer(Steel)	66.29	67.67	69.01
Engineer(Pile Driver)	70.67	72.16	73.61
Jersey Spreader,Pavement Breaker (Air			
Ram)Post Hole Digger	55.87	56.99	58.06

SHIFT DIFFERENTIAL:

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	07/01/2021	03/07/2022	03/06/2023
	\$ 31.60 up	\$ 32.60 up	\$ 33.75 up
	to 40 Hours	to 40 hours	to 40 hours
	After 40 hours	After 40 hours	After 40 hours
	\$ 22.40* PLUS	\$ 23.40* PLUS	\$ 24.50* PLUS
	\$ 1.20 on all	\$ 1.20 on all	\$ 1.25 on all
	hours worked	hours worked	hours worked

*This amount is subject to premium

OVERTIME PAY

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

HOLIDAY

Paid:..... See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime..... See (5, 6, 8, 15, 25, 26) on OVERTIME PAGE

* For Holiday codes 8,15,25,26 code R applies

** For Holiday Codes 5 & 6 code U applies

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

REGISTERED APPRENTICES

(1)year terms at the following rate.

07/01/2021	03/07/2022	03/06/2023
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1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41
Supplemental Benefits per hour:			
	23.60	24.55	25.70

8-137HH

Operating Engineer - Heavy&Highway

02/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2021

Party Chief \$ 81.72

Instrument Man 61.43

Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

All Categories

Straight Time: \$ 25.25* plus \$7.15

Premium:

Time & 1/2 \$ 37.88* plus \$7.15

Double Time \$ 50.50* plus \$7.15

Non-Worked Holiday Supplemental Benefits:

\$ 16.45

OVERTIME PAY

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

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

HOLIDAY

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

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

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

02/01/2022

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

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

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

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

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

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

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

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

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

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

WAGES: (per hour)

	07/01/2021	03/07/2022	03/06/2023
GROUP I	\$ 64.63	\$ 65.97	\$ 67.27
GROUP I-A	57.02	58.16	59.21
GROUP I-B	60.06	61.28	62.46
GROUP II-A	54.61	55.70	56.74
GROUP II-B	56.31	57.44	58.52
GROUP III	53.66	54.72	55.74
GROUP IV-A	48.80	49.74	50.63
GROUP IV-B	41.94	42.71	43.43
GROUP V-A			
Engineer-Cranes	73.18	74.73	76.24
Engineer-Pile Driver	70.67	72.16	73.61
Hoist Engineer	66.29	67.67	69.01
Jersey Spreader/Post Hole Digger	55.87	56.99	58.06

SHIFT DIFFERENTIAL:

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

	07/01/2021	03/07/2022	03/06/2023
	\$ 23.60	\$ 24.55	\$ 25.70
	+ \$8.00	+ \$8.00	+ \$8.00

(Limited to
first 40 hours)

(Limited to
first 40 hours)

(Limited to
first 40 hours)

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

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

REGISTERED APPRENTICES

(1)year terms at the following rates:

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41

Supplemental Benefits per hour:

All terms	\$ 23.60	\$ 24.55	\$ 25.70
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8-137Tun

Operating Engineer - Marine Dredging

02/01/2022

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74

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

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

02/01/2022

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: 07/01/2021
Survey Classifications

Party Chief	\$ 45.83
Instrument Man	38.17
Rodman	33.34

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 20.60

OVERTIME PAY

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

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Painter

02/01/2022

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Brush \$ 50.30*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted. 50.30*

Spray & Scaffold \$ 53.30*
Fire Escape 53.30*
Decorator 53.30*
Paperhanger/Wall Coverer 52.93*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Paperhanger \$ 31.83
All others 29.81
Premium 33.40**

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

Per hour: 07/01/2021
Appr 1st term... \$ 19.56*
Appr 2nd term... 25.12*
Appr 3rd term... 30.42*
Appr 4th term... 40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:
Per Hour: 07/01/2021
Appr 1st term... \$ 14.72
Appr 2nd term... 18.23
Appr 3rd term... 21.06
Appr 4th term... 26.67

8-NYDC9-B/S

Painter

02/01/2022

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceadhurst, 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: 07/01/2021
Drywall Taper \$ 50.30*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021
Journeyman \$ 29.81

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages - Per Hour: 07/01/2021

1500 hour terms at the following wage rate:

1st term	\$ 19.56*
2nd term	25.12*
3rd term	30.42*
4th term	40.65*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 14.72
2nd year	18.23
3rd year	21.06
4th year	26.67

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

02/01/2022

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 8.63*	+ 9.63*

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

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

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

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

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2021	10/01/2021
1st year	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 41.20 + 6.90*	\$ 42.40 + 7.70*
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 24.48*

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

8-DC-9/806/155-BrSS

Painter - Line Striping

02/01/2022

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

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

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

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

	07/01/2021	12/31/2021	07/01/2022
1st Term*:	\$ 15.00	\$ 15.00	\$ 15.00
1st Term**:	14.00	15.00	15.00
1st Term***:	12.50	13.20	13.20
2nd Term:	18.19	18.19	18.92
3rd Term:	24.26	24.26	25.22

*Bronx, Kings, New York, Queens, Richmond, and Suffolk counties

**Nassau and Westchester counties

***All other counties

Supplemental Benefits per hour:

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

8-1456-LS

Painter - Metal Polisher

02/01/2022

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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:
All classification \$ 10.64

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

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

	07/01/2021
1st year	\$ 16.00
2nd year	17.00

3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

Plumber

02/01/2022

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

07/01/2021

Plumber and

Steamfitter

\$ 59.01

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 39.26

OVERTIME PAY

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

OVERTIME:... See on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1)year terms at the following wages:

1st Term	\$ 21.89
2nd Term	25.13
3rd Term	29.01
4th Term	41.43
5th Term	44.45

Supplemental Benefits per hour:

1st term	\$ 16.25
2nd term	18.13
3rd term	21.57
4th term	28.41
5th term	30.11

8-21.1-ST

Plumber - HVAC / Service

02/01/2022

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2021

HVAC Service \$ 40.68
+ \$ 4.32*

*Note: This portion of wage is not subject to overtime premium.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker HVAC Service
\$ 26.54

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.50	\$ 21.88	\$ 27.31	\$ 33.56	\$ 36.36
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices 07/01/2021

1st term	\$ 19.66
2nd term	20.86
3rd term	22.21
4th term	24.02
5th term	25.33

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

02/01/2022

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Ulster: Entire county (including Walkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2021
Journeyworker: \$ 45.83

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 32.96

OVERTIME PAY

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

*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 19.88
2nd year	22.06
3rd year	23.90
4th year	33.57
5th year	35.46

Supplemental Benefits per hour:

1st year	\$ 10.74
2nd year	12.65
3rd year	16.58
4th year	22.39
5th year	24.32

8-21.3-J&A

Roofer

02/01/2022

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25
+ \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

1st	2nd	3rd	4th
\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
	+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.72	\$ 14.47	\$ 17.30	\$ 21.55

9-8R

Sheetmetal Worker**02/01/2022****JOB DESCRIPTION** Sheetmetal Worker**DISTRICT 8****ENTIRE COUNTIES**

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

WAGES

	07/01/2021
SheetMetal Worker	\$ 44.15
	+ 3.37*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker	\$ 44.20
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OVERTIME PAY

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

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices	
1st term	\$ 18.96
2nd term	21.34
3rd term	23.71
4th term	26.11
5th term	28.46
6th term	30.82
7th term	32.72
8th term	34.64

8-38

Sheetmetal Worker**02/01/2022****JOB DESCRIPTION** Sheetmetal Worker**DISTRICT 4****ENTIRE COUNTIES**

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

WAGES

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 52.29	\$ 53.97

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 51.26	\$ 53.15

OVERTIME PAY

See (A, F, S) on OVERTIME PAGE

HOLIDAY

Paid:	See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime:	See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

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

8/01/2021

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

4-137-SE

Sprinkler Fitter

02/01/2022

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2021

Sprinkler \$ 47.19
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 28.09

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47

1-669.2

Teamster - Building / Heavy&Highway

02/01/2022

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment(under 40 tons), Euclid.

GROUP HH: Off-road Equipment(under 40 tons) D.J.B.

GROUP I: Off-road Equipment(under 40 tons) Darts.

GROUP II: Off-road Equipment(under 40 tons) RXS.

WAGES:(per hour)

07/01/2021

GROUP A	\$ 42.47*
GROUP AA	45.27*
GROUP B	43.09*
GROUP BB	42.59*
GROUP C	45.22*
GROUP D	42.92*
GROUP E	43.47*
GROUP F	44.47*
GROUP G	43.22*
GROUP H	43.84*
GROUP HH	44.22*
GROUP I	43.97*
GROUP II	44.34*

* To calculate premium wage, subtract \$.20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

First 40 hours	\$ 33.64
41st-45th hours	15.18
Over 45 hours	0.26

OVERTIME PAY

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

HOLIDAY

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

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

8-456

Welder

02/01/2022

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 07/01/2021

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth



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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

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

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

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

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

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

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

Telephone:()

Fax: ()

E-Mail:

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

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

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

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

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

8. OCCUPATION FOR PROJECT :

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

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

YES ☐ NO ☐

10. Name and Title of Requester

Signature



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

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

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

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

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

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

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

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DA		BOLTER CONSTRUCTION		2549 LINDEN STREET BELLMORE NY 11710	12/22/2016	12/22/2021
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025

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DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023

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DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6E JACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023

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DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	*****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

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DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

NYSDOL Bureau of Public Work Debarment List 12/22/2021

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DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

NYSDOL Bureau of Public Work Debarment List 12/22/2021

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DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIALE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

APPENDIX C

BID SHEET FOR THE
MIDLAND AND GRAMATAN INTERSECTION IMPROVEMENTS
VILLAGE OF BRONXVILLE, WESTCHESTER COUNTY, NY

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203.07	SELECT GRANULAR FILL	15	CY	_____ _____/CY	_____/CY	_____ _____/CY	\$ _____
206.0201	TRENCH AND CULVERT EXCAVATION	32	CY	_____ _____/CY	_____/CY	_____ _____/CY	\$ _____
206.03	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION	573	LF	_____ _____/LF	_____/LF	_____ _____/LF	\$ _____
206.05	TEST PIT EXCAVATION	2	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
402.098104	9.5 F1 TOP COURSE HMA, 80 SERIES COMPACTION	26	TON	_____ _____/TON	_____/TON	_____ _____/TON	\$ _____
407.0103	STRAIGHT TACK COAT	12	GAL	_____ _____/GAL	_____/GAL	_____ _____/GAL	\$ _____
490.30	MISCELLANEOUS COLD MILLING OF PORTLAND CEMENT CONCRETE	203	SY	_____ _____/SY	_____/SY	_____ _____/SY	\$ _____
603.6002	REINFORCED CONCRETE PIPE CLASS III, 15 INCH DIAMETER	16	LF	_____ _____/LF	_____/LF	_____ _____/LF	\$ _____
604.070101	ALTER EXISTING DRAINAGE STRUCTURE	1	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
604.301873	RECTANGULAR DRAINAGE STRUCTURE TYPE R FOR CAST IRON F3 FRAME	10	LF	_____ _____/LF	_____/LF	_____ _____/LF	\$ _____
608.01050405	4" THICK CURB RAMP	4021	SF	_____ _____/SF	_____/SF	_____ _____/SF	\$ _____
608.02010015	UNCLASSIFIED EXCAVATION AND DISPOSAL UNDER CURB RAMPS	148	CY	_____ _____/CY	_____/CY	_____ _____/CY	\$ _____

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608.02020015	OPTIONAL TYPE SUBBASE COURSE UNDER CURB RAMPS	92	CY	_____ _____/CY	_____ _____/CY	_____ _____/CY	\$_____ _____
619.01	BASIC WORK ZONE TRAFFIC CONTROL	2	LS	_____ _____/LS	_____ _____/LS	_____ _____/LS	\$_____ _____
619.080102	REMOVE PAVEMENT MARKING STRIPES, EPOXY PAINT	649	LF	_____ _____/LF	_____ _____/LF	_____ _____/LF	\$_____ _____
619.080202	REMOVE PAVEMENT MARKING LETTERS OR SYMBOLS, EPOXY PAINT	4	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
625.01	SURVEY OPERATIONS	2	LS	_____ _____/LS	_____ _____/LS	_____ _____/LS	\$_____ _____
627.50140008	SAWCUTTING EXISTING PAVEMENT	370	LF	_____ _____/LF	_____ _____/LF	_____ _____/LF	\$_____ _____
B645.13070010	REMOVE, STORE, AND REINSTALL SIGN POST	1	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
645.5102	GROUND-MOUNTED SIGN PANELS LESS THAN OR EQUAL TO 30 SF, WITH Z-BARS	2	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
645.81	TYPE A SIGN POSTS	2	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
655.0806	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3	1	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
655.1202	MANHOLE FRAME AND COVER	1	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
657.18020010	PAINTING OF NEW TRAFFIC SIGNAL POLES	2	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____

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660.65000101	ALTERING UTILITY MANHOLES AND VAULTS	1	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
660.65000201	ALTERING UTILITY MANHOLES AND VAULTS	1	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
660.65000301	ALTERING UTILITY MANHOLES AND VAULTS	1	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
660.65000401	ALTERING UTILITY MANHOLES AND VAULTS	1	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
660.65000501	ALTERING UTILITY MANHOLES AND VAULTS	1	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
B670.50611708	DECORATIVE STREET POST ARM AND LUMINAIRE ASSEMBLY	2	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
680.05010007	360 DEGREE CAMERA VIDEO DETECTION	1	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
680.06030110	PAINT NEW ALUMINIUM PEDESTRIAN POLES	6	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
680.06040110	PAINT NEW ALUMINIUM TRAFFIC SIGNAL	2	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
680.5001	POLE EXCAVATION AND CONCRETE FOUNDATION	12.6	CY	_____ _____/CY	_____/CY	_____ _____/CY	\$ _____
680.5002	CONCRETE BASE FOR CONTROLLER CABINET	2	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
680.510501	PULLBOX-RECTANGULAR - 26 X 18 INCH, REINFORCED CONCRETE	6	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
680.520104	CONDUIT, METAL STEEL, ZINC COATED, 1.25"	10	LF	_____ _____/LF	_____/LF	_____ _____/LF	\$ _____

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680.520106	CONDUIT, METAL STEEL, ZINC COATED, 2"	31	LF	_____ _____/LF	_____/LF	_____/LF	\$ _____
680.520108	CONDUIT, METAL STEEL, ZINC COATED, 3"	538	LF	_____ _____/LF	_____/LF	_____/LF	\$ _____
680.520110	CONDUIT, METAL STEEL, ZINC COATED, 4"	10	LF	_____ _____/LF	_____/LF	_____/LF	\$ _____
680.62183009	FLUTED TRAFFIC SIGNAL POLE - MAST ARM, 18	1	EA	_____ _____/EA	_____/EA	_____/EA	\$ _____
680.62183309	FLUTED TRAFFIC SIGNAL POLE - MAST ARM, 18	1	EA	_____ _____/EA	_____/EA	_____/EA	\$ _____
680.62184009	TRAFFIC SIGNAL POLE (FLUTED SHAPE) - MAST	1	EA	_____ _____/EA	_____/EA	_____/EA	\$ _____
680.62184509	TRAFFIC SIGNAL POLE (FLUTED SHAPE) - MAST ARM WITH FLUTED ARM, 18 FT MOUNTING HEIGHT, 45 FOOT MAST ARM LENGTH	1	EA	_____ _____/EA	_____/EA	_____/EA	\$ _____
680.68080309	PEDESTRIAN POLE - BRACKET MOUNT - PAINTED	6	EA	_____ _____/EA	_____/EA	_____/EA	\$ _____
680.730514	SIGNAL CABLE 5 CONDUCTORS, 14 AWG	2362	LF	_____ _____/LF	_____/LF	_____/LF	\$ _____
680.732014	SIGNAL CABLE 20 CONDUCTORS, 14 AWG	100	LF	_____ _____/LF	_____/LF	_____/LF	\$ _____

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680.78100108	MODIFY AND REMOVE TRAFFIC SIGNAL EQUIPMENT	2	LS	_____ _____/LS	_____ _____/LS	_____ _____/LS	\$_____ _____
680.80310008	FURNISH AND INSTALL MICROCOMPUTER	2	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.80324708	MICROCOMPUTER CABINET BASE (ALUMINUM)	2	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.810101	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED	14	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.810103	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED	14	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.810105	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED	14	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.810107	TRAFFIC SIGNAL SECTION - TYPE I, 12 INCH	42	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.8111	TRAFFIC SIGNAL BRACKET ASSEMBLY - 1 WAY	5	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.8114	TRAFFIC SIGNAL BRACKET ASSEMBLY - 4 WAY	3	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.81240008	TRAFFIC SIGNAL BRACKET ASSEMBLY-2 WAY	2	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____
680.81310209	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE	8	EA	_____ _____/EA	_____ _____/EA	_____ _____/EA	\$_____ _____

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680.813103	PEDESTRIAN SIGNAL SECTION - TYPE I, 12 INCH	2	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.813105	PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL,HAND/MAN SYMBOLS LED	2	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.813107	PEDESTRIAN SIGNAL MODULE - 16 INCH BY 18 INCH BI-MODAL HAND/MAN LED	8	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.813108	PEDESTRIAN SIGNAL SECTION, TYPE I - FOR 16 BY 18 INCH LED MODULE	8	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.8141	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY	12	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.81500008	PEDESTRIAN BI-MODAL MAN/HAND & COUNTDOWN TIMER MODULE	8	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.8210	OVERHEAD SIGN ASSEMBLY, TYPE J	4	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.82201908	BREAKAWAY TRANSFORMER BASE (TRAFFIC)	4	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.90920008	ELECTRIC METER SOCKET, 200 AMP, SINGLE PHASE, 240/120VOLT W/ BYPASS SWITCH FOR SIGNAL INSTALLATIONS	2	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.94000008	TRAFFIC SIGNAL SERVICE ENTRANCE	2	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$_____ _____
680.94997008	FURNISH AND INSTALL ELECTRICAL DISCONNECT GENERATOR TRANSFER SWITCH	2	LS	_____ _____/LS	_____/LS	_____ _____/LS	\$_____ _____

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680.95020615	SERVICE CABLE 2 CONDUCTOR NO. 06 AWG	125	LF	_____ _____/LF	_____/LF	_____ _____/LF	\$ _____
685.11	WHITE EPOXY REFLECTORIZED PAVEMENT	1092	LF	_____ _____/LF	_____/LF	_____ _____/LF	\$ _____
685.12	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS	60	LF	_____ _____/LF	_____/LF	_____ _____/LF	\$ _____
685.14	WHITE EPOXY REFLECTORIZED PAVEMENT	4	EA	_____ _____/EA	_____/EA	_____ _____/EA	\$ _____
697.03	FIELD CHANGE PAYMENT	35000	DC	ONE DOLLAR AND NO CENTS / DC	\$1.00/DC	THIRTY-FIVE THOUSAND AND NO CENTS/DC	\$35,000.00
699.040001	MOBILIZATION (4%)	2	LS	_____ _____/LS	_____/LS	_____ _____/LS	\$ _____
TOTAL BASE BID PRICE IN NUMBERS					\$ _____		
TOTAL BASE BID PRICE IN WORDS					\$ _____		