

# TOWN OF NORTH HEMPSTEAD



## Request for Sealed Bids

**IMPORTANT: SEE “NOTICE TO BIDDERS” and “INSTRUCTIONS TO BIDDERS” CLAUSES HEREIN BIDS MAY BE SENT TO THE ADDRESS LISTED BELOW ONLY (Fax and/or E-Mail Bid Submissions Will NOT Be Accepted)**

|   |  |
|---|--|
| <u>BID OPENING INFORMATION</u>  | NAME OF BID:<br><b>TNH049-2020- Air Duct, Boiler and Chimney Cleaning Services</b> |
| Date: November 18, 2020<br>Time: 11:30AM  |  |
| INVITATION FOR BIDS NUMBER: TNH049-2020   | Specification Reference: As Incorporated in the Invitation For Bids                |
| CONTRACT PERIOD: Two years from date of award with option to renew for two additional one year terms. The Town may extend any term for a period of up to 90 days. |  |

The bid must be fully and properly executed by an authorized person.

*By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this INVITATION FOR BIDS, Town of North Hempstead General Conditions, and that all information provided is complete, true and accurate.*

|  |  |
|--|--|
| Legal Business Name of Company Bidding:  | Bidder's Federal Tax Identification #:<br>(Do Not Use SS#) |
| D/B/A - Doing Business As (if applicable):   |  |
| Street   | City   |
| State  | Zip  |
| If you are not bidding, place an "x" in the box and return this page only. <input type="checkbox"/> WE ARE UNABLE TO BID AT THIS TIME BECAUSE _____. |  |
| Bidder's Signature:<br>_____   | Printed or Typed Name:<br>_____                            |
| Title:<br>_____  | Date:<br>_____   |
| Phone: (     )     -     ext (     )   | E-mail Address: _____                                      |
| Fax: (     )     -   | Company Web Site: _____                                    |

### Department of Finance - Purchasing Division

220 Plandome Road • Manhasset, New York 11030 • (516) 869-2403 (P) • (516) 869-2919 (F)  
Contracts@northhempsteadny.gov • www.northhempsteadny.gov

# TOWN OF NORTH HEMPSTEAD



## Request for Sealed Bids

THIS BID  
CONTAINS THE FOLLOWING:

Notice to Bidders/Proposers  
Instruction to Bidders/Proposers  
Bid Specifications/Items List  
General Conditions  
Bidders' Qualifications Statement  
(includes bidders statement, non-collusion statement, insurance forms)

*Moira La Barbera, Director of Purchasing*

*Georgina Carr, Procurement Coordinator*

*Viviana Trabulsi, Buyer*

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**IMPORTANT NOTE TO POTENTIAL BIDDERS:** Receipt of these bid documents does not indicate that the Town of North Hempstead has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based on our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

**NOTICE TO BIDDERS**

**SEALED BIDS** will be received by the Department of Finance – Purchasing Division of the Town of North Hempstead in the Office of the Purchasing Division located on the lower level of Town Hall, 220 Plandome Road, Manhasset, New York 11030, **on the 18th day of November, 2020, at 11:30 AM**, at which time they will be publicly opened and read and the Contract awarded as soon thereafter as practicable for:

**TNH049-2020- Air Duct, Boiler and Chimney Cleaning Services**

Bids may be mailed or delivered to the Purchasing Division, 220 Plandome Road, Manhasset, New York 11030, provided the Bid is actually received by the Purchasing Division prior to the time of public opening; or Bids may be delivered to the place of public opening (*i.e.*, the Office of the Purchasing Division) immediately prior to the time of public opening.

All Bids must be sealed and submitted in an envelope with the **Identification Label** provided in the Bid Documents affixed to the front of the envelope.

In accordance with General Municipal Law, Article 5-G, Paragraph 103(16), any contract awarded under this bid shall be made available to all other governmental entities in New York State, which may purchase off this bid by separate agreement made directly with the bidder/contractor in accordance with Section 69 of the Terms and Conditions of this bid.

**All BIDDERS MUST** complete the required Bidder's Disclosure Statement, Non-Collusion Declaration, and must provide a copy of the required Statement of Financial Conditions, even if a Bidder is currently executing work for the Town.

It is the policy of the Town of North Hempstead to encourage the participation of DBE and M/WBE; by bidding on this project, the contractor acknowledges its understanding and support of this policy and pledges to fully cooperate with the Town in meeting the requirements as set forth in the bidding and contract documents.

The Town reserves the absolute right to reject any and all Bids, and to waive any informalities therein.

A Bid/Proposal submitted by a bidder who is not in full compliance with the provisions of the Town of North Hempstead, Town Code at the time of submission will be denied.

The Town will not accept Bids from, nor award a Contract to, anyone who cannot prove to the satisfaction of the Town that the bidder has sufficient experience and/or is financially able and organized to successfully comply with the requirements set forth herein.

Moira La Barbera  
Director of Purchasing

DATED: Manhasset, New York  
Date: October 30, 2020

## INSTRUCTIONS TO BIDDERS/PROPOSER'S

Please take Notice; for the purposes of this Request for Proposals ("RFP"), the term "Bid" and "Proposal" shall be interchangeable and shall be used synonymously.

ITB-1 BID/PROPOSAL PREPARATION

Prepare your bid/proposal on this form using indelible ink. One copy of the bid is required, unless otherwise specified herein.

ITB-2 BID DOCUMENTS

Failure to fully comply with any of the requirements or instructions contained within the bid document may constitute sufficient cause for rejection of the Bid/Proposal. Such rejections will be subject to the discretion of the Director of Purchasing.

**Invitations for Bids will consist of the following documentary components:**

- a. Notice to Bidders/Proposers
- b. Instructions to Bidders/Proposers
- c. General Conditions
- d. Standard Specifications (as defined in General Conditions)
- e. Proposal Form with Schedule 'A'
- f. Bidder's Qualifications Statement
- g. Addendum to Bid Documents

**Invitations for Bids Involving Public Work or Building Services Pursuant to Articles 8 and 9 of the New York State Labor Law (as specified in the Proposal Form) will also include the following documentary component:**

- a. New York State Department of Labor Wage Rate Schedule(s).

ITB - 3 EXAMINATION OF BID DOCUMENTS AND FAMILIARITY WITH SITE

BEFORE SUBMITTING A BID/PROPOSAL, ALL BIDDERS ARE ADVISED TO CAREFULLY EXAMINE THE BID DOCUMENTS; WHERE THE CONTRACT IS FOR PUBLIC WORK OR INSTALLATION THE BIDDER IS ADVISED TO VISIT THE SITE OF THE PROPOSED WORK TO BECOME COGNIZANT OF CONDITIONS AND LIMITATIONS ASSOCIATED WITH FULFILLING REQUIREMENTS OF THE BID DOCUMENTS, INCLUDING BUT NOT LIMITED TO PLANS AND SPECIFICATIONS.

Pleas of ignorance or misunderstanding of conditions that exist, or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of negligence by failing to make the necessary examinations and investigations as may be expected of a reasonably prudent Bidder, will NOT be accepted as grounds for any excuse on the part of a Contractor to fulfill in every respect all of the requirements of the Bid Documents, nor will such excuses be accepted by the Town as a basis for any claims whatsoever for extra compensation, or for an extension of Contract completion time.

ITB-4 INTERPRETATION OF BID DOCUMENTS

If any prospective Bidder is unsure of, or has any reservations about, the precise and true meaning of any written or drawn material contained within any of the Bid Documents, or finds apparent discrepancies therein, or possible omissions therefrom, s/he shall promptly submit to the Director of Purchasing, a written request, fully describing the material in question, for an interpretation, explanation or revision thereto. The response to each request for clarification will be made only by an Addendum to the Bid Documents. Neither the Town nor the Director of Purchasing may be held responsible or liable for any other explanations or interpretations of these Bid Documents.

ITB-5 ADDENDUM TO BID DOCUMENTS

Any Addendum issued during the bidding period shall become an integral part of the Bid Documents and shall be incorporated in the Bidder's Bid/Proposal. All Addendum shall be acknowledged in the Bidder's Bid/Proposal, by entering the title, date and signature of the person signing the Bid/Proposal.

ITB-6 MODIFICATIONS TO BID DOCUMENTS

Bids/Proposals shall not take exception to, or request modifications for, any item described in the Bid Documents. Oral Bids/Proposals will not be considered.

ITB-7 RIGHTS OF TOWN BOARD

The Town Board reserves the right to reject any and all Bids/Proposals and to waive any informalities in the Bids/Proposals received, and to accept the Bid/Proposal most favorable to the interests of the Town, after all Bids/Proposals have been analyzed, checked and verified.

ITB-8 TAX EXEMPTION

The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the Town pursuant to the provisions of this Contract. These taxes are not to be included in Bids/Proposals.

ITB-9 FORM OF BID/PROPOSAL

EACH BID/PROPOSAL MUST BE MADE ON THE "PROPOSAL FORM" ATTACHED HERETO AND SHALL REMAIN ATTACHED HERETO AS ONE OF THE BID DOCUMENTS AND SHALL BE SUBMITTED IN A SEALED ENVELOPE BEARING THE NAME OF THE BID, BID NUMBER, AND THE NAME OF THE BIDDER.

**THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT IS NOT MADE ON THE "PROPOSAL FORM".**

- ITB-10 **DELIVERY OF BIDS/PROPOSALS**  
BIDS/PROPOSALS MUST BE DELIVERED BY THE TIME AND TO THE PLACE STIPULATED IN THE ADVERTISEMENT. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID/PROPOSAL IS RECEIVED IN THE PROPER TIME. ANY BIDS/PROPOSALS RECEIVED AFTER THE SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS/PROPOSALS SHALL BE RETURNED TO THE BIDDER/PROPOSER UNOPENED.
- ITB-11 **CORRECTIONS TO BIDS/PROPOSALS**  
Erasures or other corrections in the Bid/Proposal must be initialized by the person signing the Bid/Proposal.
- ITB-12 **WITHDRAWAL OF BIDS/PROPOSALS**  
Any Bidder may withdraw his/her Bid/Proposal, either personally, or by telegraphic or written request, if such a request is received by the Purchasing Division at any time during normal working hours prior to the scheduled closing time for receipt of Bids/Proposals. If a Contract is not awarded within 45 calendar days after opening of the Bids, all Bids will be considered to have been rejected for cause, unless, at the Town's request the low Bidder agrees to hold his Bid valid for an additional stipulated length of time.
- ITB-13 **MULTIPLE BID/PROPOSAL SUBMITTALS**  
Any person, firm or corporation will not be permitted to make more than one Bid/Proposal for the product or service. If a person is a partner, officer or director of more than one firm interested in bidding for the product or services, only one of the firms may submit a Bid/Proposal.
- ITB-14 **NON-COLLUSIVE BIDDING CERTIFICATION**  
In accordance with § 103-d of the General Municipal Law, by submission of this Bid/Proposal, 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:
- (1) The prices in this bid/proposal 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/proposer or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the bidder/proposer and will not knowingly be disclosed by the bidder/proposer prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the bidder/proposer to induce any other person, partnership or corporation to submit or not submit a bid for the purpose of restricting competition.
- ITB-15 **QUALIFICATIONS OF BIDDERS**  
A BIDDER'S QUALIFICATIONS STATEMENT IS REQUIRED. The forms attached hereto indicate all the information required. Each Bidder/Proposer shall be responsible for submitting his current Disclosure Statement with his Bid/Proposal. The Town retains the right to investigate, verify the information submitted in the Disclosure Statement, and interview all bidders prior to award of the Contract. **THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT DOES NOT INLCUDE A DISCLOSURE STATEMENT.**
- ITB- 16 **IDENTIFICATION LABEL**  
To properly expedite the receipt and processing of bids submitted, the following "Identification Label" must be affixed to the outer envelope of the sealed bid. Bids shall be delivered by U.S. Mail, public carrier (e.g. UPS, FedEx), or by hand. **THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOPOSAL THAT DOES NOT CONFORM TO THIS SECTION.**

**SEALED BID ENCLOSED**

Town of North Hempstead  
Department of Finance  
Purchasing Division

Bidder's Name: \_\_\_\_\_  
\_\_\_\_\_

Bid Number: \_\_\_\_\_

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

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

## **Bid Specifications:**

The Town of North Hempstead is seeking a responsible contractor for Air Duct, Boiler and Chimney Cleaning Services. This is a requirements contract. There are no minimum mandatory contract limits. The Town reserves the right to award a contract to more than one responsible bidder where it is in the best interests of the Town.

### **Required Qualifications for HVAC System Cleaning Contractor Vendor**

**(A) Membership:** The HVAC system cleaning contractor shall be a certified member of the National Air Duct Cleaners Association (NADCA).

**(B) Certifications:** The awarded contractor shall have a minimum of two (2) Air System Cleaning Specialist (ASCS) certified by NADCA on a full time basis. A person certified as an ASCS by NADCA shall be responsible for the total work herein specified. The awarded contractor shall also have at least one (1) certified CSIA (Chimney Safety Institute of America) employee on staff.

The awarded contractor and his employees must maintain certification and be trained as follows:

- OSHA 10 HOUR CONSTRUCTION SAFETY
- ASBESTOS AWARENESS
- OSHA CONFINED SPACE
- OSHA LOCKOUT/TAGOUT PROCEDURE
- HAZARDOUS COMMUNICATIONS PROGRAM

**(C) Experience:** The awarded contractor must have at least ten (10) years continuous experience in HVAC Air Duct, Boiler and Chimney Cleaning. The awarded contractor must prove by references that he has performed at least five (5) different projects of this same specification and magnitude. Bids shall only be considered from firms which are regularly engaged in HVAC system cleaning and decontamination.

**(D) Equipment, Materials & Labor:** The awarded contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services. The contractor must use and maintain state of the art cleaning equipment and procedures, including portable HEPA vacuums and Truck Mounted Vacuums.

**(E) OSHA Training:** The Contractor shall assure that its Employees have received safety equipment Training, individual health protection measures, and manufacturer's product and Material Safety Data Sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration (10 HOUR OSHA CONSTRUCTION AND SAFETY COURSE). The contractor shall maintain a copy of all Current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and these specifications. Contractor shall submit all MSDS for all chemical products proposed to be used in the cleaning process.

**(F) Licensing:** The awarded contractor shall provide proof of maintaining the proper license(s), if any, that are required to do this type of work. The contractor shall comply with all Federal, State and local rules, regulations and licensing requirements.

**(G) Emergency On-Call Services:** The contractor must be able to provide emergency on-call service within four (4) hours. Contractor must receive prior approval of Department contact person before doing any work that will be billed at the Overtime/Emergency On-Call after hour rate.

(F) Regular Maintenance/Non-Emergency Services: The contractor must be able to provide regular maintenance/non-emergency service within one (1) week.

## **I. AIR DUCT/HVAC CLEANING SPECIFICATIONS**

### **SCOPE OF WORK**

(A) **Scope:** The contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return grilles, return air ducts to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartments, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

(B) **Containment:** Debris removed during cleaning shall be collected and precautions must be taken to ensure that debris is not otherwise dispersed outside the HVAC system during the cleaning process. Truck Mounted Power Vacuums are to be used where accessible.

(C) **Particulate Collection:** Where the particulate Collection equipment is exhausting inside the building, HEPA filtration with 99.7% collection Efficiency for 0.3-micron size (or greater) particles shall be used.

(D) **Service Openings:** The contractor shall utilize the existing service openings already installed in the HVAC system where possible. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards. Closures must not significantly hinder, restrict, or alter the airflow within the system. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system. Openings must not compromise the structural integrity of the system. Cutting service openings into flexible ducts is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.

(E) **Air Handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and exhaust fans:** The contractor shall ensure that supply, return, exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. Contractor shall clean all coils and related components, including evaporator fins.

(F) **Air Scrubbing:** An air scrubbing machine must be utilized in each room where duct cleaning project is in progress to insure minimal dust/debris residue.

## **II. BOILER CLEANING SPECIFICATIONS**

### **SCOPE OF WORK**

(A) The Contractor shall be responsible for the cleaning and removal of all soot and debris from boilers, boiler tubes, breechings, chimneys, and associated chimney bases in strict accordance with these specifications.



Wire brush and scrape boiler tubes and heating surfaces. Wire brush and remove soot from breechings and adjacent areas including the base of stack and smoke hoods directly to Truck Mounted Vacuums via fire proof hose. Leave boiler rooms in soot free condition, washing if necessary/possible. Upon completion of the boiler cleaning work an authorized representative shall inspect the cleaning and closing of boilers. Upon approval he/she will sign the contractor's service ticket.

The Contractor shall provide, erect and maintain all necessary barricades, signs and lights and take all necessary precautions for the protection of the work and safety of the public.

Boiler, burners, controls, piping and floors are to be protected to prevent damage from soot, scale and residue.

Burners, piping and related equipment are not to be used as ladders or steps for access to boilers. The contractor will furnish all ladders and equipment necessary to attain normal access. A report of boiler conditions that require repairs is to be submitted for each location after cleaning.

Fire tube boilers are to be punched using wire brushes to cut into and remove scale after cleaning.

All soot and residue from cleaning shall be vacuumed clean and removed with the use of Truck Mounted Vacuums. Small boilers may be cleaned with the use of portable HEPA vacuum units. Under no circumstances will soot disposal require transportation of soot through the corridors or rooms of any building.

During the course of cleaning, the contractor's employees shall confine themselves to the proximity of the boiler room, its access to external exits and adjoining lavatory where applicable.

Contractors employees shall be supplied and equipped with protective soot resistant clothing, eye shields, masks, gloves and/or respirators, etc. as may be necessary to prevent injury when cleaning boilers.

### **III. KITCHEN EXHAUST DUCT CLEANING SPECIFICATIONS**

#### **SCOPE OF WORK**

All kitchen exhaust systems are to be cleaned at least twice (2x) per year in accordance with the following specifications:

Prior to the commencement of any Kitchen Exhaust Duct Cleaning the contractor's employees shall completely cover and protect surrounding work areas including burners and stoves.

Scrape and chemically clean with an environmentally approved kitchen grease cutter, all exhaust hoods, exhaust trunk lines, fans and fan housings. Polish exterior of hoods. Remove grease, scrape and chemically clean the rooftop exhaust hood unit.

Validated cleaning stickers are to be adhered to the exterior of all hoods after cleaning is complete. Adhesive stickers shall contain all relevant information including date of cleaning and expiration of cleaning service.

All labor and materials shall adhere to standards of local fire codes and National Fire Protection Association Code 96 section 8-3.

## **IV. CHIMNEY CLEANING SPECIFICATIONS**

### **SCOPE OF WORK**

Wire brush, snake and vacuum clean chimneys accordingly. Chimneys to be inspected at the time of cleaning and a report should be submitted thereafter of chimney condition.

Truck Mounted Vacuums are to be used for cleaning where ever possible.

All necessary precautions will be taken to protect surrounding areas while service is in progress.

The awarded contractor must have at least one (1) certified CSIA (Chimney Safety Institute of America) on staff.

### **Notes:**

- (1) Bid will be valid for two years from date of award, with the option for two one-year renewals. Labor rates may be adjusted according to NYS Prevailing wage with thirty days written notice to the Town.**
  
- (2) The work under this bid is subject to prevailing wage (as per NY State Labor Law, article 8 & 9), and therefore, in addition to the forms in Section IV, please note that the winning vendor will be required to submit copies of certified payrolls with the invoices. For further info, please refer to: <http://www.labor.state.ny.us/workerprotection/publicwork/OWSaccess.shtm>  
Reference – PRC 2020901160  
Reference - PRC 2020011094**
  
- (3) Invoice Requirements:**
  - a. Must reference the purchase order number and a copy of the work order must be attached;
  - b. Contractor must receive prior approval of Department contact person before doing any work that will be billed at the Overtime/Emergency On-Call after hours rate;
  - c. Provide copies of vendor's original receipts or invoices from the manufacturer for the purchase of materials; and
  - d. Bidders are reminded that notwithstanding the hourly rates bid they are required to pay prevailing wage rates. The winning vendor will be required to submit copies of certified payrolls with the invoices

**I. AIR DUCT/HVAC CLEANING COST PROPOSAL**

Straight Time Hourly Rate (9AM – 5PM)

Overtime/After-hours Emergency Services

Mechanic                   \$ \_\_\_\_\_

\$ \_\_\_\_\_

Helper/Apprentice    \$ \_\_\_\_\_

\$ \_\_\_\_\_

Billing for Parts & Materials:

Contractor's certified cost plus \_\_\_\_\_%

- The Contractor shall bill only for time on site (not travel time).

## II. BOILER CLEANING COST PROPOSAL

Straight Time Hourly Rate (9AM – 5PM)

Overtime/After-hours Emergency Services

|                   |    |    |
|-------------------|----|----|
| Mechanic          | \$ | \$ |
| Helper/Apprentice | \$ | \$ |

### Billing for Parts & Materials:

Contractor's certified cost plus or minus (indicate with -/+) \_\_\_\_\_%

Bidders are reminded that notwithstanding the hourly rates bid they are required to pay prevailing wage rates per bid specifications.

- The Contractor shall bill only for time on site (not travel time).

### **III. KITCHEN EXHAUST COST PROPOSAL**

Straight Time Hourly Rate (9AM – 5PM)

Overtime/After-hours Emergency Services

|                   |    |    |
|-------------------|----|----|
| Mechanic          | \$ | \$ |
| Helper/Apprentice | \$ | \$ |

Billing for Parts & Materials:

Contractor's certified cost plus or minus (indicate with -/+) \_\_\_\_\_%

Bidders are reminded that notwithstanding the hourly rates bid they are required to pay prevailing wage rates per bid specifications.

- The Contractor shall bill only for time on site (not travel time).

**IV. CHIMNEY CLEANING COST PROPOSAL**

Straight Time Hourly Rate (9AM – 5PM)

Overtime/After-hours Emergency Services

|                   |    |    |
|-------------------|----|----|
| Mechanic          | \$ | \$ |
| Helper/Apprentice | \$ | \$ |

Billing for Parts & Materials:

Contractor's certified cost plus or minus (indicate with -/+) \_\_\_\_\_%

Bidders are reminded that notwithstanding the hourly rates bid they are required to pay prevailing wage rates per bid specifications.

- The Contractor shall bill only for time on site (not travel time).

## **GENERAL CONDITIONS**

1. **APPLICABILITY** The terms and conditions set forth in this section entitled General Conditions are expressly incorporated in and applicable to the resulting procurement contracts let by the Town of North Hempstead where incorporated by reference in its Bid Documents. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

2. **GOVERNING LAW** This procurement, the resulting contract and any purchase orders issued hereunder shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise, and actions or proceedings arising from the contract shall be heard in a court of competent jurisdiction in the State of New York.

3. **NO ARBITRATION** Disputes involving this procurement, the resulting contract, including the breach or alleged breach thereof, and any purchase orders issued hereunder may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

4. **ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of Section 16A of the Code of the Town of North Hempstead, other New York State codes, rules, regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving the Town of North Hempstead and/or its employees. Failure to comply with those provisions may result in disqualification from the Bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:

(A) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the Town of North Hempstead. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

- (1) General Conditions.
- (2) Bid Specifications.
- (3) Bid Documents.
- (4) Contractor's Bid/Proposal.

## 6. **DEFINITIONS**

**AWARD** is the decision of the Town to accept the Bid/Proposal of the lowest responsive, responsible Bidder/Contractor for the procurement included in these Bid Documents. An award letter will be issued by the Town informing the Contractor that its bid was accepted.

**BID DOCUMENTS** Writings by the Town setting forth the scope, terms, conditions and technical specifications for procurement. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions contained therein or incorporated by reference.

**BID OR PROPOSAL** An offer or proposal submitted by a Bidder to furnish a described product or a solution, perform services or means of achieving a practical end, at a stated price for the stated Contract term. For the purpose of this Request for Proposal, the term "Bid" and "Proposal" shall be interchangeable and shall be used synonymously. As required by the Bid Documents, the Bid or proposal may be subject to modification through the solicitation by the Town of best and final offers during the evaluation process prior to recommendation for award of the Contract.

**BIDDER/OFFERER** Any individual or other legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) which submits a Bid in response to a solicitation. The term Bidder shall also include the term "proposer" or "offeror." In the case of negotiated Contracts, "Bidder" shall refer to the "Contractor."

**BID SPECIFICATION** A written description drafted by the Town setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed Contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work.

**CONTRACT** The writing(s) which contain the agreement of the Town and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

**CONTRACT DOCUMENTS** consist of the Contract or Purchase Order made between the Town and the Bidder/Contractor (hereinafter the Agreement), General Conditions, Bid Specifications, Bid Documents, including among others the Notice to Bidders, Instructions to Bidders, any Schedule of Bid Prices, any Addendum to Bid Documents issued prior to execution of the Contract, Bidder's Qualification Statement, Bidder's Proposal (including non-collusive bidding statement), contract or purchase order(s) issued, Insurance and Indemnity Certification, Bid Bond(s) (where required), Performance Bond(s), Materials & Labor Bond(s) (where required), or Maintenance Bond (where required), any New York State Department of Labor Wage Rate Schedule(s) (for public work or building services as defined by Articles 8 and 9 of the New York State Labor Law), any additional Documentation required for contract execution, any supplemental agreements issued during the course of the Contract, and/or Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties including but

not limited to work change orders or changes to purchase orders.

**COMPTROLLER** Comptroller of the Town of North Hempstead.

**CONTRACTOR** Any successful Bidder(s) to whom a Contract has been awarded by the Town.

**DIRECTOR** Director of Purchasing or his/her authorized representative.

**DOCUMENTATION** The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable the Town to properly test, install, operate and enjoy full use of the Product.

**MULTIPLE AWARD** A determination and award of a Contract in the discretion of the Director to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of the Town (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

**PRODUCT** A deliverable under any Bid or Contract which may include commodities, services and/or technology, including software.

**PURCHASING DIVISION** shall mean the Town of North Hempstead, Department of Finance, Purchasing Division.

**PURCHASE ORDER** The Town's fiscal form or format that is used when making a purchase (e.g., Claim Form, formal written Purchase Order, electronic Purchase Order, or other authorized instrument).

**SINGLE SOURCE** A procurement where two or more Bidders can supply the required Product, and the Director may award the contract to one Bidder over the other.

**SITE** The location (street address) where Product will be executed or services delivered.

**SOLE SOURCE** A procurement where only one Bidder is capable of supplying the required Product.

**SUBCONTRACTOR** Any individual or other legal entity, (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) that has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

**TOWN** shall mean the Town of North Hempstead, Nassau County, New York.

**TOWN ATTORNEY** Town Attorney of the Town of North Hempstead.

**TOWN BOARD** shall mean the council members duly elected by the residents of the Town of North Hempstead, Nassau County, New York.

### **BID SUBMISSION**

7. **BID OPENING** Bids may, as applicable, be opened publicly. The Director reserves the right at any time to postpone or cancel a scheduled Bid opening.

8. **BID/PROPOSAL SUBMISSION** All Bids/Proposals are to be packaged, sealed and submitted to the location stated in the Bid/Proposal Specifications. Bidders/Proposers are solely responsible for timely delivery of their Bids/Proposals to the location set forth in the Bid Specifications prior to the stated Bid opening date/time.

A Bid/Proposal return envelope, if provided with the Bid Specifications, should be used with the Bid/Proposal sealed inside. If the Bid/Proposal response does not fit into the envelope, the Bid/Proposal envelope should be attached to the outside of the sealed box or package with the Bid/Proposal inside. If using a commercial delivery company that requires use of their shipping package or envelope, Bidder's/Proposer's sealed Bid, labeled as detailed below, should be placed within the shipper's sealed envelope to ensure that the Bid is not prematurely opened.

All Bids/Proposals must have a label on the outside of the package or shipping container outlining the following information:

**“BID/PROPOSAL ENCLOSED** (bold print, all capitals)

- Bid/Proposal Name
- Bid/Proposal Number
- Bid/Proposal Submission date and time”

In the event that a Bidder/Proposer fails to provide such information on the return Bid/Proposal envelope or shipping material, the Town reserves the right to open the shipping package or envelope to determine the proper Bid/Proposal number or Bid/Proposal Name, and the date and time of Bid opening. Bidder/Proposer shall have no claim against the Town arising from such opening and such opening shall not affect the validity of the Bid/Proposal or the procurement.



Notwithstanding the Town's right to open a Bid/Proposal to ascertain the foregoing information, Bidder/Proposer assumes all risk of late delivery associated with the Bid/Proposer not being identified, packaged or labeled in accordance with the foregoing requirements.

All Bids/Proposals must be signed by a person authorized to commit the Bidder/Proposer to the terms of the Bid Documents and the content of the Bid (offer).

9. **LATE BIDS/PROPOSALS** For purposes of Bid openings held and conducted by the Purchasing Division, a Bid must be received in such place as may be designated in the Bid Documents or if no place is specified to the Town of North Hempstead, Purchasing Division, 220 Plandome Road, Manhasset, New York 11030, at or before the date and time established in the Bid Specifications for the Bid opening.

Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Town. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of the Town shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of the Director.

10. **BID/PROPOSAL CONTENTS** Bids/Proposals must be complete and legible. All Bids/proposals must be signed. All information required by the Bid Specifications must be supplied by the Bidder/Proposer on the forms or in the format specified. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Director or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid or Bidder's/Proposer's response portion of the Bid Document must be initialed by an authorized representative of the Bidder/Proposer. Bidders/Proposers are cautioned to verify their Bids/Proposals before submission, as amendments to Bids or requests for withdrawal of Bids/Proposals received by the Director after the time specified for the Bid opening/date of submission of RFP, may not be considered.

11. **EXTRANEOUS TERMS** Bids/Proposals must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Bid/Proposal non-responsive and may result in rejection of the Bid/Proposal.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract, but shall be deemed included for informational or promotional purposes only.

No extraneous term(s), whether or not deemed "material," shall be incorporated into a Contract or Purchase Order unless the Director expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

12. **CONFIDENTIAL/TRADE SECRET MATERIALS** Contractor confidential trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the Director to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

13. **RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of Bids may be submitted under the Freedom of Information Law.

14. **FREEDOM OF INFORMATION LAW** During the evaluation process, the content of each Bid will be held in confidence and details of any Bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the Bid contains any such trade secret or other confidential or proprietary information, it must be accompanied in the Bid with a written request to the Director to not disclose such information. Such request must state with particularity the reasons why the information should not be available for disclosure and must be provided at the time of submission of the Bid. Notations in the header, footer or watermark of the Bid Document will not be considered sufficient to constitute a request for non-disclosure of trade secret or other confidential or proprietary information. Where a Freedom of Information request is made for trademark or other confidential or proprietary information, the Director reserves the right to determine upon written notice to the Bidder whether such information qualifies for the exemption for disclosure under the law. Notwithstanding the above, where a Bid tabulation is prepared and Bids publicly opened, such Bid tabulation shall be available upon request.

15. **PREVAILING WAGE RATES - PUBLIC WORKS AND BUILDING SERVICES CONTRACTS** If any portion of work being Bid is subject to the prevailing wage rate provisions of the Labor Law, the following shall apply:

A. **"Public Works" and "Building Services" - Definitions**

i. **Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The Town, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

ii. **Building Services** Labor Law Article 9 applies to Contracts for building service work over \$1,500 with a public agency, that: (i) involve the care or maintenance of an existing building, or (ii) involve the transportation of office furniture or equipment to or from such building, or (iii) involve the transportation and delivery of fossil fuel to such building, and (iv) the principal purpose of which is to furnish services through use of building service employees.

B. **Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are annexed to the Bid Documents. Bidders must submit Bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Bidders may not submit Bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. Bids that fail to comply with this requirement will be disqualified.

C. **Wage Rate Payments / Changes During Contract Term.** The wages to be paid under any resulting Contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the Contract term that apply to the classes of individuals supplied by the Contractor on any projects resulting from this Contract, subject to the provisions of the Labor Law. Contractor is solely liable for and must pay such required prevailing wage adjustments during the Contract term as required by law.

D. **Public Posting and Certified Payroll Records** In compliance with Article 8, Section 220 of the New York State Labor Law:

i. **Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

ii. **Payroll Records** Contractors and Subcontractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the Contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

iii. **Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and Subcontractors on public works projects must submit monthly payroll transcripts to the Town that has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. Upon mutual agreement of the Contractor and the Authorized User, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor provided: (1) the Contractor/Subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the Contractor or Subcontractor attesting to the truth and accuracy of the records accompanies the disk. This provision does not apply to Article 9 of the Labor Law building services contracts.

iv. **Records Retention** Contractors and Subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

E. **Day's Labor** Eight hours shall constitute a legal day's work for all classes of employees in this state except those engaged in farm and domestic service unless otherwise provided by law.

No laborers, workmen or mechanics in the employ of the Contractor, Subcontractor or other person doing or contracting to do all or part of the work contemplated by the Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five calendar days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the New York State Commissioner of Labor for the preservation of the Contract site or for the protection of the life and limb of the persons using the Contract site.

## **16. APPRENTICESHIP TRAINING PROGRAMS PUBLIC WORKS AND BUILDING SERVICES CONTRACTS**

Any Bidder/Contractor entering into a Contract with the Town for public work or building services, or any sub-contractor entering into a sub-contract with a Contractor who has a Contract with the Town for public work or building services, shall submit verification that they have in-place or will participate in an apprenticeship training program appropriate for the type and nature of work to be performed which have been registered with and approved by the New York State Commission of Labor, pursuant to §816-b of the New York State Labor Law, any provision contained in §103 of the General Municipal Law to the Bidder/Contractor notwithstanding.

A sub-contractor entitled to receive less than \$20,000 from a Bidder/Contractor sub-contract is exempt from the requirement set forth herein.

## **17. TAXES**

A. Unless otherwise specified in the Bid Specifications or Contract, the quoted Bid price includes all taxes applicable to the transaction.

B. Purchases made by the Town are exempt from New York State sales and excise taxes. These taxes are not to be included in Bids. This exemption does not, however, apply to tools, machinery, equipment or other property, sold or leased to the Contractor or a subcontractor, or to materials and supplies of a kind which will not be incorporated into the completed Product, and the Contractor and his subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes, on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.

C. New York State Truck Mileage and Unemployment Insurance or Federal Social Security taxes remain the sole responsibility of the Bidder/Contractor, as no person, firm or corporation is exempt from paying them.

D. Pursuant to Revised Tax Law 5-a, Contractor will be required to furnish sales tax certification on its behalf and for its affiliates, and subcontractors for Contracts with a value greater than \$100,000 in accordance with provisions of the law.

## **18. PRODUCT REFERENCES**

A. **Trade Customs** There shall be no inferences to trade customs, terms, discounts or conditions on sale applicable, which are not specifically expressed in the specifications and proposals on which the award is based nor contrary to the State Finance Law.

B. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated.

Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Director's decision as to acceptance of the Product as equal shall be final.

C. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

19. **REMANUFACTURED, RECYCLED, RECYCLABLE OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled, recyclable or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Contractors are further encouraged to offer remanufactured Products to the maximum extent practicable without jeopardizing the performance or intended end use of the Product and unless such use is precluded due to health, welfare, safety requirements or by the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties" set forth below.

Items with recycled, recyclable, recovered, refurbished or remanufactured content must be identified in the Bid or Bidder will be deemed to be offering new Product.

20. **PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products that are manufactured or produced in public institutions will be rejected.

## 21. **PRICING**

A. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Director, such unit pricing is obviously erroneous.

B. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.

C. **"No Charge" Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Director.

D. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.

E. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Director.

F. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Director, shall be immediately reduced to the lower price. Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:

(i) GSA Changes: Where Town Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or

(ii) Commercial Price List Reductions: Where Town Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or

(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.

G. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order award for best and final pricing for the Product or service to be delivered to the Town. Contractors are encouraged to reduce their pricing upon receipt of such request.

## 22. **DRAWINGS**

A. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Director, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

i. **Standard Practices** In performing the services required under the Bid Specifications/Contract, the Bidder/Contractor shall follow and adhere to the following standard Town practices. The following practices may be supplemented or modified, in writing, by the Director.

a. All work shall be in charge of an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the Town.

b. Any and all reports shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as specified by the Town. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.

c. Any specifications shall: (i) Be of 8½" x 11" format; (ii) Be printed, and color coded, in accordance with standard Town practice; (d) Have a cover with content and format which shall conform to current Town practices.

d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current Town practice; (ii) Be signed and sealed by an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York on the title sheet; (iii) Be ink on mylar, or be an accurate photographic mylar reproduction of any work originally done in pencil; (iv) Be of the following size:

(a) 8½" x 11", or fold-out multiples thereof, if to be bound into the specifications book, subject to approval by the Director.

(b) A minimum of 22" x 36" to a maximum of 36" x 48" to be approved by the Director.

(c) CADD generated drawings shall be plotted on mylar reproducibles and the CADD files shall be additionally provided to the Town on disc in a format acceptable to the Town.

e. Notwithstanding any of these provisions, the Bidder/Contractor shall, in all cases, conform to any special requirements of other government agencies where such conformity is a required condition for funding, grant approval, or submission/approval of applications and the like.

**B. Ownership of Documents** All completed original tracings and the original master specification sheets shall constitute the property of the Town but may, during the course of the performance of the work required by the Bid Specification/Contract, remain in custody of the Contractor unless otherwise directed by the Director. In the event of any revisions in specifications or original drawings, the Contractor shall submit two revised copies to the Director.

**C. Surrender of Documents** Upon termination or completion of the Contract, the Contractor shall surrender, within fifteen (15) days to the Director (as applicable), all data, reports, maps, surveys, material specifications, contacts, budgets, salary schedules, time records, plans, tracings, sketches, charts, photographs and exhibits prepared, developed or kept in connection with or as a part of this project. This section does not apply to any records or documents pertaining to the operation of the Contractor's business. The Contractor may retain in its possession copies of those records or documents, which it considers necessary for proof of performance.

**D. Drawings Submitted During the Contract Term** Where the Contract require the Contractor to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall do so on an ongoing basis at no additional charge, and must, as a condition of payment, update drawings and plans during the Contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Town's representative and shall be in accordance with the requirements set forth in Section 22(A).

**E. Accuracy of Drawings Submitted** All drawings shall be neat and of professional quality and technical accuracy. The drawings shall coordinate all designs, drawings, specifications and other services furnished by the Bidder/Contractor under the Bid Specifications/Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services, unless otherwise agreed upon by the Director. Neither the Town's review, approval or acceptance of, nor payment for, the drawings under this contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to the Town in accordance with applicable law for all damages to the Town caused by the Contractor's negligent performance or breach of contract of any of the services furnished under the Contract. The rights and remedies of the Town provided for in the Contract are in addition to any other rights and remedies provided by law.

**F. Claims** In the event that any claim is made or any action brought in any way relating to the plans and specifications drawn by the Contractor, the Contractor will diligently render to the Town any and all assistance, which the Town may require of the Contractor at the Contractor's sole cost and expense. None of the above shall be deemed in any way a waiver of the Contractor's responsibility for the information provided by his (its) drawings, specifications and work.

**23. LABORATORY WORK** If any portion of work being Bid is subject to laboratory testing, the following shall apply:

A. Any and all testing work required under this Contract shall be subject to the approval of the Director prior to undertaking any such testing program.

B. The Director will determine if it is in the best interests of the Town to use the facilities of private testing laboratories or those of public agencies such as the Nassau County Department of Public Works, or a combination of both.

C. The Contractor shall review the testing results and shall state, in writing, that they are acceptable or unacceptable.

D. If private testing laboratories are used, the Contractor shall process the claims for payment and shall submit its certification that the amount of the claim is reasonable and proper.

**24. SITE INSPECTION** Where a site inspection is required by the Bid Specifications or Project Definition, Bidder shall be required to inspect the site, including environmental or other conditions for pre-existing deficiencies that may affect the installed Product, equipment, or environment or services to be provided and, which may affect Bidder's ability to properly deliver, install or otherwise provide the required Product. All inquiries regarding such conditions shall be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed. Bidder must provide a detailed explanation with its Bid if additional work is required under this clause in order to properly complete the delivery and installation of the required Product or provide the requested service.

**25. SAMPLES**

A. **Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Director and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Specifications.

B. **Bidder Supplied Samples** The Director reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of Bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidder's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Bid or Contract reference.

A sample may be held by the Director during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidder's expense and risk. Where the Bidder has failed to fully instruct the Director as to the return of the sample (*i.e.*, mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

C. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Director may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

D. **Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Director) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications.

If in the judgment of the Director the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Director may reject the Bid. If an award has been made, the Director may cancel the Contract at the expense of the Contractor.

E. **Testing** All samples are subject to tests in the manner and place designated by the Director, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

**SAMPLES MUST BE SUBMITTED IN STRICT ACCORDENCE WITH THIS SECTION. THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID FOR FAILURE TO COMPLY WITH THIS SECTION.**

### **BID EVALUATION**

**26. BID EVALUATION** The Director reserves the right to accept or reject any and all Bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the Town will be served. The Director, in his/her sole discretion, may accept or reject illegible, incomplete or vague Bids and his/her decision shall be final. A conditional or revocable Bid which clearly communicates the terms or limitations of acceptance may be considered, and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the offer.

**27. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a Bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

**28. CLARIFICATIONS / REVISIONS** Prior to award, the Director reserves the right to seek clarifications, request Bid revisions, or to request any information deemed necessary for proper evaluation of Bids from all Bidders deemed to be eligible for Contract award. Failure to provide requested information may result in rejection of the Bid.

**29. EQUIVALENT OR IDENTICAL BIDS** In the event that two or more Bidders submit substantially equivalent Bids as to pricing or other factors, the decision of the Director to award a Contract to one or more of such Bidders shall be final.

**30. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low Bid, the Director may consider any prompt payment discount in resolving Bids which are otherwise tied. However, any notation indicating that the price is net, (*e.g., net 30 days*), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except as otherwise permitted by law, may render the Bid non-responsive and may be cause for its rejection.

**31. PERFORMANCE AND RESPONSIBILITY QUALIFICATIONS** The Director reserves the right to investigate or inspect at any time whether or not the Product, services, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Specifications/Contract or as set forth during Contract negotiations. Contractor shall at all times during the Contract term remain responsible and responsive. If the Director determines that the conditions and terms of the Bid Documents, Bid Specifications or Contract are not complied with, or that items, services or Product proposed to be furnished do not meet the specified requirements, or that the legal authority, integrity experience, ability, prior performance, organization and financial capacity or facilities are not satisfactory, the Director may reject such Bid or terminate the Contract.

**32. QUANTITY CHANGES PRIOR TO AWARD** The Director reserves the right, at any time prior to the award of a specific quantity Contract, to alter in good faith the quantities listed in the Bid Specifications. In the event such right is exercised, the lowest responsible Bidder meeting Bid Specifications will be advised of the revised quantities and afforded an opportunity to extend or reduce its Bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its Bid price may result in the rejection of its Bid and the award of such Contract to the lowest responsible Bidder who accepts the revised qualifications.

**33. TIMEFRAME FOR OFFERS** The Director reserves the right to make awards within forty-five (45) days after opening of Bids, during which period, Bids must remain firm and cannot be withdrawn. Any Bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Director, be accepted or rejected.

### **TERMS & CONDITIONS**

**34. CONTRACT CREATION / EXECUTION** Subject to Award and upon receipt of all required approvals as set forth in the Bid Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon receipt of: (A) a fully executed Contract; or (B) a Purchase Order authorized by the Director.

**35. MODIFICATION OF CONTRACT TERMS** The terms and conditions set forth in the Contract shall govern all transactions by and between the Town and the Contractor under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Director and Contractor.

The Contractor may, however, offer more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Director by the Contractor at the time of such offer.

Other than where such terms are more advantageous for the Town than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the Town unless authorized by the Director. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of

standard pre-printed order forms, product literature, “shrink wrap” terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the Town’s subsequent acceptance of Product, or that the Town has subsequently processed such document for approval or payment.

**36. SCOPE CHANGES** The Director reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Director may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.

**37. ESTIMATED / SPECIFIC QUANTITY CONTRACTS** Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the Contract term. No guarantee of any quantity(s) is implied or given. The Town will neither be compelled to order any quantities of any item nor will it be limited to the quantity indicated for any item. The quantity to be ordered will be such as may actually be required, as determined by the Town. *The Town retains the absolute right to reject any Bid which expressly imposes a minimum order quantity or minimum dollar amount.* Purchases by the Town from Contracts for services and technology are voluntary.

**38. EMERGENCY CONTRACTS** In the event that a disaster emergency is declared by the Town, or it determines that an emergency exists requiring the prompt and immediate delivery of Product, the Town reserves the right to obtain such Product from any source, including but not limited to this Contract(s), as the Town in its sole discretion determines will meet the needs of such emergency. Contractor shall not be entitled to any claim or lost profits for Product procured from other sources pursuant to this paragraph.

**39. PURCHASE ORDERS** Unless otherwise authorized in writing by the Director, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Town. Unless terminated or cancelled pursuant to the authority vested in the Town, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address for receipt of orders set forth in the Contract or in the Award.

All Purchase Orders issued pursuant to Contracts let by the Director must bear the appropriate Contract number. As deemed necessary, the Town may confirm pricing and other Product information with the Contractor prior to placement of the Purchase Order. The Town reserves the right to require any other information from the Contractor which the Town deems necessary in order to complete any Purchase Order placed under the Contract. Should the Town add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within *five business days* of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Town, or fulfill the Purchase Order. Notwithstanding the above, the Town reserves the right to dispute any discrepancies arising from the presentation of additional terms and conditions with the Contractor.

**40. PRODUCT DELIVERY** Delivery must be made as ordered to the address specified in a schedule of locations as indicated on the Purchase Order and in accordance with the terms of the Contract. Unless otherwise specified in the Bid Documents/Bid Specifications, delivery shall be made within *thirty calendar days* after receipt of a Purchase Order by the Contractor.

The decision of the Director as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Director, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of time for delivery must be requested in writing by the Contractor and approved in writing by the Town. Failure to meet such delivery time schedule may be grounds for cancellation of the order or, in the Director’s discretion, the Contract.

The Town further reserves the absolute right to authorize the immediate purchase of the Product from other sources. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, may be deducted from the Contract quantities without penalty or liability to the Town. The Contractor shall promptly reimburse the Town for any excess cost incurred in replacing all or part of the Products which are the subject of the delay. The Contractor shall have no claim against the Town for the difference in cost where the cost of the purchase is less than that provided in the Contract.

**41. WEEKEND AND HOLIDAY DELIVERIES** Unless otherwise specified in the Bid Specifications or by the Town, deliveries will be scheduled for ordinary business hours, Monday through Friday (excluding legal holidays observed by the Town). Deliveries may be scheduled by mutual agreement for Saturdays, Sundays or legal holidays observed by the Town where the Product is for daily consumption, an emergency exists, the delivery is a replacement, delivery is late, or other reasonable circumstance in which event the convenience of the Town shall govern.

**42. SHIPPING/RECEIPT OF PRODUCT**

A. Packaging Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without any extra charges for packing materials, cases or other types of containers. The container shall become and remain the property of the Town unless otherwise specified in the Contract documents.

B. Shipping Charges Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be freight on board (F.O.B.) destination tailgate delivery at the Town or its designated location listed in the Contract or Purchase Order. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges shall not relieve the Contractor from responsibility for safe and proper delivery notwithstanding the Town’s payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states “charges prepaid” for all shipments.

C. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Town. Any losses resulting from the Contractor’s failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

**43. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Town until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a

reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Town personnel of the delivery or receipt of goods (*e.g., signed bill of lading*) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Director.

**44. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the Town. If shrinkage occurs which exceeds that normally allowable in the trade, the Town shall have the option to require delivery of the difference in quantity or to reduce the payment accordingly. Such option shall be exercised in writing by the Town.

**45. PRODUCT SUBSTITUTION** In the event a specified manufacturer's Product listed in the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause) a Product deemed in writing by the Director to be equal to or better than the specified Product must be substituted by the Contractor at no additional cost or expense to the Town. Unless otherwise specified, any substitution of Product prior to the Director's written approval may be cause for cancellation of Contract.

**46. REJECTED PRODUCT** When Product is rejected, it must be removed by the Contractor from the premises of the Town within ten calendar days of notification of rejection by the Town. Upon notification of rejection, risk of loss of rejected or non-conforming Product shall remain with Contractor. Rejected items not removed by the Contractor within ten calendar days of notification shall be regarded as abandoned by the Contractor, and the Town shall have the right to dispose of Product as its own property. The Contractor shall promptly reimburse the Town for any and all costs and expenses incurred in storage or effecting removal or disposition after the ten-calendar day period.

**47. INSTALLATION** Where installation is required, Contractor shall be responsible for placing and installing the Product in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects that would mar the appearance of the Product or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or place the Product in the proper location. The Contractor shall protect the Site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents.

If any alteration, dismantling or excavation, etc. is required to effect installation:

- A. The Contractor shall promptly restore the structure or site following alteration, dismantling or excavation, etc. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.
- B. Work shall be performed to cause the least inconvenience to the Town and with proper consideration for the rights of other Contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other Contractors.
- C. The Contractor shall be responsible for daily clean up of all wastes of every kind arising from all activity at the work site, including but not limited to dust, refuse, rubbish garbage, scrap metal, construction debris and packaging material, etc., so that the work site shall present a safe, neat, orderly and workmanlike appearance at all times.
- D. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed in accordance with all Federal, State and Local Laws and Regulations governing the disposal of materials, debris, rubbish and trash on or off the site. Each Contractor shall provide applicable certifications and affidavits of proper disposals as requested by the Town. Burying or burning of any material will not be permitted.
- E. The Contractor shall further be responsible for the removal and legal disposal of any other type of waste material resulting from this contract as well as for any and all costs associated with such proper and legal disposal of these materials. No separate payment will be made for this disposal. Any costs thereof shall be included within the unit price costs for the Contract Items.

**48. REPAIRED OR REPLACED PARTS / COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or parts or components of the Product under the Contract, the repaired, replaced or substituted Products shall be subject to all terms and conditions for new parts and components set forth in the Contract including Warranties, as set forth in the Additional Warranties Clause herein. Replaced or repaired Product or parts and components of such Product shall be new and shall, if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new Product standards may be permitted by the Town. Before installation, all proposed substitutes for the original manufacturer's installed parts or components must be approved by the Director. The part or component shall be equal to or of better quality than the original part or component being replaced.

**49. ON-SITE STORAGE** With the written approval of the Director, materials, equipment or supplies may be stored at the Site at the Contractor's sole risk.

**50. EMPLOYEES, SUBCONTRACTORS & AGENTS** All employees, sub-contractors or agents performing work under the Contract must be trained staff or technicians who meet or exceed the professional, technical and training qualifications set forth in the Bid Specifications or the Bid Documents, whichever is more restrictive, and must comply with all security and administrative requirements of the Town. The Director reserves the right to conduct a security background check or otherwise approve any employee, sub-contractor or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause based on, including but not limited to, professional, technical or training qualifications, quality of work or change in security status or non-compliance with Town's security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the Contract terms. The Director reserves the right to reject and/or bar from the facility for cause any employee, sub-contractor, or agents of the Contractor.

**51. ASSIGNMENT** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract without the prior written consent of the Town. Failure to obtain consent to assignment from the Town shall revoke and annul such Contract. Prior to a consent to assignment of a Contract, or portion thereof, becoming effective, the Contractor shall submit the request to assignment to the Director and seek written agreement from the Director. The Director reserves the right to reject any proposed assignee in his/her discretion.

**52. SUBCONTRACTORS AND SUPPLIERS** The Contractor shall advise the Director, in writing, as to the name and address of the proposed sub-contractor and the exact scope of the work the sub-contractor will perform. The Contractor shall not sub-contract with the sub-contractor until the Director has given written approval of the sub-contractor and the work to be performed. All work by sub-contractors shall be performed at no additional cost to the Town except as herein elsewhere stated in the Contract. All sub-contractors shall be required to furnish the Town with proof of insurance in the same manner and the amounts as required by the Contractor. All sub-contractors shall be required to comply with the applicable terms and conditions of the Contract.

The Director reserves the right to reject any proposed Subcontractor or supplier for bona fide business reasons, which may include, but are not limited to: they are on the New York State Department of Labor's list of companies with which New York State cannot do business; the Director determines that the company is not qualified; the Director determines that the company is not responsible; the company has previously provided unsatisfactory work or services; the company failed to solicit minority and women's business enterprises (M/WBE) Bidders as required by prior Contracts.

**53. PERFORMANCE / BID BOND** The Director reserves the right to require a Bidder or Contractor to furnish without additional cost, a performance, payment or Bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the Contract. Where required, such bond or other security shall be in the form prescribed by the Town Attorney of the Town of North Hempstead. Failure of the Contractor to furnish said surety within ten days from the date of request shall be sufficient cause to terminate the Contract and cancel a pending Purchase Order(s).

**54. SUSPENSION OF WORK** The Director, in his/her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, in the best interests of the Town. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction on Town spending, declaration of emergency, contract compliance issues or other such circumstances. Upon issuance of such notice, the Contractor is not to accept any Purchase Orders, and shall comply with the suspension order. Activity may resume at such time as the Director issues a formal written notice authorizing a resumption of performance under the Contract.

**55. TERMINATION**

A. **By written notice:** This Contract may be terminated at any time by the Town upon sixty (60) days written notice or other specified period without penalty or other early termination charges due. The Town will be responsible for payment of any portion of the Services completed prior to termination of the Contract and satisfactory to the Town's Comptroller. Such termination of the Contract shall not affect any project or Purchase Order that has been issued under the Contract prior to the date of such termination. Contractor shall use due diligence and provide any outstanding deliverables.

B. **For Violation of the Sections 139-j and 139-k of the State Finance Law:** The Director reserves the absolute right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Director may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

C. **For Violation of Revised Tax Law 5a:** The Director reserves the absolute right to terminate the contract in the event it is found that the certification filed by the Contractor in accordance with §5-a of the Tax Law is not timely filed during the term of the Contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Director may exercise its termination right by providing written notification to the Contractor.

D. **Contractor Assistance Upon Termination.** In connection with the termination or impending termination of the Contract, the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the Town to assist the Town in transitioning the Contractor's responsibilities under the Contract.

E. **Accounting Upon Termination.** Within thirty (30) days of the termination of the Contract, the Contractor shall provide the Town with a complete accounting up to the date of termination of all monies received from the Town, and shall immediately refund to the Town any unexpended balance remaining as of the time of termination.

F. **Reimbursement Upon Termination.** Payment to the Contractor following termination shall not exceed authorized expenditures made prior to termination, and may be suspended by the Town pending the Contractor's reasonable compliance with the terms and provisions of (D) and (E) above.

**56. SAVINGS/FORCE MAJEURE** A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, strikes, fires, explosions, actions of the elements, floods, or other similar causes beyond the control of the Contractor or the Director in the performance of the Contract which non-performance, by exercise of reasonable diligence, cannot be prevented. Contractor shall provide the Director with written notice of any force majeure occurrence as soon as the delay is known.

Neither the Contractor nor the Director shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Director to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

Notwithstanding the above, at the discretion of the Director where the delay or failure will significantly impair the value of the Contract to the Town, the Director may:

- A. Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to the Town with respect to Product subjected to allocation; and/or
- B. Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the Contract quantities without penalty or liability to the Town; or



C. Terminate the Contract or the portion thereof which is subject to delays, and thereby discharge any unexecuted portion of the Contract or the relative part thereof.

In addition, the Director reserves the right, in his/her sole discretion, to make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility in the marketplace affect pricing or the availability of supply. "Extreme and unforeseen volatility in the marketplace" is defined as market circumstances which meet the following criteria: (i) the volatility is due to causes outside the control of Contractor; (ii) the volatility affects the marketplace or industry, not just the particular Contract source of supply; (iii) the effect on pricing or availability of supply is substantial; and (iv) the volatility so affects Contractor's performance that continued performance of the Contract would result in a substantial loss.

#### **57. CONTRACT BILLINGS**

A. Contractor and the distributors/resellers designated by the Contractor, if any, shall provide complete and accurate billing invoices to the Town in order to receive payment. None of the Contract amount shall be paid by the Town except pursuant to timely filed claim forms containing documentation of the costs claimed following completion of all or a portion of the Product or services performed, all in form and substance satisfactory to the Town.

i. **Claim Forms, Claim Form Review and Approval.** Payments shall be made to the Contractor in arrears and shall be expressly contingent upon: (a) the Contractor submitting a claim form (the "Claim Form") in a form provided by the Town, that (i) states with reasonable specificity the Product or services provided and the payment requested as consideration for such Product or services; (ii) certifies that the sum sought is just, true and correct; that no part thereof has been paid except as stated, and that the balance is actually due and owing and that taxes from which the Town is exempt are excluded; and (iii) is accompanied by documentation satisfactory to the Town supporting the amount claimed, and review, approval and audit of the Claim Form by the Town.

ii. **Timing of Payment Claims.** The Contractor shall submit claims no more frequently than once a month and no later than three (3) months following the Town's receipt of the Product or services performed that are the subject of the claim. Any claims submitted in violation of this Section 55 shall not be due and payable by the Town.

iii. **No Duplication of Payments.** Payments for the Product shall not duplicate payments for any work performed or to be performed under any other agreements made between the Contractor and any funding source including the Town.

iv. **Release** The acceptance by the Contractor or any person claiming under the Contractor of any payment made on the final payment claim under this Contract shall operate on and shall be a release to the Town from all claims and liability to the Contractor, its successors, legal representatives and assigns, for any compensation or reimbursement for services rendered or work performed under or by the provisions of this Contract.

B. The Comptroller shall render payment for Town purchases, and such payment shall be made in accordance with ordinary Town procedures and practices.

C. Submission of a Claim Form and payment thereof shall not preclude the Director from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.

D. Contractor shall provide, upon request of the Director or the Comptroller, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Director or Comptroller and in a media commercially available from the Contractor.

**58. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

A. **Cover/Substitute Performance** In the event of Contractor's material breach, the Director may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Director is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Director may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Director, be deducted from the Contract quantity and payments due Contractor.

B. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Director. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

C. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Town promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Town in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.

D. **Substitute Equipment** Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the Town may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Town promptly by the Contractor or deducted by the Town from payments due or to become due the Contractor on the same or another transaction.

E. **Deduction/Credit** Sums due as a result of these remedies may be deducted or offset by the Town from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Town the amount of such claim or portion of the claim still outstanding, on demand. The Director reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc., which arise from the administration of the Contract.

**59. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance as defined by Section 875 of the Labor Law, shall provide the Town with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the Labor Law.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the Town.

**60. INDEPENDENT CONTRACTOR** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the Town by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Contractor shall not engage, on a full time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or Town except regularly retired employees, without the consent of the public employer of such person.

**61. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third-party, including but not limited to other Contractors or Subcontractors of the Town, as necessary to ensure delivery of Product or coordination of performance of services.

**62. ADDITIONAL WARRANTIES** Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to the Town. Contractor hereby warrants and represents:

- A. **Product Performance** Contractor warrants and represents that Products delivered pursuant to this Contract conform to the manufacturer's specifications, performance standards and documentation, and the documentation fully describes the proper procedure for using the Products.
- B. **Title and Ownership Warranty** Contractor warrants, represents and conveys (i) full ownership, clear title free of all liens, or (ii) the right to transfer or deliver perpetual license rights to any Products transferred to the Town under this Contract. Contractor shall be solely liable for any costs of acquisition associated therewith. Contractor fully indemnifies the Town for any loss, damages or actions arising from a breach of said warranty without limitation.
- C. **Contractor Compliance** Contractor represents and warrants to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Director that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for worker's compensation and/or disability benefits, and shall provide such proof as required by the Director. Failure to do so may constitute grounds for the Director to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Director.
- D. **Product Warranty** Unless recycled or recovered materials are available in accordance with the "Recycled or Recovered Materials" clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturer's recommendations and standard practice.

Contractor further warrants and represents that components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be substantially uninterrupted or error-free in operation and guaranteed against faulty material and workmanship for the warranty period, or for a minimum of one (1) year from the date of acceptance, whichever is longer ("Project warranty period"). During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Town. Contractor shall extend the Project warranty period for individual component(s), or for the Product as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").

Where Contractor, the Independent Software Vendor "ISV," or other third party manufacturer markets any Project Deliverable delivered by or through Contractor with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations during the project warranty and extended warranty period(s). Where such standard commercial warranty covers all or some of the Project warranty or extended warranty period(s), Contractor shall be responsible for the coordination during the Project warranty or extended warranty period(s) with ISV or other third party manufacturer(s) for warranty repair or replacement of ISV or other third party manufacturer's Product.

Where Contractor, ISV or other third party manufacturer markets any Project Deliverable with a standard commercial warranty which goes beyond the Project warranty or extended warranty period(s), Contractor shall notify the Town and pass through the manufacturer's standard commercial warranty to the Town at no additional charge; provided, however, that Contractor shall not be responsible for coordinating services under the third-party extended warranty after expiration of the Project warranty and extended warranty period(s).

E. **Replacement Parts Warranty** If during the regular or extended warranty period's faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective Product during the warranty period shall be borne solely by the Contractor, and the Town shall in no event be liable or responsible therefor.

Any part of component replaced by the Contractor under the Contract warranty shall be replaced at no cost to the Town and guaranteed for the greater of: (i) the warranty period under paragraph (D) above; or (ii) if a separate warranty for that part or component is generally offered by the manufacturer, the standard commercial warranty period offered by the manufacturer for the individual part or component.

F. **Virus Warranty** The Contractor represents and warrants that Licensed Software contains no known viruses. Contractor is not responsible for viruses introduced at Licensee's site.

G. **Date/Time Warranty** Contractor warrants that Product(s) furnished pursuant to this Contract shall, when used in accordance with the Product documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations. Where a Contractor proposes or an acquisition requires that specific Products must perform as a package or system, this warranty shall apply to the Products as a system.

This Date/Time Warranty shall survive beyond termination or expiration of this contract through: (i) ninety (90) days or (ii) the Contractor's or Product manufacturer/developer's stated date/time warranty term, whichever is longer. Nothing in this warranty statement shall be construed to limit any rights or remedies otherwise available under this Contract for breach of warranty.

H. **Workmanship Warranty** Contractor warrants that all components or deliverables specified and furnished by or through Contractor under the Project Definition/Work Order meet the completion criteria set forth in the Project Definition/Work Order and any subsequent statement(s) of work, and that services will be provided in a workmanlike manner in accordance with industry standards.

I. **Survival of Warranties** All warranties contained in this Contract shall survive the termination of this Contract.

**63. LEGAL COMPLIANCE** Contractor represents and warrants that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Director that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Director. Failure to comply or failure to provide proof may constitute grounds for the Director to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Director. Contractor also agrees to disclose information and provide affirmations and certifications to comply with the New York State Finance Law.

**64. COMPLIANCE WITH SECTIONS 139a AND 139b OF THE NEW YORK STATE FINANCE LAW**

The Contractor hereby agrees to the provisions of Sections 139a and 139b of the New York State Finance Law which require that upon the refusal of a person, when called before a grand jury, head of a State department, temporary State commission or other State agency, or the organized crime task force in the Department of Law, head of a Municipal Department or other Municipal Agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation, concerning any transaction or Contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

A. Such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with the Town or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal; and

B. Any and all Contracts made with the Town or any public department, agency or official thereof, since the effective date of this law, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be canceled or terminated by the Town without incurring any penalty or damages on account of such cancellation or termination, but any moneys owing, by the Town for goods delivered or work done prior to the cancellation or termination shall be paid.

**65. EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the provisions of Section 220-E of the Labor Law, the Bidder agrees as follows:

A. The Contractor shall comply with all Federal, State and local statutory and constitutional anti-discrimination provisions.

B. That in the hiring of employees for the performance under this Contract or any sub-contract hereunder, no Contractor, sub-contractor, nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color, national origin, sex, age, disability, marital status, or military status discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates under this Contract;

C. That the Town may deduct from the amount payable to the Contractor under this Contract a penalty of up to fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Contract; and

D. That this Contract may be cancelled or terminated by the Town, and all monies due, or to become due, hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the Contract.

E. The Contract shall be void unless Section 222 of the Labor Law, Sections 291 through 299 of the Executive Law and the Civil Rights Law are complied with. The Contractor will also comply with all findings and requests of the State Division of Human Rights.

**66. INSURANCE** The Contractor agrees to procure and maintain (A) Workers Compensation Insurance as required by the Laws of the State of New York, or proof that Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2); (B) Disability benefits insurance or proof that the Contractor is not required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law 220 (2); (C) Commercial General Liability Insurance (with completed operations, plus X.C.U. when applicable) with a minimum combined single limit (bodily injury/property damage) of Two Million Dollars (\$2,000,000); and (d) Automobile Liability Insurance in the amount specified on the Town of North Hempstead Insurance Certificate.

Said policies identified in subparagraphs (C) and (D) shall contain assurance of the existence of contractual coverage defending, indemnifying, and holding harmless the Town, and its employees, agents, and representatives from any and all loss and/or damage arising out of the performance of this Contract, and shall name the Indemnitees as additional insureds thereunder.

The Contractor's Additional Insurance shall be primary and fully exhausted in all circumstances prior to the Town's own insurance being utilized. Said contractual coverage shall be absolute and not dependent upon any question of the negligence of the Contractor (and its employees, agents, and except, however, that the Contractor shall not be held liable for an occurrence that results solely from the negligence of the Town).

The above insurance is to be with New York State admitted insurance carriers holding an "A" rating from AM Best Company or its equivalent. The Contractor is required to give the Town thirty (30) days advance written notice of termination, expiration or cancellation of any insurance coverage required hereunder.

**67. INDEMNIFICATION**

A. To the fullest extent permitted by law, the Contractor:

(i) shall be solely responsible for and shall indemnify and hold harmless the: Town and its officers, employees, agents and servants (the "Indemnified Parties") from and against any and all liabilities, all claims, suits, actions, damages and costs, expenses of every name and description (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or any of its officers, directors, employees, servants, agents or independent contractors taken pursuant to or authorized by the performance of this Contract ("Contractor Agents") or from any defective condition of the materials furnished it or supplied or contemplated to be furnished or supplied under this Contract regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same, except, however, that the Contractor shall not be held liable when an occurrence results solely from the negligence of the Town;

(ii) shall, upon the Town's demand and at the Town's direction, promptly and diligently defend, at the Contractor's sole own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties and the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith; and

(iii) shall, and shall cause the Contractor Agents to, cooperate with the Town in connection with the investigation, defense or prosecution of any action, suit or proceeding arising out of or in connection with this Contract.

(B) The obligations of the Contractor pursuant to Section 67(a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Contract.

(C) Nothing in this Section 65 or elsewhere in this Contract shall create or give to third parties any claim or right of action against the Town beyond that which legally exist regardless of the provisions of this Contract.

(D) The provisions of this Section shall survive the termination of this Contract.

**68. EXECUTORY UNDERSTANDING** Notwithstanding any other provision of this procurement or the resulting Contract or Purchase Order, the Town shall have no liability to any Person beyond funds appropriated or otherwise lawfully available for this Contract; and unless (A) all relevant and required Town approvals have been obtained, including, if required, approval by the Town Board, and (B) the Contract or Purchase Order has been executed by an authorized representative of the Town

**69. PARTICIPATION BY POLITICAL SUBDIVISIONS:**

Under New York General Municipal Law Section 103(16), any contract awarded under this bid (hereinafter, the "Contract") shall be made available to all other governmental entities in New York State. It is understood that the extension of the Contract to such other governmental entities is at the discretion of the Bidder and that the Bidder is not bound, by virtue of such contract, to any contract or agreement other than the Contract. All purchases or other orders made by another governmental entity will be placed by and be the responsibility of such governmental entity. Such governmental entity shall be billed by and make payment to the Bidder directly, with no involvement of the Town of North Hempstead. The Bidder and any governmental entity using the Contract understands and agrees that sole responsibility with regard to the performance of any work for another governmental entity and all terms and conditions of the Contract (including, but not limited to, payment), shall be assumed by the Bidder and such governmental entity and not by the Town of North Hempstead. In the event of a breach in the performance of any such work and any and all terms and conditions of the Contract (including, but not limited to, payment) by the Bidder or such governmental entity, the Town of North Hempstead specifically and expressly disclaims any liability for such breach. The Bidder and any governmental entity utilizing the Contract guarantees to the Town of North Hempstead that the Bidder shall not hold the Town of North Hempstead liable for any breach by another governmental entity in the performance of any provision of the Contract, for the payment of any amounts owed by such governmental entity or for any other matter associated with another governmental entity's use of the Contract. The Bidder and any governmental entity using the Contract shall hold the Town of North Hempstead, its officers, directors, employees, contractors and agents harmless from any liability that may be or is imposed by the failure of the Bidder or such governmental entity to perform in accordance with its obligations, covenants and terms and conditions of the Contract.

**70. CLEAN AIR ACT**

A. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**71. Federal Water Pollution Control Act**

A. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. The contractor agrees to report each violation to the Town and understands and agrees that the Town will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

C. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**72. Suspension and Debarment**

A. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

C. This certification is a material representation of fact relied upon by the Town. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Town, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**73. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**74. Application of Federal Laws and Rules; No Federal Obligations**

1. The contractor shall not use the Town or DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
2. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
3. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
4. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

## BIDDER'S QUALIFICATION STATEMENT

### INSTRUCTIONS:

The Bidder's Qualifications Statement Consists of the Following Documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and
5. Acknowledgement of Receipt of Addenda Form.
6. Debarment and Suspension Certification; and
7. Local Business Certification.
8. Byrd Anti-Lobbying Amendment Certification

Please complete **ALL EIGHT** forms and submit with the Bid/Proposal.

**THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE SIGNATURE OF A NOTARY PUBLIC.**

**STATEMENT OF UNDERSTANDING**

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
4. That he/she agrees to accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and
5. That **DELIVERY** to the destination stated in the Bid Documents will be made within 30 days after the receipt of the order.
6. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the Town of North Hempstead pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.
7. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.
8. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?  
 Yes             No

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title of Person Signing

Sworn to and subscribed on  
this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

## DISCLOSURE FORM

*The signatory of this questionnaire certifies under oath the truth and correctness of all statements and of all answers to interrogatories hereinafter made.*

### **Provide answers to each of the following and supporting documentation, where necessary:**

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.
  
2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.
  
3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.
  
4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.
  
5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, describe the circumstances in detail.
  
6. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):
  - (a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.



(b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

(c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

7. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

(a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.

(b) a letter of credit reference from a recognized bank or financial institution; or

(c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

**THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.**

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

\_\_\_\_\_  
(Signature, if Individual)

By: \_\_\_\_\_  
(Signature)

(Seal, if corporation)

Print Name: \_\_\_\_\_  
(Legal Business Name of Company/Partnership/Corporation)

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

**[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**

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

\_\_\_\_\_ being duly sworn, deposes and says, under penalty of perjury, that: a) \_\_\_\_\_ he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her 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, under penalty of perjury, that: a) he/she is a member of the partnership of \_\_\_\_\_, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or 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, under penalty of perjury, that: a) he/she is \_\_\_\_\_ of \_\_\_\_\_ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or 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.

-----**(Acknowledgement)**-----

\_\_\_\_\_ being duly sworn, deposes and says, under penalty of perjury, 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.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_.

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

My Director expires: \_\_\_\_\_

**NONCOLLUSIVE BIDDING CERTIFICATION**

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

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

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

|  |   |
|--|---|
| By: _____<br>Bidder's Signature  | _____<br>Date   |
| _____<br>Print Name  | _____<br>Title  |
| _____<br>Legal Name of Individual or Business Name of<br>Company/Partnership/Corporation | _____<br>Bidder's Federal Tax Identification # (Do Not Use SS#) |
| _____<br>Address   | _____<br>Email Address  |

**[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**



**INSURANCE CERTIFICATION**

**TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT**

**INSTRUCTIONS:**

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

*This form and all supporting documentation must be submitted with this Bid/Proposal even if said information is on-file with the Town in connection with another bid, project or contract.*

\_\_\_\_\_  
(Name and Address of Bidder)

Name of Bid: \_\_\_\_\_ Bid Number: \_\_\_\_\_

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Town of North Hempstead has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier (Commercial General Liability):  
\_\_\_\_\_

Policy Number(s):  
\_\_\_\_\_

(2) Worker's Compensation:

Insurance Carrier: \_\_\_\_\_ Policy Number(s): \_\_\_\_\_

(3) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

(4) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

***Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030***

Authorized Insurance Agent's Signature and Title:  
\_\_\_\_\_

Name, Insurance Affiliation and Address:  
\_\_\_\_\_

\_\_\_\_\_ Dated \_\_\_\_\_



**Debarment and Suspension Certification**

The Bidder/Offeror certifies to the best of his or her knowledge and belief, that:

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that at the time the bidder or offeror submits its proposal that neither it nor its principals are presently debarred or suspended by any Federal, state or local department or agency from participation in this or any similar transaction.

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

Authorized Representative Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Sworn to before this this \_\_\_\_\_

Day of \_\_\_\_\_, 2020

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

## **LOCAL BUSINESS PREFERENCE CERTIFICATION FORM**

### **ALL INFORMATION MUST BE PROVIDED**

A 5% Preference for Local Businesses (hereinafter, "Preference") may be available for this procurement. To qualify, an Offeror **MUST** complete and submit this Preference Certification Form **WITH ITS OFFER, BID OR PROPOSAL**.

If a Proposal is received without this Preference Certification Form and any required documentation attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied.

### **LOCAL BUSINESS PREFERENCE**

To qualify for the local business preference, the business must:

1. be physically located within the geographical boundaries of the County of Nassau (the "County"); and
2. such presence must have existed for at least a year, established by ownership or lease of premises that includes an operational office for conducting business or selling and/or manufacturing supplies, materials or equipment; and
3. the business must employ a minimum of two (2) full time employees in the County.

In the case of a two-party joint venture both entities must meet the pertinent test for a Local Business set forth above. In the case of joint venture with more than two parties at least a majority of the entities must meet the pertinent test for a Local Business set forth above.

### **CERTIFICATION**

The Preference Certification Form must include a physical location - **NOT** a post office box or other postal address.

**PREFERENCE CERTIFICATION FORM MUST BE COMPLETED BY PRINCIPAL OFFEROR.** This Preference Certification Form must be completed for the Principal Offeror, or one of the Principal Offerors if the Offeror is a joint venture or partnership, or by an individual authorized to sign for the Offeror.

Subcontractors of the Offeror shall not be used to qualify a Proposal for a preference and should not complete or submit the Form.

The total percentage of all preferences awarded shall not exceed ten percent (10%).

**ADDITIONAL DOCUMENTATION.** If requested, a business shall provide, within three (3) working days of receipt of the request, documentation to substantiate the information provided on the Preference Certification Form. The Director of Procurement shall determine the sufficiency of such documentation.

**NO PREFERENCES SHALL BE APPLIED IF THE PROCUREMENT IS SUBJECT TO GENERAL MUNICIPAL LAW 103, IF FEDERAL FUNDS ARE USED OR IF OTHERWISE INAPPLICABLE TO THIS PROCUREMENT.**



**TOWN OF NORTH HEMPSTEAD LOCAL BUSINESS CERTIFICATION**

I certify my company meets the following qualifications to be eligible for the local business preference:

1. the business is physically located within the geographical boundaries of the County of Nassau (the “County”); and
2. the business has been physically located in the County for at least a year, established by ownership or lease of premises that includes an operational office for conducting business or selling and/or manufacturing supplies, materials or equipment,
3. the business employs a minimum of two (2) full time employees in the County.

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

Address \_\_\_\_\_

---

Authorized Representative Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Sworn to before this this \_\_\_\_\_ Day of \_\_\_\_\_, 2020

\_\_\_\_\_

Notary Public

**Byrd Anti-Lobbying Amendment Certification**

The Offeror/Bidder certifies, by submitting this offer or bid, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Authorized Representative Name: \_\_\_\_\_

Signature of Authorized Representative: \_\_\_\_\_

Sworn to before this this \_\_\_\_\_

Day of \_\_\_\_\_, 2020

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



**Town of North Hempstead  
Authorization Agreement For  
Automated Clearing House Transactions  
(ACH Debits)**

| ACH Authorization                            |  |   |  |
|--|--|---|--|
| Individual /<br>Company Name:                |  | Date:                                     |  |
| Individual /<br>Company<br>Business Address: |  | Individual /<br>Company<br>Email Address: |  |

I (we) hereby authorize: Town of North Hempstead hereinafter called TOWN, to initiate debit entries and to initiate, if necessary and when authorized by COMPANY/INDIVIDUAL, credit entries and adjustments for any debit entries in error to my (our)

Checking  Savings account (**select one**) indicated below and the depository named below, hereinafter called DEPOSITORY, to debit and/or credit the same to such account.

| Bank Information                 |  |                            |  |
|----------------------------------|--|----------------------------|--|
| DEPOSITORY<br>NAME:              |  | Branch:<br>(if applicable) |  |
| City, State, ZIP:                |  |                            |  |
| Transit/ABA No:<br>("Routing #") |  | Account #:                 |  |

This authority is to remain in full force and effect until TOWN has received written notification from COMPANY/INDIVIDUAL of its termination in such time and in such manner as to afford TOWN and DEPOSITORY a reasonable opportunity to act on it.

**HOW TO COMPLETE THIS FORM**

1. Fill in all boxes above.
2. Sign and date the form.

**TIP** Call your financial institution to make sure they will accept direct deposits.

**TIP** Verify your account number and routing transit number with your financial institution

**TIP** Do not use a deposit slip to verify the routing number.

JOHN PUBLIC 1234  
 123 Main Street  
 Your Town, FL 12345 \_\_\_\_\_ 19 \_\_\_\_\_

PAY TO THE ORDER OF \_\_\_\_\_ \$ \_\_\_\_\_

Your Town Bank DOLLARS  
 Your Town, FL 12345

For \_\_\_\_\_

⑆250000005⑆ 123456789022⑆

NOTE: THE ACCOUNT AND ROUTING NUMBER MAY APPEAR IN DIFFERENT PLACES ON YOUR CHECK.

**Note: Two signatures/titles required; One signature must be either the Owner/Operator/Designated Official that is legally authorized to sign for Company/Individual and the second is for the Company/Individual's Designated Accounts Representative.**

Name(s)/Title:  
Please print \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact info. (Telephone Number)

Name(s)/Title:  
Please print \_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact info. (Telephone Number)

CHECK ONE: I am not currently participating in the Automated Payment Program.

ADD – Debit the account shown above.

I am currently participating in the Automated Payment Program.

CHANGE – Change financial institutions and/or account number.

| For Office Of Accounts Payable Use Only                     | Date Received |
|---|---------------|
| AP Reviewed and Approved:<br><br>Vendor Number:<br><br>Date |               |



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of North Hempstead  
Georgina Carr, Procurement Coordinator  
220 Plandome Road  
Manhasset NY 11030

Schedule Year 2020 through 2021  
Date Requested 10/29/2020  
PRC# 2020901160

Location Various  
Project ID#  
Occupation Type(s) Janitor, Porter, Cleaners, Elevator Operator

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The Schedule is effective from July 2020 through June 2021. All updates or corrections, are posted on the 1st business day of each month. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website, [www.labor.ny.gov](http://www.labor.ny.gov). Future copies of the annual determination are also available on the Department's 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 Article 9 Public Work Building Service 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 9 Public Work Building Service Contracts**

## **Introduction**

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

## **Responsibilities of the Public Agency**

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer (NOTE: The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city).

A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: 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 Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

## **Hours**

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

The Commissioner of Labor makes an annual determination of the prevailing rates, which is in effect from July 1st through June 30th of the following year. 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.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us). [www.labor.ny.gov](http://www.labor.ny.gov).

Upon receiving the original schedule, the Public 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.

## **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. Additionally, 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. Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

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, canceled 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.

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 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

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 Law, Article 9, Section 237).

## **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 contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public 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 Public 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 contract.

## **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, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.



NYS DOL Labor Law, Article 9, Section 231-7a, 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 NYS DOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYS DOL 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 NYS DOL 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 9 of the Labor Law) constitute a misdemeanor punishable by fine or imprisonment, 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 9, Section 239-1).

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 9, Section 239-2).

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 9, Section 239-3).

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 9, Section 239-4).

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

## **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of North Hempstead  
Georgina Carr, Procurement Coordinator  
220 Plandome Road  
Manhasset NY 11030

Schedule Year 2020 through 2021  
Date Requested 10/29/2020  
PRC# 2020901160

Location Various  
Project ID#  
Occupation Type(s) Janitor, Porter, Cleaners, Elevator Operator

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

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

### Contractor Information

All information must be supplied

|  |                      |            |
|--|----------------------|------------|
| Federal Employer Identification Number: _____      |                      |            |
| Name: _____  |                      |            |
| Address: _____<br>_____                            |                      |            |
| City: _____  | State: _____         | Zip: _____ |
| Amount of Contract: \$ _____                       | Occupation(s): _____ |            |
| Approximate Starting Date: _____ / _____ / _____   | _____                |            |
| Approximate Completion Date: _____ / _____ / _____ | _____                |            |

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



## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the classification(s) in which the worker was employed. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

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 Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); If a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

| 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 |

**Nassau County Article 9**

**Janitor, Porter, Cleaners, Elevator Operator 10/01/2020**

**JOB DESCRIPTION** Janitor, Porter, Cleaners, Elevator Operator **DISTRICT** 10

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

|                      | 07/01/2020 | 12/31/2020 | 12/31/2021 | 12/31/2022 |
|----------------------|------------|------------|------------|------------|
| Janitors/<br>Porters | \$ 14.00   | \$14.75    | \$15.50    | \$16.00    |

NOTE: Duct cleaning is broken down into two separate functions.

1. The Disassembly, re-assembly and modification of duct, which is covered under Article 8
2. The actual cleaning of the duct which is covered by Article 9

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Additional per hour:

|   | 07/01/2020 | 01/01/2021 | 01/01/2022 | 01/01/2023 |
|---|------------|------------|------------|------------|
| After 90 days:<br>Employees hired before 1/01/2005 who regularly work 24 or more hours per week and<br>employees hired after 1/01/2005 who regularly work 27.5 or more hours per week | \$ 7.47    | \$7.73     | \$8.01     | \$8.36     |
| All others after<br>90 days   | \$ 1.16    | \$1.18     | \$1.20     | \$1.21     |

**SICK DAYS**

10 days pay or 10 days off with pay. (After first year with employer)  
 This is based on 40 hrs a week, lesser hrs would be prorated.

**VACATION DAYS**

The following days off are after time with the employer,

|                        |         |              |
|------------------------|---------|--------------|
| 6 months with employer | 3 days  | off with pay |
| 1 yr - with employer   | 5 day   | *****        |
| 2 yrs- with employer   | 10 days | *****        |
| 5 yrs- with employer   | 15 days | *****        |
| 10 yr- with employer   | 20 days | *****        |
| 25 yr- with employer   | 25 days | *****        |

**PERSONAL DAYS**

All employees shall receive 2 personal days per year.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

Any holidays worked will be paid at time and one half plus the holiday pay

1 1/2 times regular pay on the sixth consecutive day of work

2 times regular pay on the seventh consecutive day of work

**HOLIDAY**

Paid: See (5, 6, 9, 10, 11, 12, 26) on HOLIDAY PAGE

If holiday falls on weekend the Monday or Friday are observed. If any work done on observed Holiday then Time and one half for work plus Holiday straight time is due.

## Overtime Codes

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

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

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



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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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



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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

Submitted By:

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

Date:

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

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

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**



Article 9

| AGENCY | Fiscal Officer | FEIN      | EMPLOYER NAME                             | EMPLOYER DBA NAME | ADDRESS  | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|-----------|---|-------------------|--|----------------------|--------------------|
| DOL    | DOL            | *****5530 | CFM SERVICE CORPORATION<br>INC            |                   | 225 MONTAUK HIGHWAY<br>SUITE 219MORICHES NY<br>11955 | 11/28/2012           | 04/15/2021         |
| DOL    | DOL            | *****5530 | CFM SERVICE CORPORATION<br>INC            |                   | 225 MONTAUK HIGHWAY<br>SUITE 219MORICHES NY<br>11955 | 11/28/2012           | 04/15/2021         |
| DOL    | DOL            |           | DENNIS DAN OGBEIDE                        |                   | P.O BOX 50028<br>BRONX NY 10458                      | 04/24/2018           | 04/24/2023         |
| DOL    | DOL            | *****5067 | DENOG PROTECTIVE<br>SECURITY SERVICES INC |                   | P. O BOX 50028<br>BRONX NY 10458                     | 04/24/2018           | 04/24/2023         |
| DOL    | NYC            |           | JOSEPH KLEINPETER                         |                   | 225 MONTAUK HIGHWAY<br>SUITE 219MORICHES NY<br>11955 | 04/15/2016           | 04/15/2021         |



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of North Hempstead  
Georgina Carr, Procurement Coordinator  
220 Plandome Road  
Manhasset NY 11030

Schedule Year 2020 through 2021  
Date Requested 10/29/2020  
PRC# 2020011094

Location Various  
Project ID#  
Project Type Air Duct, Boiler and Chimney Cleaning

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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





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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

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

## Hours

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

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

## Wages and Supplements

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

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

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

## Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of North Hempstead  
Georgina Carr, Procurement Coordinator  
220 Plandome Road  
Manhasset NY 11030

Schedule Year 2020 through 2021  
Date Requested 10/29/2020  
PRC# 2020011094

Location Various  
Project ID#  
Project Type Air Duct, Boiler and Chimney Cleaning

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



## **Social Security Numbers on Certified Payrolls:**

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

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

## **Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

## **Worker Notification: (Labor Law §220, paragraph a of subdivision 3-a)**

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



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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

#### **2. Background and Statutory References:**

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

#### **3. Procedures and Agency Responsibilities:**

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

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

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act**

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

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

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

**It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.**

**Employee Rights:** If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

**Independent Contractors:** If you are an independent contractor, **you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

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

- **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](mailto:dol.misclassified@labor.ny.gov). All complaints of fraud and violations are taken seriously. You can remain anonymous.**

**Employer Name:**

IA 999 (09/16)



# Attention Employees

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

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

Chapter 629 of the Labor Laws of 2007:

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

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

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

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

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

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



## Requirements for OSHA 10 Compliance

Article 8 §220-h requires that when the advertised specifications, for every contract for public work, is \$250,000.00 or more the contract must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors, required to be paid prevailing rates, receive such training "prior to the performing any work on the project."

### The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

## WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)



## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

#### Paid Holidays

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

#### Overtime

At a minimum, all work performed on a public work project in excess of eight hours in any one day or more than five days in any workweek is overtime. However, the specific overtime requirements for each trade or occupation on a public work project may differ. Specific overtime requirements for each trade or occupation are contained in the prevailing rate schedules.

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays.

The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is straight time for all hours worked, some classifications require the payment or provision of supplements, or a portion of the supplements, to be paid or provided at a premium rate for premium hours worked. Supplements may also be required to be paid or provided on paid holidays, regardless of whether the day is worked. The Overtime Codes and Notes listed on the particular wage classification will indicate these conditions as required.

#### Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website ([www.labor.ny.gov](http://www.labor.ny.gov)) for current wage rate information.

#### Apprentice Training Ratios

The following are the allowable ratios of registered Apprentices to Journey-workers.

For example, the ratio 1:1,1:3 indicates the allowable initial ratio is one Apprentice to one Journeyworker. The Journeyworker must be in place on the project before an Apprentice is allowed. Then three additional Journeyworkers are needed before a second Apprentice is allowed. The last ratio repeats indefinitely. Therefore, three more Journeyworkers must be present before a third Apprentice can be hired, and so on.

Please call Apprentice Training Central Office at (518) 457-6820 if you have any questions.

| Title (Trade)                                  | Ratio   |
|--|---------|
| Boilermaker (Construction)                     | 1:1,1:4 |
| Boilermaker (Shop)                             | 1:1,1:3 |
| Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder) | 1:1,1:4 |
| Carpenter (Residential)                        | 1:1,1:3 |
| Electrical (Outside) Lineman                   | 1:1,1:2 |
| Electrician (Inside)                           | 1:1,1:3 |
| Elevator/Escalator Construction & Modernizer   | 1:1,1:2 |
| Glazier  | 1:1,1:3 |
| Insulation & Asbestos Worker                   | 1:1,1:3 |
| Iron Worker                                    | 1:1,1:4 |
| Laborer  | 1:1,1:3 |
| Mason  | 1:1,1:4 |
| Millwright                                     | 1:1,1:4 |
| Op Engineer                                    | 1:1,1:5 |
| Painter  | 1:1,1:3 |
| Plumber & Steamfitter                          | 1:1,1:3 |
| Roofer   | 1:1,1:2 |
| Sheet Metal Worker                             | 1:1,1:3 |
| Sprinkler Fitter                               | 1:1,1:2 |

If you have any questions concerning the attached schedule or would like additional information, please contact the nearest BUREAU of PUBLIC WORK District Office or write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

| District Office Locations:             | Telephone #  | FAX #        |
|--|--------------|--------------|
| Bureau of Public Work - Albany         | 518-457-2744 | 518-485-0240 |
| Bureau of Public Work - Binghamton     | 607-721-8005 | 607-721-8004 |
| Bureau of Public Work - Buffalo        | 716-847-7159 | 716-847-7650 |
| Bureau of Public Work - Garden City    | 516-228-3915 | 516-794-3518 |
| Bureau of Public Work - Newburgh       | 845-568-5287 | 845-568-5332 |
| Bureau of Public Work - New York City  | 212-932-2419 | 212-775-3579 |
| Bureau of Public Work - Patchogue      | 631-687-4882 | 631-687-4902 |
| Bureau of Public Work - Rochester      | 585-258-4505 | 585-258-4708 |
| Bureau of Public Work - Syracuse       | 315-428-4056 | 315-428-4671 |
| Bureau of Public Work - Utica          | 315-793-2314 | 315-793-2514 |
| Bureau of Public Work - White Plains   | 914-997-9507 | 914-997-9523 |
| Bureau of Public Work - Central Office | 518-457-5589 | 518-485-1870 |

**Nassau County General Construction**

**Asbestos Worker** **10/01/2020**

**JOB DESCRIPTION** Asbestos Worker **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk

**WAGES**  
 Per Hour: 07/01/2020

Asbestos Worker \$ 44.00  
 Removal & Abatement Only\*

NOTE: \*On Mechanical Systems that are NOT to be SCRAPPED.

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 Asbestos Worker \$ 8.70  
 Removal & Abatement Only

**OVERTIME PAY**  
 See (B, B2, \*E, J) on OVERTIME PAGE  
 Hours worked on Saturdays are paid at time and one half only if forty hours have been worked during the week.

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8) on HOLIDAY PAGE

**REGISTERED APPRENTICES**  
 Apprentice Removal & Abatement Only:  
 1000 hour terms at the following percentage of Journeyman's rates.

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 78% | 80% | 83% | 89% |

**SUPPLEMENTAL BENEFIT**

Per Hour:  
 Apprentice Removal & Abatement \$ 8.70 4-12a - Removal Only

**Boilermaker** **10/01/2020**

**JOB DESCRIPTION** Boilermaker **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**  
 Per Hour: 07/01/2020 01/01/2021

Boilermaker \$ 61.24 \$63.38  
 Repairs & Renovations 61.24 63.38

**SUPPLEMENTAL BENEFITS**  
 Per Hour: 07/01/2020 01/01/2021  
 Boilermaker 32% of hourly 32% of hourly  
 Repair \$ Renovations Wage Paid Wage Paid  
 + \$ 25.35 + TBA

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

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

**OVERTIME PAY**  
 See (D, O) on OVERTIME PAGE  
 Repairs & Renovation see (B,E,Q)

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

NOTE: \*Employee must work in pay week to receive Holiday Pay.  
 \*\*Employee gets 4 times the hourly wage rate for working Labor Day.

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits Per Hour:

| Apprentice(s) | 07/01/2020<br>32% of Hourly<br>Wage Paid Plus<br>Amount Below | 01/01/2021<br>32% of Hourly<br>Wage Paid Plus<br>Amount Below |
|---------------|---|---|
| 1st Term      | \$ 19.38  | \$ TBA  |
| 2nd Term      | 20.24   | TBA   |
| 3rd Term      | 21.08   | TBA   |
| 4th Term      | 21.94   | TBA   |
| 5th Term      | 22.79   | TBA   |
| 6th Term      | 23.65   | TBA   |
| 7th Term      | 24.48   | TBA   |

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

4-5

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**Carpenter** **10/01/2020**

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**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2020

|             |          |
|-------------|----------|
| Piledriver  | \$ 55.93 |
| Dockbuilder | \$ 55.93 |

**SUPPLEMENTAL BENEFITS**

Per hour:

|               |          |
|---------------|----------|
| Journeyworker | \$ 52.44 |
|---------------|----------|

**OVERTIME PAY**

See (B, E2, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wages per hour

(1)year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st     | 2nd     | 3rd     | 4th     |
| \$22.37 | \$27.97 | \$36.35 | \$44.74 |

Supplemental benefits per hour:

|            |          |
|------------|----------|
| All Terms: | \$ 34.34 |
|------------|----------|

8-1556 Db

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**Carpenter** **10/01/2020**

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**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 54.00

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

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 46.99

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

Paid for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wage per hour - (1) year terms:

|  | 1st     | 2nd     | 3rd     | 4th     |
|--|---------|---------|---------|---------|
|  | \$24.20 | \$27.20 | \$31.45 | \$39.33 |

Supplemental benefits per hour:

|  | 1st     | 2nd     | 3rd     | 4th     |
|--|---------|---------|---------|---------|
|  | \$16.06 | \$17.56 | \$21.16 | \$23.16 |

8-2287

**Carpenter**

**10/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2020

Marine Construction:

Marine Diver \$ 70.80

Marine Tender 50.34

**SUPPLEMENTAL BENEFITS**

Per Hour: Journeyworker \$ 52.34

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (18, 19) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms.

|          |          |
|----------|----------|
| 1st year | \$ 22.37 |
| 2nd year | 27.97    |
| 3rd year | 36.35    |
| 4th year | 44.74    |

Supplemental Benefits  
Per Hour:

All terms \$ 34.34

8-1456MC

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**Carpenter**

**10/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2020

Building

Millwright \$ 55.70

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 54.16

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms:

| 1st.    | 2nd.    | 3rd.    | 4th.    |
|---------|---------|---------|---------|
| \$29.99 | \$35.44 | \$40.89 | \$51.79 |

Supplemental benefits per hour:

One (1) year terms:

| 1st.    | 2nd.    | 3rd.    | 4th.    |
|---------|---------|---------|---------|
| \$34.79 | \$38.49 | \$42.84 | \$49.60 |

8-740.1

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**Carpenter**

**10/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2020

Timberman

\$ 51.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2020

\$ 51.79

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

**REGISTERED APPRENTICES**

Wages per hour:

One ( 1 ) year terms:

|  |         |         |         |         |
|--|---------|---------|---------|---------|
|  | 1st     | 2nd     | 3rd     | 4th     |
|  | \$20.42 | \$25.53 | \$33.18 | \$40.84 |

Supplemental benefits per hour:

All terms \$ 34.07

8-1556 Tm

**Carpenter**

**10/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

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

**WAGES**

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

Core Drilling: Additional  
 Driller \$ 41.19 \$ 2.00

Driller Helper 32.62

Note: Hazardous Waste Pay Differential:

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

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

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

Note: When required to work on water: an additional \$ 0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour: 07/01/2020

Driller and Helper \$ 27.95

**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**

**10/01/2020**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Nassau: That portion of the county that lies west of Seaford Creek and south of the Southern State Parkway.

**WAGES**

Per hour: 07/01/2020

Show Exhibit \$ 54.50  
 Bldg. Carpenter 54.00\*

\* Not applicable in Putnam County

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Show Exhibit \$ 51.23  
 Bldg. Carpenter 46.73

**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**

Wages per hour: Show Exhibit

(1) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st.    | 2nd.    | 3rd.    | 4th.    |
| \$21.80 | \$27.25 | \$35.43 | \$43.60 |

Supplemental benefits per hour:

All terms \$ 33.79

Wages per hour: Bldg. Carpenter

(1) year terms:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st     | 2nd     | 3rd     | 4th     |
| \$19.20 | \$22.20 | \$26.45 | \$34.33 |

Supplemental benefits per hour:

|         |         |         |         |
|---------|---------|---------|---------|
| 1st     | 2nd     | 3rd     | 4th     |
| \$15.80 | \$17.30 | \$20.90 | \$22.90 |

8-EXHIB

**Carpenter - Building / Heavy&Highway**

**10/01/2020**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2020

Carpenter

(Building) \$ 49.89

Carpenter

(Heavy Highway) \$ 49.89

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

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Both Carpenter

Categories \$ 33.10

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following:

Per Hour:

|     |     |     |     |     |
|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th |
|-----|-----|-----|-----|-----|



\$ 23.85      \$ 28.00      \$ 30.08      \$ 32.16      \$ 36.32

Supplemental Benefits  
 Per Hour:

All Terms:                      \$ 18.45

4-Reg.Council Nass/Suff

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**Carpenter - Building High Rise Concrete Form Work** **10/01/2020**

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**JOB DESCRIPTION** Carpenter - Building High Rise Concrete Form Work **DISTRICT 8**

**ENTIRE COUNTIES**  
 Bronx, Kings, New York, Queens, Richmond

**PARTIAL COUNTIES**  
 Nassau: Work performed beginning at the Intersection of the City Line & North Shore of Long Island, then running Southerly to the Southern State Pkwy, then East to Seaford Creek in Nassau County, then South to Atlantic Ocean, then West to Southern tip of Richmond County

**WAGES**  
 Per hour:    07/01/2020  
 Building High Rise:

Concrete Carpenter A                              \$ 50.78  
 Concrete Carpenter B\*                            \$ 40.19

\*NOTE: Tier B work excludes erection of decking, perimeter debris netting, leading edge work, self & climbing form systems and the installation of cocoon systems.

**SUPPLEMENTAL BENEFITS**  
 Per hour:  
 Concrete Carpenter A                              \$ 43.29  
 Concrete Carpenter B                              \$ 16.60

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

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

**REGISTERED APPRENTICES**  
 Wage per hour:

One (1) year terms:

|                                |                 |                 |                 |                 |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|
| Concrete Carpenter Apprentices | 1st<br>\$ 17.52 | 2nd<br>\$ 23.95 | 3rd<br>\$ 30.53 | 4th<br>\$ 38.15 |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|

Supplemental benefits per hour:

|                                |                 |                 |                 |                 |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|
| Concrete Carpenter Apprentices | 1st<br>\$ 16.15 | 2nd<br>\$ 16.28 | 3rd<br>\$ 16.41 | 4th<br>\$ 16.56 |
|--------------------------------|-----------------|-----------------|-----------------|-----------------|

8-NYC Bldg/212

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**Carpenter - Heavy&Highway** **10/01/2020**

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**JOB DESCRIPTION** Carpenter - Heavy&Highway **DISTRICT 8**

**ENTIRE COUNTIES**  
 Bronx, Kings, New York, Queens, Richmond

**PARTIAL COUNTIES**  
 Nassau: That portion of the county that lies West of Seaford Creek and South of the Southern State Parkway.

**WAGES**  
 Per hour:    07/01/2020

Heavy&Highway Carpenter                      \$ 55.93

**SUPPLEMENTAL BENEFITS**  
 Per hour worked:

Heavy & Highway  
 Carpenter \$ 52.34

**OVERTIME PAY**

See (B, E2, Q) on OVERTIME PAGE

**HOLIDAY**

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

Paid : for 1st & 2nd yr  
 Apprentices See (5, 6, 11, 13, 25)

**REGISTERED APPRENTICES**

Wage per hour:

One (1) year terms:

|                 | 1st      | 2nd      | 3rd      | 4th      |
|-----------------|----------|----------|----------|----------|
| Heavy & Highway | \$ 22.37 | \$ 27.97 | \$ 36.35 | \$ 44.74 |

Supplemental Benefits:

Per Hour:

All terms \$ 34.34

8-NYC H/H

**Electrician**

**10/01/2020**

**JOB DESCRIPTION** Electrician

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2020 09/26/2020

Electrician  
 Electrical Maintenance \$ 44.12 \$ 44.54

Traffic Signal \$ 45.05 \$ 45.50

**"PLEASE NOTE"**

Applicable to "EXISTING ELECTRICAL SYSTEMS" including, but not limited to TRAFFIC SIGNALS & STREET LIGHTING. Not used for add-ons.

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Electrician 12% of Hourly Wage Paid + \$18.60 12% of Hourly Wage Paid + \$19.50

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

**OVERTIME PAY**

See (B, E2, K, P) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One(1) Year Term(s) at the following Percentage of Journeyman(s) Wage:

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

Supplemental Benefits:

|     | 07/01/2020    | 09/26/2020    |
|-----|---------------|---------------|
| 1st | 3% + \$3.65   | 3% + \$3.65   |
| 2nd | 8% + \$4.19   | 8% + \$4.19   |
| 3rd | 9% + \$5.20   | 9% + \$5.20   |
| 4th | 10% + \$ 6.96 | 10% + \$ 6.96 |
| 5th | 11% + \$10.91 | 11% + \$10.91 |
| 6th | 12% + \$14.01 | 12% + \$14.01 |

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

4-25m

**Electrician** **10/01/2020**

**JOB DESCRIPTION** Electrician **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

| Per Hour:                 | 07/01/2020 | 3/28/2021 |
|---------------------------|------------|-----------|
| Tree Trimmer/Remover      |            |           |
| Line Clearance Specialist | \$ 35.75   | \$ 36.82  |
| Groundman*                | \$21.45    | \$ 22.09  |

These rates apply to all tree trimming/removal contracts including but not limited to "Electrical Line Clearance"/"Long Island Railroad Right of Ways".

For Building Construction or Road/Highway Construction Contracts, Heavy & Highway Laborer and Operating Engineer classifications Apply.

\* Note: Groundman Classification not to exceed 20% of the company(s) workforce on Project. Please contact local office for clarification.

**SUPPLEMENTAL BENEFITS**

| Per Hour:                               | 07/01/2020          | 3/28/2021           |
|---|---------------------|---------------------|
| Tree Trimmer                            | 20.50% of Hourly    | 20.50% of Hourly    |
| Line Clearance Specialist and Groundman | Wage Paid + \$11.07 | Wage Paid + \$11.57 |

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

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 16, 23, 24, 25, 26) on HOLIDAY PAGE

4-1049/Tree

**Electrician** **10/01/2020**

**JOB DESCRIPTION** Electrician **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

| Per Hour:           | 07/01/2020 | 04/25/2021 |
|---------------------|------------|------------|
| Electrician/Wireman | \$ 54.00   | \$ 55.00   |
| HVAC Controls       | 54.00      | 55.00      |
| Fire Alarms         | 54.00      | 55.00      |

**SUPPLEMENTAL BENEFITS**

| Per Hour:                            | 07/01/2020              | 04/25/2021              |
|--------------------------------------|-------------------------|-------------------------|
| Electrician/Wireman (all categories) | 16% of Hourly Wage Paid | 16% of Hourly Wage Paid |



|     |                             |
|-----|-----------------------------|
| 1st | 13% of *Wage paid + \$5.40  |
| 2nd | 16% of *Wage paid + \$5.90  |
| 3rd | 16% of *Wage paid + \$6.15  |
| 4th | 16% of *Wage paid + \$6.50  |
| 5th | 16% of *Wage paid + \$18.22 |
| 6th | 16% of *Wage paid + \$19.16 |

\*Wage Paid includes any and all Premiums

4-25 Pump & Tank

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**Electrician** **10/01/2020**

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**JOB DESCRIPTION** Electrician

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

|  |            |
|--|------------|
| Per Hour:  | 07/01/2020 |
| Telephone and<br>Intergrated Tele-Data<br>System Electrician | \$ 38.18   |

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                          |   |
|--------------------------|---|
| Tele-Data<br>Electrician | 16% of<br>Hourly Wage<br>Paid + \$19.85 |
|--------------------------|---|

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

**OVERTIME PAY**

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

**HOLIDAY**

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

4-25tela

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**Electrician Lineman** **10/01/2020**

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**JOB DESCRIPTION** Electrician Lineman

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Queens, Suffolk

**WAGES**

|  |            |
|--|------------|
| For Utility Distribution & Transmission Line Construction: |            |
| Per Hour:  | 07/01/2020 |
| Lineman/Splicer  | \$ 57.41   |
| Material Man   | 49.95      |
| Heavy Equip. Operator                                      | 45.93      |
| Groundman  | 34.45      |
| Flagman  | 25.83      |

For Natural Gasline Construction:

|                      |            |
|----------------------|------------|
| Per Hour:            | 07/01/2020 |
| Journeyman U.G.Mech. | \$ 50.10   |

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Utility Distribution & Transmission Line Construction:

07/01/2020

All Classifications 32% of Hourly  
 Wage Paid +  
 \$ 13.09

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

Natural Gasline Construction:

Per Hour: 07/01/2020

Journeyman U.G.Mech. 28% of Hourly  
 Wage Paid +  
 \$14.60

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

OVERTIME for Natural Gas Mechanic:(B,G,P)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE

Same as Above for Natural Gas Mechanic.

**REGISTERED APPRENTICES**

1000 hour Terms at the following Percentage of Journeyman's Wage.  
 (Lineman Only)

|     |     |     |     |     |     |     |
|-----|-----|-----|-----|-----|-----|-----|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th |
| 60% | 65% | 70% | 75% | 80% | 85% | 90% |

SUPPLEMENTAL BENEFIT: 07/01/2020

All Terms 31% of Hourly  
 Wage Paid +  
 \$13.09

4-1049 Line/Gas

**Elevator Constructor**

**10/01/2020**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per hour:

|            |            |
|------------|------------|
| 07/01/2019 | 03/17/2021 |
|------------|------------|

|                      |          |          |
|----------------------|----------|----------|
| Elevator Constructor | \$ 69.56 | \$ 72.29 |
|----------------------|----------|----------|

|                                   |          |          |
|-----------------------------------|----------|----------|
| Modernization &<br>Service/Repair | \$ 54.56 | \$ 56.77 |
|-----------------------------------|----------|----------|

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                      |          |          |
|----------------------|----------|----------|
| Elevator Constructor | \$ 41.92 | \$ 42.92 |
|----------------------|----------|----------|

|                                    |          |          |
|------------------------------------|----------|----------|
| Modernization &<br>Service/Repairs | \$ 40.86 | \$ 41.82 |
|------------------------------------|----------|----------|

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

**WAGES PER HOUR:**

\*Note: 1st Term is based on Average wage of Constructor & Modernization.  
 Terms 2 thru 4 Based on Journeymans wage of classification Working in.

**1 YEAR TERMS:**

|           |          |          |          |
|-----------|----------|----------|----------|
| 1st Term* | 2nd Term | 3rd Term | 4th Term |
| 50%       | 55%      | 65%      | 75%      |

**SUPPLEMENTAL BENEFITS**

**Elevator Constructor**

|          |          |          |
|----------|----------|----------|
| 1st Term | \$ 33.38 | \$ 34.05 |
| 2nd Term | 34.20    | 34.91    |
| 3rd Term | 35.55    | 36.30    |
| 4th Term | 36.89    | 37.70    |

**Modernization & Service/Repair**

|          |          |          |
|----------|----------|----------|
| 1st Term | \$ 33.33 | \$ 34.00 |
| 2nd Term | 33.82    | 34.50    |
| 3rd Term | 35.09    | 35.83    |
| 4th Term | 36.36    | 37.15    |

4-1

**Glazier**

**10/01/2020**

**JOB DESCRIPTION** Glazier

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

|                             |           |            |
|-----------------------------|-----------|------------|
| Per hour:                   | 7/01/2020 | 5/31/2021  |
|                             |           | Additional |
| Glazier                     | \$ 57.55  | \$ 2.00    |
| *Scaffolding                | 58.55     |            |
| Glass Tinting & Window Film | 29.17     |            |
| **Repair & Maintenance      | 29.17     |            |

\*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

\*\*Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

**SUPPLEMENTAL BENEFITS**

|                             |           |
|-----------------------------|-----------|
| Per hour:                   | 7/01/2020 |
| Journeyworker               | \$ 34.59  |
| Glass tinting & Window Film | 20.29     |
| Repair & Maintenance        | 20.29     |

**OVERTIME PAY**

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)

Overtime: See(5, 6, 16, 25)

**REGISTERED APPRENTICES**

Wage per hour:

(1) year terms at the following wage rates:

7/01/2020

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

Supplemental Benefits:

(Per hour)

|          |          |
|----------|----------|
| 1st term | \$ 16.16 |
| 2nd term | 22.76    |
| 3rd term | 25.16    |
| 4th term | 29.73    |

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**10/01/2020**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2020

|              |          |
|--------------|----------|
| Insulators   |          |
| Heat & Frost | \$ 69.01 |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|              |          |
|--------------|----------|
| Insulators   | \$ 34.16 |
| Heat & Frost |          |

**OVERTIME PAY**

See (\*C, \*\*O, V) on OVERTIME PAGE

\* 8th Hour paid at time and one half

\*\* Triple time for Labor Day (If worked)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages:

1 year terms Per Hour:

Hired prior to 8/21/2017

|          | 1st     | 2nd     | 3rd     | 4th     |
|----------|---------|---------|---------|---------|
| 7/1/2020 | \$27.14 | \$33.93 | \$41.40 | \$51.76 |

Hired after 8/21/2017

|          |         |         |         |         |
|----------|---------|---------|---------|---------|
| 7/1/2020 | \$24.16 | \$31.06 | \$37.95 | \$44.85 |
|----------|---------|---------|---------|---------|

Supplemental Benefits:

Hired prior to 8/21/2017

|          |         |         |         |         |
|----------|---------|---------|---------|---------|
| 7/1/2020 | \$13.62 | \$17.03 | \$20.54 | \$25.62 |
|----------|---------|---------|---------|---------|

Hired after 8/21/2017

|          |         |         |         |         |
|----------|---------|---------|---------|---------|
| 7/1/2020 | \$11.96 | \$15.37 | \$18.79 | \$22.24 |
|----------|---------|---------|---------|---------|

4-12

**Ironworker**

**10/01/2020**

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**



|                   |            |            |
|-------------------|------------|------------|
| Per Hour:         | 07/01/2020 | 01/01/2021 |
|                   |            | Additional |
| Ironworker Rigger | \$ 67.13   | \$ 1.36    |

Ironworker Stone  
 Derrickman \$ 67.13

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 40.94

**OVERTIME PAY**

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

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

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

**HOLIDAY**

Paid: See (18) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wage per hour:

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

|            | 1st     | 2nd     | 3rd     | 4th     |
|------------|---------|---------|---------|---------|
| 07/01/2020 | \$33.12 | \$47.19 | \$52.50 | \$57.82 |

Supplemental benefits:

|           |         |         |         |         |
|-----------|---------|---------|---------|---------|
| Per hour: | \$20.93 | \$31.23 | \$31.23 | \$31.23 |
|-----------|---------|---------|---------|---------|

9-197D/R

**Ironworker**

**10/01/2020**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|                  |            |            |
|------------------|------------|------------|
| Per Hour:        | 07/01/2020 | 01/01/2021 |
|                  |            | Additional |
| Ornamental       | \$ 45.65   | \$ 1.25    |
| Chain Link Fence | 45.65      |            |
| Guide Rail       | 45.65      |            |

**SUPPLEMENTAL BENEFITS**

Per hour:  
 Journeyworker: \$ 58.05

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Apprentices hired before 8/31/2018:

(1/2) year terms at the following percentage of Journeyman's wage.

|          |     |
|----------|-----|
| 5th Term | 80% |
|----------|-----|

Supplemental Benefits per hour:

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

Apprentices Hired after 9/1/18:

1 year terms

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

Supplemental Benefits per hour:

|          |          |
|----------|----------|
| 1st Term | \$ 17.61 |
| 2nd Term | 18.86    |

3rd Term 52.58  
 4th Term TBD

4-580-Or

**Ironworker** **10/01/2020**

**JOB DESCRIPTION** Ironworker **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**  
 PER HOUR:

|  |            |            |
|--|------------|------------|
|  | 07/01/2020 | 01/01/2021 |
|--|------------|------------|

|             |          |            |
|-------------|----------|------------|
| Ironworker: |          | Additional |
| Structural  | \$ 52.70 | \$1.75/Hr. |
| Bridges     |          |            |
| Machinery   |          |            |

**SUPPLEMENTAL BENEFITS**  
 PER HOUR:

|            |          |  |
|------------|----------|--|
| Journeyman | \$ 81.35 |  |
|------------|----------|--|

**OVERTIME PAY**  
 See (B, B1, Q) on OVERTIME PAGE

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

**REGISTERED APPRENTICES**  
 WAGES PER HOUR:

6 month terms at the following rate:

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

Supplemental Benefits  
 PER HOUR:

|           |         |  |
|-----------|---------|--|
| All Terms | \$56.15 |  |
|-----------|---------|--|

4-40/361-Str

**Ironworker** **10/01/2020**

**JOB DESCRIPTION** Ironworker **DISTRICT 4**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**PARTIAL COUNTIES**  
 Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

**WAGES**  
 Per hour: 07/01/2020

|                             |                          |  |
|-----------------------------|--------------------------|--|
| Reinforcing & Metal Lathing | \$ 56.25                 |  |
| "Base" Wage                 | \$ 54.70<br>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:

Wages Per Hour:

|          |          |          |          |
|----------|----------|----------|----------|
| 1st term | 2nd term | 3rd term | 4th Term |
| \$ 22.55 | \$ 28.38 | \$ 34.68 | \$ 37.18 |

**SUPPLEMENTAL BENEFITS**

Per Hour:

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

4-46Reinf

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**Laborer - Building** **10/01/2020**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2020

Building Laborer \$ 40.80

Asbestos Abatement Workers 38.05  
 (Re-Roofing Removal see Roofer)

**SUPPLEMENTAL BENEFITS**

Per Hour:

Building Laborer \$ 30.40  
 Asbestos Abatement Worker 17.75

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE  
 See also(H)for Fire Watch on OVERTIME PAGE  
 Asbestos Worker See (B, H)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 25) on HOLIDAY PAGE  
 Asbestos Worker see (5,6,8 & 28)

**REGISTERED APPRENTICES**

Regular Hours Work Terms

Term #1 1 hr to 1000hrs  
 Term #2 1001hrs to 2000hrs  
 Term #3 2001hrs to 3000hrs  
 Term #4 3001hrs to 4000hrs

Wages per hour:

|          |          |
|----------|----------|
| 1st Term | \$ 17.75 |
| 2nd Term | 21.75    |
| 3rd Term | 26.80    |
| 4th Term | 31.40    |

Benifits per hour

|          |          |
|----------|----------|
| 1st Term | \$ 20.75 |
| 2nd Term | 22.69    |
| 3rd Term | 22.69    |
| 4th Term | 22.69    |

**Laborer - Heavy&Highway** **10/01/2020**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

**WAGES PER HOUR:**

|                 | 07/01/2020 | 06/01/2021 |
|-----------------|------------|------------|
| GROUP # 1       |            |            |
| Total Wage Paid | \$ 54.66   | Additional |
| "Base Wage"     | 47.06      | \$ 3.50    |
| GROUP # 2       |            |            |
| Total Wage Paid | \$ 53.25   | Additional |
| "Base Wage"     | 45.65      | \$ 3.44    |
| GROUP # 3       |            |            |
| Total Wage Paid | \$ 48.95   | Additional |
| "Base Wage"     | 41.35      | \$ 3.27    |

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$7.60 is difference between "Base" and "Total".  
 Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.  
 Hazardous Material Work add an Additional 10% of base wage.

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL GROUPS \$ 32.45

After Forty (40)paid hours in a work week

OVERTIME PAY \$ 20.30

**OVERTIME PAY**

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY

Example Group# 3: \$41.35 X Time and One Half = \$62.02 + \$7.60 = \$69.62

**HOLIDAY**

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hour(s) Terms at the following Percentage of the "Base Wage" except  
 4th Term calculate at Total Wage Paid.

|                    |     |
|--------------------|-----|
| 1st 0-1000/Hrs.    | 60% |
| 2nd 1001-2000/Hrs. | 70% |
| 3rd 2001-3000/Hrs. | 80% |
| 4th 3001-4000/Hrs. | 90% |

Supplemental Benefits per hour:

All APPRENTICES \$ 32.45

After Forty(40) paid hours in a work Week

\$ 20.30

4-1298

**Mason** **10/01/2020**

**JOB DESCRIPTION** Mason

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2020

Brick/Blocklayer \$ 62.29

Base Wage for OT Calculation \$ 52.56

**SUPPLEMENTAL BENEFITS**

Per Hour:

Brick/Block Layer \$ 28.55

**OVERTIME PAY**

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

Note: OT Calculated on Base Wage plus \$ 9.73/hr.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(800 hour) Terms at the following Percentage of Journeyworkers "Base Wage" plus \$ 5.83/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 19.70

4-1Brk

**Mason - Building**

**10/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour: 07/01/2020 12/07/2020

Tile Setters \$ 60.09 Additional \$0.88

**SUPPLEMENTAL BENEFITS**

Per Hour: \$ 24.81\*  
 + \$9.72

\* 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 |
| 07/01/2020 | \$20.35 | \$25.11  | \$32.09   | \$36.83   | \$40.25   | \$43.50   | \$46.95   | \$51.69   | \$54.34   | \$58.19   |

Supplemental Benefits per hour:

| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| \$12.55* | \$12.55* | \$15.06* | \$15.06* | \$16.06* | \$17.56* | \$18.56* | \$18.56* | \$16.56* | \$21.81* |
| +\$0.66  | +\$0.70  | +\$0.80  | +\$0.85  | +\$1.23  | +\$1.27  | +\$1.62  | +\$1.67  | +\$5.82  | +\$6.31  |

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

9-7/52A

**Mason - Building** **10/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Building:

|                 |            |                      |
|-----------------|------------|----------------------|
|                 | 07/01/2020 | 01/01/2021           |
| Wages per hour: |            | Additional<br>\$0.95 |

Mosaic & Terrazzo Mechanic \$57.42

Mosaic & Terrazzo Finisher \$55.82

**SUPPLEMENTAL BENEFITS**

Per hour:

Mosaic & Terrazzo Mechanic \$ 25.61\*  
+ \$11.47

Mosaic & Terrazzo Finisher \$ 25.61\*  
+ \$11.45

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

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.60 from hourly wages before calculating overtime.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wages per hour:

(750 Hour) terms at the following wage rate.

|            | 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     |
|------------|---------|---------|---------|---------|---------|---------|---------|---------|
| 07/01/2020 | \$25.40 | \$27.94 | \$30.49 | \$33.03 | \$35.57 | \$38.11 | \$43.20 | \$48.28 |

Supplemental benefits per hour:

|            |                      |                      |                       |                       |                       |                       |                       |                       |
|------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| 07/01/2020 | \$ 12.81*<br>+\$9.04 | \$ 14.09*<br>+\$9.94 | \$ 15.37*<br>+\$10.84 | \$ 16.65*<br>+\$11.75 | \$ 17.93*<br>+\$12.65 | \$ 19.21*<br>+\$13.55 | \$ 21.77*<br>+\$15.36 | \$ 24.33*<br>+\$17.16 |
|------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|

Apprentices hired after 07/01/2017:

Wages Per hour:

|            | 1st        | 2nd           | 3rd           | 4th           | 5th           | 6th           |
|------------|------------|---------------|---------------|---------------|---------------|---------------|
|            | 0-<br>1500 | 1501-<br>3000 | 3001-<br>3750 | 3751-<br>4500 | 4501-<br>5250 | 5251-<br>6000 |
| 07/01/2020 | \$22.20    | \$22.88       | \$30.49       | \$35.57       | \$40.65       | \$45.73       |

Supplemental Benefits per hour:

|            | 1st     | 2nd      | 3rd      | 4th      | 5th      | 6th      |
|------------|---------|----------|----------|----------|----------|----------|
| 07/01/2020 | \$4.55* | \$11.52* | \$15.37* | \$17.93* | \$20.49* | \$23.05* |
|            | +\$6.32 | +\$8.13  | +\$10.84 | +\$12.65 | +\$14.46 | +\$16.22 |

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

9-7/3

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**Mason - Building** **10/01/2020**

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**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

|  |            |                   |
|--|------------|-------------------|
| Per hour:                              | 07/01/2020 | 01/01/2021        |
| Building-Marble Restoration:           |            | Additional \$1.10 |
| Marble, Stone & Terrazzo Polisher, etc | \$ 44.66   |                   |

**SUPPLEMENTAL BENEFITS**

|                              |          |
|------------------------------|----------|
| Per Hour:                    |          |
| Journeyworker:               |          |
| Building-Marble Restoration: |          |
| Marble, Stone & Polisher     | \$ 28.41 |

**OVERTIME PAY**  
 See (B, \*E, Q, V) on OVERTIME PAGE  
 \*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE  
 1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**

WAGES per hour:

900 hour term at the following wage:

|                                 | 1st<br>1-<br>900 | 2nd<br>901-<br>1800 | 3rd<br>1801-<br>2700 | 4th<br>2701 |
|---------------------------------|------------------|---------------------|----------------------|-------------|
| 07/01/2020                      | \$31.19          | \$35.68             | \$40.16              | \$44.66     |
| Supplemental Benefits Per Hour: |                  |                     |                      |             |
| 07/01/2020                      | \$ 25.78         | \$ 26.66            | \$ 27.54             | \$ 28.41    |

9-7/24-MP

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**Mason - Building** **10/01/2020**

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**JOB DESCRIPTION** Mason - Building **DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

**WAGES**

|                          |            |                   |
|--------------------------|------------|-------------------|
| Wages:                   | 07/01/2020 | 01/14/2021        |
| Marble Cutters & Setters | \$ 60.35   | Additional \$0.95 |

**SUPPLEMENTAL BENEFITS**

|               |          |
|---------------|----------|
| Per Hour:     |          |
| Journeyworker | \$ 37.24 |

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wage Per Hour:

750 hour terms at the following wage.

| 1st        | 2nd      | 3rd       | 4th       | 5th       | 6th       | 7th       | 8th       | 9th       | 10th      |
|------------|----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 1-750      | 751-1500 | 1501-2250 | 2251-3000 | 3001-3750 | 3751-4500 | 4501-5250 | 5251-6000 | 6001-6751 | 6751-7500 |
| 07/01/2020 |          |           |           |           |           |           |           |           |           |
| \$24.15    | \$27.15  | \$30.16   | \$33.19   | \$36.20   | \$39.20   | \$42.15   | \$45.26   | \$51.28   | \$57.34   |

Supplemental Benefits per hour:

| 1st     | 2nd     | 3rd     | 4th     | 5th     | 6th     | 7th     | 8th     | 9th     | 10th    |
|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| \$20.14 | \$21.58 | \$23.02 | \$24.42 | \$25.85 | \$27.29 | \$28.72 | \$30.12 | \$32.98 | \$35.81 |

9-7/4

**Mason - Building** **10/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**  
 Nassau, Rockland, Suffolk, Westchester

**WAGES**

| Per hour:     | 07/01/2020 | 12/07/2020        |
|---------------|------------|-------------------|
| Tile Finisher | \$ 46.21   | Additional \$0.73 |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|           |
|-----------|
| \$ 21.56* |
| + \$9.65  |

\*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** **10/01/2020**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**  
 Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester

**WAGES**

| Per hour:                                     | 07/01/2020 | 01/01/2021        |
|---|------------|-------------------|
| Marble, Stone, etc.<br>Maintenance Finishers: | \$ 25.53   | Additional \$0.68 |

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

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

**SUPPLEMENTAL BENEFITS**

Per Hour:



Marble, Stone, etc  
 Maintenance Finishers: \$ 13.85

**OVERTIME PAY**

See (B, \*E, Q, V) on OVERTIME PAGE  
 \*Double hourly rate after 8 hours on Saturday

**HOLIDAY**

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

1st term apprentice gets paid for all observed holidays.

**REGISTERED APPRENTICES**

WAGES per hour: 07/01/2020

|           |         |
|-----------|---------|
| 0-750     | \$17.87 |
| 751-1500  | \$18.89 |
| 1501-2250 | \$19.92 |
| 2251-3000 | \$20.93 |
| 3001-3750 | \$22.47 |
| 3751-4500 | \$24.51 |
| 4501+     | \$25.53 |

Supplemental Benefits:  
 Per hour:

|           |          |
|-----------|----------|
| 0-750     | \$ 13.73 |
| 751-1500  | \$ 13.75 |
| 1501-2250 | \$ 13.76 |
| 2251-3000 | \$ 13.78 |
| 3001-3750 | \$ 13.80 |
| 3751-4500 | \$ 13.83 |
| 4501+     | \$ 13.85 |

9-7/24M-MF

**Mason - Building / Heavy&Highway 10/01/2020**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway **DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

|                 |            |                   |
|-----------------|------------|-------------------|
| Per hour:       | 07/01/2020 | 01/14/2021        |
| Marble-Finisher | \$ 47.92   | Additional \$0.61 |

**SUPPLEMENTAL BENEFITS**

Journeyworker:  
 per hour

Marble- Finisher \$ 34.99

**OVERTIME PAY**

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

**HOLIDAY**

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

\* Work beyond 8 hours on a Saturday shall be paid at double the rate.  
 \*\* When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

**Mason - Building / Heavy&Highway 10/01/2020**

**JOB DESCRIPTION** Mason - Building / Heavy&Highway **DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|              |            |
|--------------|------------|
| Per Hour:    | 07/01/2020 |
| Cement Mason | \$ 51.97   |

**SUPPLEMENTAL BENEFITS**

Per Hour:

Cement Mason \$ 33.71  
 Overtime Rate\* \$ 54.42

**OVERTIME PAY**

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

\* Applies to 9th and 10th hours and up to the 10th hour on Saturday

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

1st Term 50%  
 2nd Term 60%  
 3rd Term 70%

Supplement Benefits per hour paid:

1st Term \$ 16.86 OT Rate \$ 27.22  
 2nd Term \$ 20.23 OT Rate \$ 32.66  
 3rd Term \$ 23.60 OT Rate \$ 38.10

4-780

**Mason - Building / Heavy&Highway**

**10/01/2020**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

Per Hour:

07/01/2020

Stone Setter \$ 64.42

Stone Tender \$ 44.89

**SUPPLEMENTAL BENEFITS**

Per Hour:

Stone Setter \$ 33.30

Stone Tender \$ 19.40

**OVERTIME PAY**

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

\* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

\*\* The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

**HOLIDAY**

Paid: See (\*18) on HOLIDAY PAGE

Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: \*Must work first 1/2.

**REGISTERED APPRENTICES**

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters wage rate per hour:

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

Supplemental Benefits:

All Apprentices \$ 20.44

**Mason - Heavy&Highway**

**10/01/2020**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2020

Pointer, Caulkers & Cleaners \$ 53.67

**SUPPLEMENTAL BENEFITS**

Per Hour:

Pointer, Cleaners & Caulkers \$ 27.14

**OVERTIME PAY**

See (B, E2, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:

One (1) year terms at the following wage rates.

|  | 1st      | 2nd      | 3rd      | 4th      |
|--|----------|----------|----------|----------|
|  | \$ 26.36 | \$ 29.42 | \$ 34.80 | \$ 41.93 |

Apprentices Supplemental Benefits:  
 (per hour paid)

|  |          |          |          |          |
|--|----------|----------|----------|----------|
|  | \$ 14.30 | \$ 18.24 | \$ 20.99 | \$ 21.99 |
|--|----------|----------|----------|----------|

4-1PCC

**Operating Engineer - Building**

**10/01/2020**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

BUILDING CATEGORIES:

**CLASS " AA "CRANES:**

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

**CLASS "A":**

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yrds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

**CLASS "B":**

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

**CLASS "C":**

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

**CLASS "D":**

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

**CLASS "E":**

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

|   | 07/01/2020 | 6/01/2021<br>Additional |
|---|------------|-------------------------|
| Class "AA"                                    | \$ 81.82   | \$ 3.50                 |
| Cranes: Boom length over 100 feet add \$ 1.00 |            |                         |
| " " " 150 " " \$ 1.50 " "                     |            |                         |
| " " " 250 " " \$ 2.00 " "                     |            |                         |
| " " " 350 " " \$ 3.00 " "                     |            |                         |
| <br>Class "A"                                 | <br>68.17  | <br>3.10                |
| Add \$3.50 for Hazardous Waste Work           |            |                         |
| <br>Class "B"                                 | <br>64.71  | <br>2.99                |
| Add \$2.50 for Hazardous Waste Work           |            |                         |
| <br>Class "C"                                 | <br>62.41  | <br>2.93                |
| Add \$1.50 for Hazardous Waste Work           |            |                         |
| <br>Class "D"                                 | <br>47.44  | <br>2.50                |
| Add \$1.00 for Hazardous Waste Work           |            |                         |
| <br>Class "E"                                 | <br>45.39  | <br>2.44                |

**SUPPLEMENTAL BENEFITS**

Per Hour:

|               |          |
|---------------|----------|
| All Classes   | \$ 38.20 |
| Overtime Rate | 32.60    |

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

|          |          |        |
|----------|----------|--------|
| 1st Term | \$ 28.00 | \$1.13 |
| 2nd Term | 29.00    | 1.15   |
| 3rd Term | 30.00    | 1.17   |

Supplemental Benefits per hour:

|                 |          |
|-----------------|----------|
| All Apprentices | \$ 15.64 |
| Overtime Rate   | 5.60     |

|   |            |            |
|---|------------|------------|
| Per Hour:   | 07/01/2020 | 08/01/2020 |
| Well Driller  | \$ 38.40   | \$ 39.30   |
| Well Driller<br>Helper                                | 33.42      | 34.17      |
| Hazardous Waste Differential<br>Added to Hourly Wage: |            |            |
| Level A   | \$ 3.00    | \$3.00     |
| Level B   | 2.00       | 2.00       |
| Level C   | 1.00       | 1.00       |

|   |         |        |
|---|---------|--------|
| Monitoring Well Work<br>Add to Hourly Wage: |         |        |
| Level A                                     | \$ 3.00 | \$3.00 |
| Level B                                     | 2.00    | 2.00   |

**SUPPLEMENTAL BENEFITS**

|                          |  |  |
|--------------------------|--|--|
| Per Hour:                | 07/01/2020                                 | 08/01/2020                                 |
| Well Driller<br>& Helper | 10% of straight<br>time rate plus \$ 12.50 | 10% of straight<br>time rate plus \$ 12.50 |

Additional \$ 4.00 for Premium Time Hours Worked

**OVERTIME PAY**

See (B2, P, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Apprentices at 12 Month Terms

|                 |            |            |
|-----------------|------------|------------|
| Wages Per Hour: | 07/01/2020 | 08/01/2020 |
| 1st Term        | \$ 21.94   | \$ 28.00   |
| 2nd Term        | 22.80      | 29.00      |
| 3rd Term        | 23.48      | 30.00      |

**SUPPLEMENTAL BENEFITS**

|           |                        |  |
|-----------|------------------------|--|
| Per Hour: |                        |  |
| 1st Term  | 10% of Wage + \$ 12.50 |  |
| 2nd Term  | 10% of Wage + \$ 12.50 |  |
| 3rd Term  | 10% of Wage + \$ 12.50 |  |

Additional \$4.00/Hr. on all Overtime Hours.

4-138well

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**Operating Engineer - Heavy&Highway** **10/01/2020**

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

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":

ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer. Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

**CLASS "B":**

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker (under 70 tons), Conveter-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

**CLASS "C":**

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

**CLASS "D":**

Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

**CLASS "E":**

Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

|  | 07/01/2020 | 6/01/2021<br>Additional |
|--|------------|-------------------------|
| Class "AA"   | \$ 81.07   | \$ 3.48                 |
| Cranes: Boom Length over 100 feet add \$ 1.00 per hour |            |                         |
| "" " 150 "" " \$ 1.50 "" "                             |            |                         |
| "" " 250 "" " \$ 2.00 "" "                             |            |                         |
| "" " 350 "" " \$ 3.00 "" "                             |            |                         |
| Class "A"  | 71.86*     | 3.22                    |
| *Add \$3.50 for Hazardous Waste Work.                  |            |                         |
| Class "B"  | 67.20*     | 3.07                    |
| *Add \$2.50 for Hazardous Waste Work.                  |            |                         |
| Class "C"  | 64.83*     | 3.01                    |
| *Add \$1.50 for Hazardous Waste Work                   |            |                         |
| Class "D"  | 49.48*     | 2.56                    |
| *Add \$1.00 for Hazardous Waste Work                   |            |                         |
| Class "E"  | 47.40      | 2.50                    |

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

**SUPPLEMENTAL BENEFITS**

Per Hour:

ALL CLASSES \$ 38.45

Note: OVERTIME AMOUNT 32.60

**OVERTIME PAY**

See (D, O) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

**REGISTERED APPRENTICES**

Wage per hour:

**REGISTERED APPRENTICES**

One(1) Year Terms at the following Rate:

|          |          | Additional |
|----------|----------|------------|
| 1st Term | \$ 28.00 | \$ 1.31    |
| 2nd Term | 29.00    | 1.34       |
| 3rd Term | 30.00    | 1.37       |

**SUPPLEMENTAL BENEFITS:**

|                       |       |
|-----------------------|-------|
| APPRENTICES           | 15.64 |
| Note: Overtime Amount | 5.60  |

4-138

**Operating Engineer - Heavy&Highway**

**10/01/2020**

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

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the survey party

Categories cover GPS & Under Ground Surveying

Per Hour: 07/01/2020  
 Heavy Highway/Building

|                |          |
|----------------|----------|
| Party Chief    | \$ 67.76 |
| Instrument Man | 51.66    |
| Rodman         | 44.30    |

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Highway/Building \$ 34.23

Premium\*:  
 Heavy Highway/Building \$ 43.40

Premium\*\*:  
 Heavy Highway/Building \$ 52.56

\* Applies to instances where 1-1/2 regular rate are paid

\*\*Applies to instances where 2 times the rate are paid.

**OVERTIME PAY**

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

\* Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE  
 Overtime: See (5, 6, 9, 11, 12, 15, 25) on HOLIDAY PAGE

4-15D-N/S co.

**Operating Engineer - Marine Dredging**

**10/01/2020**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

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

| Per Hour:   | 07/01/2020   | 10/01/2020 |
|---|--|------------|
| CLASS A1<br>Deck Captain, Leverman<br>Mechanical Dredge Operator<br>Licensed Tug Operator 1000HP or more.   | \$ 40.31   | \$ 41.42   |
| CLASS A2<br>Crane Operator (360 swing)  | 35.92  | 36.91      |
| CLASS B<br>Dozer, Front Loader<br>Operator on Land  | To conform to Operating Engineer<br>Prevailing Wage in locality where work<br>is being performed including benefits. |            |
| CLASS B1<br>Derrick Operator (180 swing)<br>Spider/Spill Barge Operator<br>Operator II, Fill Placer,<br>Engineer, Chief Mate, Electrician,<br>Chief Welder, Maintenance Engineer<br>Licensed Boat, Crew Boat Operator | 34.86  | 35.82      |
| CLASS B2<br>Certified Welder  | 32.82  | 33.72      |
| CLASS C1<br>Drag Barge Operator,<br>Steward, Mate,<br>Assistant Fill Placer   | 31.92  | 32.80      |
| CLASS C2<br>Boat Operator   | 30.89  | 31.74      |
| CLASS D<br>Shoreman, Deckhand, Oiler,<br>Rodman, Scowman, Cook,<br>Messman, Porter/Janitor  | 25.66  | 26.37      |

**SUPPLEMENTAL BENEFITS**

Per Hour:  
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

|                   | 07/01/2020   | 10/01/2020   |
|-------------------|--|--|
| All Classes A & B | \$11.58 plus 7.5%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 | \$11.98 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.63 |
| All Class C       | \$11.28 plus 7.5%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.48 | 11.68 plus 8%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.48   |
| All Class D       | \$10.98 plus 7.5%<br>of straight time<br>wage, Overtime hours<br>add \$ 0.33 | 11.38 plus 8%<br>of straight time<br>wage, Overtime hours<br>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



**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

**WAGES**

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2020

Survey Classifications

|                |          |
|----------------|----------|
| Party Chief    | \$ 45.32 |
| Instrument Man | 37.85    |
| Rodman         | 33.14    |

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 19.50

**OVERTIME PAY**

OVERTIME:.... See ( B, E\*, Q, V ) ON OVERTIME PAGE.

\*Doubletime paid on the 9th hour on Saturday.

**HOLIDAY**

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

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

9-15dconsult

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**Operating Engineer - Trenchless Pipe Rehab**

**10/01/2020**

**JOB DESCRIPTION** Operating Engineer - Trenchless Pipe Rehab

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

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IMPORTANT NOTE: This Category & Classifications are now located in  
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

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Per Hour: 07/01/2020  
(SEE)

Robotic Unit Operator Operator(class D)

Technician/Boiler, Generator Operator(class D)

AM Liner/Hydra Seal Laborer(Grp#3)

Hobas Pipe, Polyethylene Pipe or  
Pull and Inflate Liner Laborer(Grp#3)

**OVERTIME PAY**

**HOLIDAY**

4-138TrchPReh

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**Painter**

**10/01/2020**

**JOB DESCRIPTION** Painter

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2020

Brush \$ 49.20\*

|  |           |
|--|-----------|
| Abatement/Removal of lead based<br>or lead containing paint on<br>materials to be repainted. | 49.20*    |
| Spray & Scaffold   | \$ 52.20* |
| Fire Escape  | 52.20*    |
| Decorator  | 52.20*    |
| Paperhanger/Wall Coverer   | 51.96*    |

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

|             |            |
|-------------|------------|
| Per hour:   | 07/01/2020 |
| Paperhanger | \$ 30.70   |
| All others  | 28.81      |
| Premium     | 32.10**    |

\*\*Applies only to "All others" category, not paperhanger journeyworker.

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One ( 1 ) year terms at the following wage rate.

|                  |            |
|------------------|------------|
| Per hour:        | 07/01/2020 |
| Appr 1st term... | \$ 19.12*  |
| Appr 2nd term... | 24.52*     |
| Appr 3rd term... | 29.72*     |
| Appr 4th term... | 39.75*     |

\*Subtract \$ 0.10 to calculate premium rate.

|                        |            |
|------------------------|------------|
| Supplemental benefits: |            |
| Per Hour:              | 07/01/2020 |
| Appr 1st term...       | \$ 14.32   |
| Appr 2nd term...       | 17.78      |
| Appr 3rd term...       | 20.50      |
| Appr 4th term...       | 25.89      |

8-NYDC9-B/S

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**Painter** **10/01/2020**

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**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

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

**WAGES**

|               |            |
|---------------|------------|
| Per hour:     | 07/01/2020 |
| Drywall Taper | \$ 49.20*  |

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

|            |            |
|------------|------------|
| Per hour:  | 07/01/2020 |
| Journeyman | \$ 28.81   |

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages - Per Hour: 07/01/2020

1500 hour terms at the following wage rate:

|          |           |
|----------|-----------|
| 1st term | \$ 19.12* |
| 2nd term | 24.52*    |
| 3rd term | 29.72*    |
| 4th term | 39.75*    |

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

|          |          |
|----------|----------|
| 1st year | \$ 14.32 |
| 2nd year | 17.78    |
| 3rd year | 20.40    |
| 4th year | 25.89    |

8-NYDCT9-DWT

**Painter**

**10/01/2020**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Bronx, Kings, New York, Queens, Richmond

**PARTIAL COUNTIES**

Nassau: Atlantic Beach, Ceadershurst, East Rockaway, 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 South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike & Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing 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 & Sands Point, Manor Haven, & Harbour Acres.

**WAGES**

Per hour: 07/01/2020  
Drywall Taper \$ 54.03

**SUPPLEMENTAL BENEFITS**

Per Hour:  
Journeyworker: \$ 21.70

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

This applies to all apprentices who were enrolled in the program prior to December 27, 2017

Wage per hour:

12 month terms (year consists of 1500 hours).

|          |            |
|----------|------------|
|          | 07/01/2020 |
| 1st year | \$ 20.86   |
| 2nd year | 32.48      |
| 3rd year | 43.26      |

Supplemental Benefits per hour:

One (1) year term at the following dollar amount:

|          |          |
|----------|----------|
| 1st term | \$ 12.25 |
| 2nd term | 17.12    |
| 3rd term | 19.41    |

This applies to all apprentices who were enrolled in the program after December 27, 2017

|          |          |
|----------|----------|
| 1st term | \$ 20.86 |
| 2nd term | 27.09    |
| 3rd term | 32.48    |
| 4th term | 43.26    |

Supplemental Benefits per hour:

|          |          |
|----------|----------|
| 1st term | \$ 12.25 |
| 2nd term | 15.98    |
| 3rd term | 17.12    |
| 4th term | 19.41    |

8-NYC9-1974-DWT

**Painter - Bridge & Structural Steel**

**10/01/2020**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

STEEL:

|                  |            |            |            |
|------------------|------------|------------|------------|
| Bridge Painting: | 07/01/2020 | 10/01/2020 | 10/01/2021 |
|                  | \$ 50.25   | \$ 51.50   | \$ 53.00   |
|                  | + 7.88*    | + 8.63*    | + 9.63*    |

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

|                |            |            |            |
|----------------|------------|------------|------------|
| Journeyworker: | 07/01/2020 | 10/01/2020 | 10/01/2021 |
|                | \$ 10.20   | \$ 10.90   | \$ 10.90   |
|                | + 29.65*   | + 30.00*   | + 30.60*   |

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

| Apprentices: (1) year terms       |                      |                      |                      |
|-----------------------------------|----------------------|----------------------|----------------------|
|                                   | 07/01/2020           | 10/01/2020           | 10/01/2021           |
| 1st year                          | \$ 20.10<br>+ 3.15*  | \$ 20.60<br>+ 3.45*  | \$ 21.20<br>+ 3.86*  |
| 2nd year                          | \$ 30.15<br>+ 4.73*  | \$ 30.90<br>+ 5.18*  | \$ 31.80<br>+ 5.78*  |
| 3rd year                          | \$ 40.20<br>+ 6.30*  | \$ 41.20<br>+ 6.90*  | \$ 42.40<br>+ 7.71*  |
| Supplemental Benefits - Per hour: |                      |                      |                      |
| 1st year                          | \$ .25<br>+ 11.86*   | \$ .25<br>+ 12.00*   | \$ .25<br>+ 12.24*   |
| 2nd year                          | \$ 10.20<br>+ 17.79* | \$ 10.90<br>+ 18.00* | \$ 10.90<br>+ 18.36* |
| 3rd year                          | \$ 10.20<br>+ 23.72* | \$ 10.90<br>+ 24.00* | \$ 10.90<br>+ 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** **10/01/2020**

**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:

|                             | 07/01/2020 | 07/01/2021 | 07/01/2022 |
|-----------------------------|------------|------------|------------|
| Painter (Striping-Highway): |            |            |            |
| Striping-Machine Operator*  | \$ 30.10   | \$ 30.32   | \$ 31.53   |
| Linerman Thermoplastic      | \$ 36.53   | \$ 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:             | 07/01/2020 | 07/01/2021 | 07/01/2022 |
|----------------------------|------------|------------|------------|
| Journeyworker:             |            |            |            |
| Striping Machine Operator: | \$ 9.16    | \$ 10.03   | \$ 10.03   |
| Linerman Thermoplastic:    | \$ 9.16    | \$ 10.03   | \$ 10.03   |

**OVERTIME PAY**

See (B, B2, E2, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 20) on HOLIDAY PAGE  
 Overtime: See (5, 20) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

|           | 07/01/2020 | 07/01/2021 | 07/01/2022 |
|-----------|------------|------------|------------|
| 1st Term: | \$ 12.04   | \$ 12.12   | \$ 12.61   |
| 2nd Term: | \$ 18.06   | \$ 18.19   | \$ 19.82   |
| 3rd Term: | \$ 24.08   | \$ 24.26   | \$ 25.22   |

Supplemental Benefits per hour:

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

8-1456-LS

**Painter - Metal Polisher**

**10/01/2020**

**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**

|                  | 07/01/2020 |
|------------------|------------|
| Metal Polisher   | \$ 36.33   |
| Metal Polisher*  | 37.43      |
| Metal Polisher** | 40.33      |

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

|           |            |
|-----------|------------|
| Per Hour: | 07/01/2020 |
|-----------|------------|

|                                      |         |
|--------------------------------------|---------|
| Journeyworker:<br>All classification | \$ 9.94 |
|--------------------------------------|---------|

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

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

|            | 07/01/2020 |
|------------|------------|
| 1st year   | \$ 16.00   |
| 2nd year   | 17.00      |
| 3rd year   | 18.00      |
| 1st year*  | \$ 16.39   |
| 2nd year*  | 17.44      |
| 3rd year*  | 18.54      |
| 1st year** | \$ 18.50   |
| 2nd year** | 19.50      |
| 3rd year** | 20.50      |

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

|          |         |
|----------|---------|
| 1st year | \$ 6.69 |
| 2nd year | 6.69    |
| 3rd year | 6.69    |

8-8A/28A-MP

**Plasterer**

**10/01/2020**

**JOB DESCRIPTION** Plasterer

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

07/01/2020

Building:

Plasterer/Traditional &  
 Spraying Fireproofing

\$ 50.73\*

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker

\$ 22.37

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

\*When calculating overtime pay, subtract \$5.00 from wages.

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages:

(per hour)

800 hours term:

07/01/2020

1st term

\$28.04

2nd term

\$30.59

3rd term

\$35.69

4th term

\$38.23

Supplemental Benefits:

(per hour):

(800) hours term:

07/01/2020

1st term

\$ 14.27

2nd term

\$ 15.14

3rd term

\$ 16.89

4th term

\$ 17.76

9-262

**Plumber**

**10/01/2020**

**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

07/01/2020

5/01/2021

Plumber/  
 PUMP & TANK

\$ 45.49

\$45.74

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber

\$ 30.64

\$ 31.89

**OVERTIME PAY**

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

(V) For Sundays & Holidays if Worked Only

**HOLIDAY**

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

**REGISTERED APPRENTICES**

One(1) Year Terms at the Following  
 Percentage of Journeymans wage:

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

Supplemental Benefits Per Hour:

|          |         |         |
|----------|---------|---------|
| 1st Term | \$18.72 | \$19.97 |
| 2nd Term | \$19.36 | \$20.61 |
| 3rd Term | \$20.18 | \$21.43 |
| 4th Term | \$20.56 | \$21.81 |
| 5th Term | \$23.79 | \$25.04 |

4-200 Pump & Tank

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**Plumber** **10/01/2020**

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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2020 11/01/2020

Plumber \$ 52.48 \$ 53.48

**SUPPLEMENTAL BENEFITS**

Per Hour:

Plumber \$ 43.98 \$ 45.98

**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

|          |            |            |
|----------|------------|------------|
|          | 07/01/2020 | 11/01/2020 |
| 1st Term | \$ 31.96   | \$ 32.46   |
| 2nd Term | 34.27      | 34.77      |
| 3rd Term | 35.64      | 36.14      |
| 4th Term | 37.13      | 37.63      |
| 5th Term | 38.71      | 39.21      |

4-200

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**Plumber** **10/01/2020**

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**JOB DESCRIPTION** Plumber

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour: 07/01/2020 5/01/2021

Plumber



MAINTENANCE ONLY \$ 34.74 \$ 33.05

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

**SUPPLEMENTAL BENEFITS**

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber Maintenance \$ 22.36 \$ 19.30

**OVERTIME PAY**

See (B, B2, J) on OVERTIME PAGE

**HOLIDAY**

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

4-200 Maintenance

**Roofer 10/01/2020**

**JOB DESCRIPTION** Roofer **DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

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

Total Wage \$ 49.25 Additionl \$2.50/Hr.  
 to be Paid

"Base" Wage \$ 44.25\*\*

**SUPPLEMENTAL BENEFITS**

Per Hour:

ROOFER/Waterproofers \$ 33.86

**OVERTIME PAY**

Per Hour:

NEW ROOF SEE (B,E,Q)

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

NOTE:\*\* Overtime Pay to be calculated on "BASE" Wage then add \$5.00.

(Example: \$44.25 x time and one half = \$66.37 + \$5.00 = \$71.37)

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

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

| 1st | 2nd | 3rd | 4th |
|-----|-----|-----|-----|
| 40% | 50% | 70% | 80% |

Supplemental Benefits per hour:

07/01/2020

1st Term \$ 9.48  
 2nd Term 11.71  
 3rd Term 23.87  
 4th Term 31.20

4-154

**Sheetmetal Worker 10/01/2020**

**JOB DESCRIPTION** Sheetmetal Worker **DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2020 8/01/2020

Sign Erector \$ 50.79 \$ 52.29

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2020 8/01/2020

Sign Erector \$ 49.82 \$ 51.26

**OVERTIME PAY**

See (A, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

|     |     |     |     |     |     |     |     |     |      |
|-----|-----|-----|-----|-----|-----|-----|-----|-----|------|
| 1st | 2nd | 3rd | 4th | 5th | 6th | 7th | 8th | 9th | 10th |
| 35% | 40% | 45% | 50% | 55% | 60% | 65% | 70% | 75% | 80%  |

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2020

|          |          |          |          |          |          |          |          |          |          |
|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| 1st      | 2nd      | 3rd      | 4th      | 5th      | 6th      | 7th      | 8th      | 9th      | 10th     |
| \$ 13.96 | \$ 15.81 | \$ 17.68 | \$ 19.56 | \$ 27.26 | \$ 29.65 | \$ 32.80 | \$ 35.26 | \$ 37.71 | \$ 40.15 |

8/01/2020

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

**Sheetmetal Worker**

**10/01/2020**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2020

Sheetmetal Worker \$ 56.61

Temporary Operation or Maintenance of Fans 46.49

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sheetmetal Worker \$ 47.90

Maintenance Worker 47.90

**OVERTIME PAY**

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

For Maintenance See Codes B,E, Q & V

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Per Hour:Wages

Six(6) Month Terms As Follows:

|                |          |
|----------------|----------|
| 1st & 2nd Term | \$ 19.85 |
| 3rd & 4th Term | 25.51    |
| 5th & 6th Term | 31.17    |

|                |       |
|----------------|-------|
| 7th & 8th Term | 36.66 |
| 9th Term       | 45.31 |

Per Hour: Supplemental Benefits

|                |          |
|----------------|----------|
| 1st & 2nd Term | \$ 17.63 |
| 3rd & 4th Term | 24.19    |
| 5th & 6th Term | 28.51    |
| 7th & 8th Term | 34.97    |
| 9th Term       | 39.30    |

4-28

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**Steamfitter** **10/01/2020**

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**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|                         |            |                          |
|-------------------------|------------|--------------------------|
| Per Hour:               | 07/01/2020 | 01/01/2021               |
| AC Service/Heat Service | \$ 42.85   | Additional<br>\$0.75/Hr. |

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.  
 Refrigeration Compressor installation. (Not to exceed 5 Hp.)  
 Air Condition / Heating Compressor installation up to 15hp (Not to exceed 15 tons on any job).

**SUPPLEMENTAL BENEFITS**

Per Hour

|                         |          |
|-------------------------|----------|
| AC Service/Heat Service | \$ 17.96 |
|-------------------------|----------|

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1 year terms

Wages per hour:

|          |          |
|----------|----------|
| 1st Term | \$ 20.75 |
| 2nd Term | 25.04    |
| 3rd Term | 29.17    |
| 4th Term | 35.22    |

Benefits per hour:

|          |          |
|----------|----------|
| 1st Term | \$ 12.55 |
| 2nd Term | 13.73    |
| 3rd Term | 14.97    |
| 4th Term | 16.65    |

4-638B-StmFtrRef

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**Steamfitter** **10/01/2020**

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**JOB DESCRIPTION** Steamfitter

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

|                                  |            |
|----------------------------------|------------|
| Per Hour:                        | 07/01/2020 |
| Sprinkler/Steam<br>Fitter        | \$ 65.01   |
| Temporary<br>Heat & AC<br>Fitter | \$ 49.42   |

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

**SUPPLEMENTAL BENEFITS**

Per Hour:

Sprinkler/Steam Fitter \$ 50.94

Temporary Heat & AC Fitter 41.79

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

**OVERTIME PAY**

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

(D\*) For Temporary Heat & AC Fitter, on Fire Protection/Sprinkler contracts under \$3,000,000.00 and HVAC/Mechanical contracts under \$30,000,000.00.

(V\*\*) Benefit Amount to be paid:

Sprinkler/Steam \$ 77.80

Temp Heat/AC 59.50

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

1 year Terms at the Following:

WAGES per hour:

| 1st Term   | 2nd Term | 3rd Term | 4th Term | 5th Term |
|------------|----------|----------|----------|----------|
| 07/01/2020 |          |          |          |          |
| \$ 26.04   | \$ 32.54 | \$ 42.28 | \$ 52.02 | \$ 55.27 |

SUPPLEMENTAL BENEFIT per hour:

| 1st Term   | 2nd Term | 3rd Term | 4th Term | 5th Term |
|------------|----------|----------|----------|----------|
| 07/01/2020 |          |          |          |          |
| \$ 20.88   | \$ 25.91 | \$ 33.41 | \$ 40.92 | \$ 43.43 |

Premium Time Amounts:

|            |          |          |          |          |
|------------|----------|----------|----------|----------|
| 07/01/2020 |          |          |          |          |
| \$ 31.12   | \$ 38.92 | \$ 50.58 | \$ 62.24 | \$ 66.14 |

4-638A-StmSpFtr

**Teamster - Asphalt Delivery**

**10/01/2020**

**JOB DESCRIPTION** Teamster - Asphalt Delivery

**DISTRICT** 4

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

07/01/2020

Asphalt Delivery \$ 37.545

Light Construction Work:

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

TRUCK DRIVER

07/01/2020

Asphalt Delivery \$ 32.16

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work  
TRUCK DRIVER

07/01/2020

Asphalt Delivery \$ 46.6825

Light Construction Work  
TRUCK DRIVER

07/01/2020

Asphalt Delivery \$ 13.05

**OVERTIME PAY**

See (B, \*B2, E, \*\*I, P, \*\*\*R, \*\*\*\*U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

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

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

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

NOTE:(\*16) Paid at Double if Worked; (\*\*25) Paid at Double if Worked.

4-282

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**Teamster - Building**

**10/01/2020**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Truck Driver (Building Demolition & Debris)

07/01/2020

Trailers \$ 34.61

Straight Jobs \$ 34.31

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Classifications

07/01/2020

\$ 34.34

**OVERTIME PAY**

See (B, E, S1) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

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**Teamster - Delivery of Concrete**

**10/01/2020**

**JOB DESCRIPTION** Teamster - Delivery of Concrete

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

Concrete Delivery 07/01/2020  
 \$ 40.005

**Light Construction Work:**

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

**TRUCK DRIVER**

Concrete Delivery 07/01/2020  
 \$ 36.815

**SUPPLEMENTAL BENEFITS**

Per Hour:

Heavy Construction Work 07/01/2020  
 Concrete Delivery \$ 45.475

Light Construction Work 07/01/2020  
 Concrete Delivery \$ 15.355

**OVERTIME PAY**

NOTE: Heavy Construction:B2,I  
 Light Construction:B,E,P

**HOLIDAY**

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

4-282ns

**Teamster - Heavy&Highway**

**10/01/2020**

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT 4**

**ENTIRE COUNTIES**

Nassau, Suffolk

**WAGES**

Per Hour:

**Heavy Construction Work:**

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

Site Excavating 07/01/2020  
 (Chauffeurs) \$ 37.545

**Light Construction Work:**

Shall include the construction, improvement and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

Site Excavating 32.16  
 (Chauffeurs)

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2020

Heavy Construction Work  
 Chauffeurs \$ 46.6825

Light Construction Work  
 Chauffeurs 13.05

**OVERTIME PAY**

See (B, \*B2, E, \*\*I, P, \*\*\*R, \*\*\*\*U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

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

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

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

**HOLIDAY**

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

NOTE:(\*16) Paid at Double if Worked. (\*\*25) Paid at Double if Worked.

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**Welder**

**10/01/2020**

**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, Schuylar, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

**WAGES**

Per hour 07/01/2020

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

## Overtime Codes

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

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

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



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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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



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

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

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

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

**This Form Must Be Typed**

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

(Check Only One)

Contracting Agency

Architect or Engineering Firm

Public Work District Office

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

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

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

Telephone: ( )

Fax: ( )

E-Mail: \_\_\_\_\_

2. NY State Units (see Item 5)

01 DOT

02 OGS

03 Dormitory Authority

04 State University  
Construction Fund

05 Mental Hygiene  
Facilities Corp.

06 OTHER N.Y. STATE UNIT

07 City

08 Local School District

09 Special Local District, i.e.,  
Fire, Sewer, Water District

10 Village

11 Town

12 County

13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO  check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail: \_\_\_\_\_

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

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE : \_\_\_\_\_

Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- 1. New Building
- 2. Addition to Existing Structure
- 3. Heavy and Highway Construction (New and Repair)
- 4. New Sewer or Waterline
- 5. Other New Construction (Explain)
- 6. Other Reconstruction, Maintenance, Repair or Alteration
- 7. Demolition
- 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- Construction (Building, Heavy Highway/Sewer/Water)
- Tunnel
- Residential
- Landscape Maintenance
- Elevator maintenance
- Exterminators, Fumigators
- Fire Safety Director, NYC Only
- Guards, Watchmen
- Janitors, Porters, Cleaners, Elevator Operators
- Moving furniture and equipment
- Trash and refuse removal
- Window cleaners
- Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester \_\_\_\_\_

**Signature**



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

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

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

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

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

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

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



**NYS DOL Bureau of Public Work Debarment List 07/28/2020**

**Article 8**

| AGENCY | Fiscal Officer | FEIN     | EMPLOYER NAME                              | EMPLOYER DBA NAME          | ADDRESS   | DEBARMENT START DATE | DEBARMENT END DATE |
|--------|----------------|----------|--|----------------------------|---|----------------------|--------------------|
| DOL    | NYC            | ****9839 | A.J.S. PROJECT MANAGEMENT, INC.            |                            | 149 FIFTH AVENUE<br>NEW YORK NY 10010                                 | 12/29/2016           | 12/29/2021         |
| DOL    | DOL            | ****3344 | ACT INC                                    |                            | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                       | 11/10/2015           | 11/10/2020         |
| DOL    | DOL            | ****4018 | ADIRONDACK BUILDING RESTORATION INC.       |                            | 4156 WILSON ROAD EAST<br>TABERG NY 13471                              | 03/26/2019           | 03/26/2024         |
| DOL    | AG             | ****1812 | ADVANCED BUILDERS & LAND DEVELOPMENT, INC. |                            | 400 OSER AVE<br>#2300HAUPPAUGE NY 11788                               | 09/11/2019           | 09/11/2024         |
| DOL    | DOL            | ****1687 | ADVANCED SAFETY SPRINKLER INC              |                            | 261 MILL ROAD<br>P.O BOX 296EAST AURORA<br>NY 14052                   | 07/29/2015           | 07/29/2020         |
| DOL    | DOL            | ****1687 | ADVANCED SAFETY SPRINKLER INC              |                            | 261 MILL ROAD<br>P.O BOX 296EAST AURORA<br>NY 14052                   | 05/29/2019           | 05/29/2024         |
| DOL    | NYC            | ****6775 | ADVENTURE MASONRY CORP.                    |                            | 1535 RICHMOND AVENUE<br>STATEN ISLAND NY 10314                        | 12/13/2017           | 12/13/2022         |
| DOL    | NYC            |          | AGOSTINHO TOME                             |                            | 405 BARRETTO ST<br>BRONX NY 10474                                     | 05/31/2018           | 05/31/2023         |
| DOL    | DOL            |          | AJ TORCHIA                                 |                            | 10153 ROBERTS RD<br>SAUQUOIT NY 13456                                 | 08/09/2016           | 08/09/2021         |
| DOL    | DOL            | ****3344 | ALL CATASTROPHE CONSTRUCTION TEAM INC      | ACT INC                    | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                       | 11/10/2015           | 11/10/2020         |
| DOL    | DOL            |          | AMADEO J TORCHIA                           | TORCHIA'S HOME IMPROVEMENT | 10153 ROBERTS RD<br>SAUQUOIT NY 13456                                 | 08/09/2016           | 08/09/2021         |
| DOL    | NYC            |          | AMJAD NAZIR                                |                            | 2366 61ST ST<br>BROOKLYN NY 11204                                     | 12/15/2016           | 12/15/2021         |
| DOL    | DOL            |          | ANGELO F COKER                             |                            |   | 12/04/2018           | 12/04/2023         |
| DOL    | NYC            |          | ANISUL ISLAM                               |                            | C/O RELIANCE GENERAL CONS<br>644 OCEAN<br>PARKWAYBROOKLYN NY<br>11230 | 09/02/2015           | 09/02/2020         |
| DOL    | DOL            |          | ANITA SALERNO                              |                            | 158 SOLAR ST<br>SYRACUSE NY 13204                                     | 01/07/2019           | 01/07/2024         |
| DOL    | NYC            |          | ANTHONY J SCLAFANI                         |                            | 149 FIFTH AVE<br>NEW YORK NY 10010                                    | 12/29/2016           | 12/29/2021         |
| DOL    | DOL            |          | ANTHONY PERGOLA                            |                            | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10323                         | 01/23/2017           | 01/23/2022         |
| DOL    | DOL            |          | ANTONIO ESTIVEZ                            |                            | 442 ARMONK RD<br>MOUNT KISCO NY 10549                                 | 06/12/2018           | 06/12/2023         |
| DOL    | DOL            | ****3020 | APCO CONTRACTING CORP                      |                            | 24 SOUTH MARYLAND AVENUE<br>PORT WASHINGTON NY<br>11050               | 09/24/2012           | 09/02/2020         |
| DOL    | DOL            |          | ARNOLD A. PAOLINI                          |                            | 1250 BROADWAY ST<br>BUFFALO NY 14212                                  | 02/03/2020           | 02/03/2025         |
| DOL    | NYC            |          | ARSHAD MEHMOOD                             |                            | 168-42 88TH AVENUE<br>JAMAICA NY 11432                                | 11/20/2019           | 11/20/2024         |
| DOL    | DOL            |          | ARVINDER ATWAL                             |                            | 65 KENNETH PLACE<br>NEW HYDE PARK NY 11040                            | 07/19/2017           | 07/19/2022         |
| DOL    | NYC            | ****4779 | ASTORIA GENERAL CONTRACTING CORP           |                            | 35-34 31ST STREET<br>LONG ISLAND CITY NY 11106                        | 09/02/2015           | 09/02/2020         |
| DOL    | NYC            | ****7217 | ASTRO COMMUNICATIONS OF NY CORP            |                            | 79 ALEXANDER AVE- STE 36A<br>BRONX NY 10454                           | 10/30/2015           | 10/30/2020         |
| DOL    | NYC            | ****6683 | ATLAS RESTORATION CORP.                    |                            | 35-12 19TH AVENUE<br>ASTORIA NY 11105                                 | 08/02/2017           | 08/02/2022         |
| DOL    | NYC            | ****5532 | ATWAL MECHANICALS, INC                     |                            | 65 KENNETH PLACE<br>NEW HYDE PARK NY 11040                            | 07/19/2017           | 07/19/2022         |
| DOL    | NYC            | ****2591 | AVI 212 INC.                               |                            | 260 CROPEY AVENUE<br>APT 11GBROOKLYN NY 11214                         | 10/30/2018           | 10/30/2023         |
| DOL    | AG             |          | AVTAR SINGH                                |                            | 116-24 127TH STREET<br>SOUTH OZONE PARK NY<br>11420                   | 12/22/2015           | 12/22/2020         |
| DOL    | AG             |          | BALDEV SINGH                               |                            | 116-24 127TH STREET<br>SOUTH OZONE PARK NY<br>11420                   | 12/22/2015           | 12/22/2020         |
| DOL    | NYC            |          | BALWINDER SINGH                            |                            | 421 HUDSON ST<br>SUITE C5NEW YORK NY 10014                            | 02/20/2019           | 02/20/2024         |
| DOL    | DOL            |          | BARRY KINNEY                               |                            | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                       | 11/10/2015           | 11/10/2020         |

**NYSDOL Bureau of Public Work Debarment List 07/28/2020**

**Article 8**

|     |     |          |  |  |   |            |            |
|-----|-----|----------|--|--|---|------------|------------|
| DOL | NYC | ****3915 | BEACON RESTORATION INC                 |  | SUITE B-8<br>782 PELHAM PARKWAY<br>SOUTHBRONX NY 10462                      | 04/21/2016 | 04/21/2021 |
| DOL | NYC | ****8416 | BEAM CONSTRUCTION, INC.                |  | 50 MAIN ST<br>WHITE PLAINS NY 10606   | 01/04/2019 | 01/04/2024 |
| DOL | DOL |          | BIAGIO CANTISANI                       |  |   | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****4512 | BOB BRUNO EXCAVATING,<br>INC           |  | 5 MORNINGSIDE DR<br>AUBURN NY 13021   | 05/28/2019 | 05/28/2024 |
| DOL | DOL |          | BOGDAN MARKOVSKI                       |  | 370 W. PLEASANTVIEW AVE<br>SUITE 2.329HACKENSACK NJ<br>07601                | 02/11/2019 | 02/11/2024 |
| DOL | DOL | ****8551 | BRANDY'S MASONRY                       |  | 216 WESTBROOK STREET<br>P O BOX 304SAYRE PA 18840                           | 08/09/2016 | 08/09/2021 |
| DOL | DOL | ****1449 | BRRESTORATION NY INC                   |  | 140 ARCADIA AVENUE<br>OSWEGO NY 13126                                       | 09/12/2016 | 09/12/2021 |
| DOL | DOL |          | BRUCE MORSEY                           |  | C/O KENT HOLLOW SIDING LL<br>29A BRIDGE STREETNEW<br>MILFORD CT 06776       | 01/15/2016 | 01/15/2021 |
| DOL | DOL |          | BRUCE P. NASH JR.                      |  | 5841 BUTTERNUT ROAD<br>EAST SYRACUSE NY 13057                               | 09/12/2018 | 09/12/2023 |
| DOL | DOL | ****0225 | C&D LAFACE<br>CONSTRUCTION, INC.       |  | 8531 OSWEGO RD<br>BALDWINVILLE NY 13027                                     | 02/03/2020 | 01/09/2023 |
| DOL | DOL | ****8809 | C.B.E. CONTRACTING<br>CORPORATION      |  | 310 MCGUINNESS BLVD<br>GREENPOINT NY 11222                                  | 03/07/2017 | 03/07/2022 |
| DOL | DOL | ****9383 | C.C. PAVING AND<br>EXCAVATING, INC.    |  | 2610 SOUTH SALINA ST<br>SUITE 12SYRACUSE NY 13205                           | 12/04/2018 | 12/04/2023 |
| DOL | NYC |          | CALVIN WALTERS                         |  | 465 EAST THIRD ST<br>MT. VERNON NY 10550                                    | 09/09/2019 | 09/09/2024 |
| DOL | DOL |          | CANTISANI & ASSOCIATES<br>LTD          |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                                       | 06/12/2018 | 06/12/2023 |
| DOL | DOL |          | CANTISANI HOLDING LLC                  |  |   | 06/12/2018 | 06/12/2023 |
| DOL | DOL |          | CARIBBEAN POOLS                        |  | C/O DOUGLAS L MALARKEY<br>64 VICTORIA<br>DRIVEBINGHAMTON NY 13904           | 02/04/2016 | 02/04/2021 |
| DOL | DOL |          | CARMEN RACHETTA                        |  | 8531 OSWEGO RD<br>BALDWINVILLE NY 13027                                     | 02/03/2020 | 02/03/2025 |
| DOL | DOL |          | CARMENA RACHETTA                       |  | 8531 OSWEGO ROAD<br>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<br>CONTRACTIN<br>G AND<br>CARMODY<br>CONTRACTIN<br>G CORP. | 442 ARMONK RD<br>MOUNT KISCO NY 10549                                       | 06/12/2018 | 06/12/2023 |
| DOL | DOL |          | CARMODY CONCRETE<br>CORPORATION        |  |   | 06/12/2018 | 06/12/2023 |
| DOL | DOL |          | CARMODY ENTERPRISES,<br>LTD.           |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                                       | 06/12/2018 | 06/12/2023 |
| DOL | DOL |          | CARMODY INC                            |  | 442 ARMONK RD<br>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<br>CORPORATION     |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                                       | 06/12/2018 | 06/12/2023 |
| DOL | DOL |          | CARMODY MASONRY CORP                   |  | 442 ARMONK RD<br>MOUNT KISCO NY 10549                                       | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****8809 | CBE CONTRACTING CORP                   |  | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                               | 03/07/2017 | 03/07/2022 |
| DOL | AG  |          | CESAR J. AGUDELO                       |  | 81-06 34TH AVENUE<br>APT. 6EJACKSON HEIGHTS NY<br>11372                     | 02/07/2018 | 02/07/2023 |
| DOL | DOL | ****7655 | CHAMPION CONSTRUCTION<br>SERVICES CORP |  | 2131 SCHENECTADY AVENUE<br>BROOKLYN NY 11234                                | 11/18/2015 | 11/18/2020 |
| DOL | DOL |          | CHARLES ZIMMER JR                      |  | 216 WESTBROOK STREET<br>P O BOX 304SAYRE PA 18840                           | 08/09/2016 | 08/09/2021 |
| DOL | DOL |          | CHRISTINE J HEARNE                     |  | C/O CJ-HEARNE<br>CONSTRUCTIO<br>131 PONCE DE LEON AVE<br>NEATLANTA GA 30308 | 12/01/2015 | 12/01/2020 |
| DOL | DOL |          | CHRISTOPHER J MAINI                    |  | 19 CAITLIN AVE<br>JAMESTOWN NY 14701  | 09/17/2018 | 09/17/2023 |

**NYS DOL Bureau of Public Work Debarment List 07/28/2020**

**Article 8**

|     |     |          |   |                       |  |            |            |
|-----|-----|----------|---|-----------------------|--|------------|------------|
| DOL | DOL |          | CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU |                       | 1445 COMMERCE AVE<br>BRONX NY 10461  | 05/30/2019 | 05/30/2024 |
| DOL | DOL | ****0671 | CJ-HEARNE CONSTRUCTION CO                         |                       | SUITE 204<br>131 PONCE DE LEON<br>AVENUE ATLANTA GA 30308                            | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****1927 | CONSTRUCTION PARTS WAREHOUSE, INC.                | CPW                   | 5841 BUTTERNUT ROAD<br>EAST SYRACUSE NY 13057  | 09/12/2018 | 09/12/2023 |
| DOL | NYC | ****2164 | CREATIVE TRUCKING INC                             |                       | 58-83 54TH STREET<br>MASPETH NY 11378  | 02/26/2016 | 02/26/2021 |
| DOL | DOL | ****2524 | CSI ELECTRICAL & MECHANICAL INC                   |                       | 42-32 235TH ST<br>DOUGLSTON NY 11363   | 01/14/2019 | 01/14/2024 |
| DOL | DOL | ****7761 | D L MALARKEY CONSTRUCTION                         |                       | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904   | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****7888 | D L MALARKEY CONSTRUCTION INC                     |                       | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904   | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****5629 | DAKA PLUMBING AND HEATING LLC                     |                       | 2561 ROUTE 55<br>POUGHQUAG NY 12570  | 02/19/2016 | 02/19/2021 |
| DOL | NYC |          | DALJIT KAUR BOPARAI                               |                       | 185-06 56TH AVE<br>FRESH MEADOW NY 11365   | 10/17/2017 | 10/17/2022 |
| DOL | DOL |          | DANICA IVANOSKI                                   |                       | 61 WILLETT ST.<br>PASSAIC NJ 07503   | 10/26/2016 | 10/26/2021 |
| DOL | DOL |          | DARIAN L COKER                                    |                       | 2610 SOUTH SALINA ST<br>SUITE 2CSYRACUSE NY 13205                                    | 12/04/2018 | 12/04/2023 |
| DOL | DOL |          | DAVID MARTINEZ                                    |                       | C/O EMPIRE TILE INC<br>6 TREMONT<br>COURTHUNTINGTON STATION<br>NY 11746              | 03/08/2016 | 03/08/2021 |
| DOL | NYC |          | DAVID WEINER                                      |                       | 14 NEW DROP LANE<br>2ND FLOOR STATEN ISLAND<br>NY 10306                              | 11/14/2019 | 11/14/2024 |
| DOL | DOL |          | DEBBIE STURDEVANT                                 |                       | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901  | 02/21/2017 | 02/21/2022 |
| DOL | AG  |          | DEBRA MARTINEZ                                    |                       | 31 BAY ST<br>BROOKLYN NY 11231   | 03/28/2018 | 03/28/2023 |
| DOL | DOL |          | DEDA GAZIVODAN                                    |                       | C/O DAKA PLUMBING AND H<br>2561 ROUTE 55POUGHQUAG<br>NY 12570                        | 02/19/2016 | 02/19/2021 |
| DOL | DOL |          | DELPHI PAINTING & DECORATING CO INC               |                       | 1445 COMMERCE AVE<br>BRONX NY 10461  | 05/30/2019 | 05/30/2024 |
| DOL | DOL |          | DENNIS SCHWANDTNER                                |                       | C/O YES SERVICE AND REPAIR<br>145 LODGE AVE HUNTINGTON<br>STATION NY 11476           | 08/09/2016 | 08/09/2021 |
| DOL | DOL |          | DF CONTRACTORS OF ROCHESTER, INC.                 |                       | 1835 DAANSEN RD.<br>PALMYRA NY 14522   | 05/16/2017 | 05/16/2022 |
| DOL | DOL |          | DF CONTRACTORS, INC.                              |                       | 1835 DAANSEN RD.<br>PALMYRA NY 14522   | 05/16/2017 | 05/16/2022 |
| DOL | NYC |          | DIMITRIOS KOUTSOUKOS                              |                       | C/O ASTORIA GENERAL CONTR<br>35-34 31ST STREET LONG<br>ISLAND CITY NY 11106          | 09/02/2015 | 09/02/2020 |
| DOL | NYC |          | DIMITRIOS TSOUMAS                                 |                       | 35-12 19TH AVENUE<br>ASTORIA NY 11105  | 08/02/2017 | 08/02/2022 |
| DOL | DOL |          | DOMENICO LAFACE                                   |                       | 8531 OSWEGO RD<br>BALDWINVILLE NY 13027  | 02/03/2020 | 01/09/2023 |
| DOL | DOL | ****3242 | DONALD R. FORSAY                                  | DF LAWN SERVICE       | 1835 DAANSEN RD.<br>PALMYRA NY 14522   | 05/16/2017 | 05/16/2022 |
| DOL | DOL |          | DONALD R. FORSAY                                  |                       | 1835 DAANSEN RD.<br>PALMYRA NY 14522   | 05/16/2017 | 05/16/2022 |
| DOL | DOL |          | DORIS SKODA                                       |                       | C/O APCO CONTRACTING CORP<br>24 SOUTH MARYLAND<br>AVENUE PORT WASHINGTON<br>NY 11050 | 09/24/2012 | 09/02/2020 |
| DOL | NYC | ****7404 | DOSANJH CONSTRUCTION CORP                         |                       | 9439 212TH STREET<br>QUEENS VILLAGE NY 11428   | 02/25/2016 | 02/25/2021 |
| DOL | DOL |          | DOUGLAS L MALARKEY                                | MALARKEY CONSTRUCTION | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904   | 02/04/2016 | 02/04/2021 |
| DOL | NYC |          | DUARTE LOPES                                      |                       | 66-05 WOODHAVEN BLVD.<br>STE 2 REGO PARK NY 11374                                    | 04/20/2017 | 04/20/2022 |
| DOL | DOL |          | E C WEBB  |                       | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                                      | 11/10/2015 | 11/10/2020 |
| DOL | DOL | ****5175 | EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC     |                       | 11371 RIDGE RD<br>WOLCOTT NY 14590   | 02/03/2020 | 02/03/2025 |



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| DOL | DOL |          | EARL L WILSON                           | WILSON BROTHER DRYWALL CONTRACTORS | 36 ABERSOLD STREET ROCHESTER NY 14621                              | 08/31/2015 | 08/31/2020 |
| DOL | DOL |          | EAST COAST PAVING                       |                                    | 2238 BAKER RD GILLET PA 16923                                      | 03/12/2018 | 03/12/2023 |
| DOL | NYC | ****4269 | EAST PORT EXCAVATION & UTILITIES        |                                    | 601 PORTION RD RONKONKOMA NY 11779                                 | 11/18/2016 | 11/18/2021 |
| DOL | DOL | ****0780 | EMES HEATING & PLUMBING CONTR           |                                    | 5 EMES LANE MONSEY NY 10952  | 01/20/2002 | 01/20/3002 |
| DOL | DOL | ****3270 | EMPIRE TILE INC                         |                                    | 6 TREMONT COURT HUNTINGTON STATION NY 11746                        | 03/08/2016 | 03/08/2021 |
| DOL | NYC | ****5917 | EPOCH ELECTRICAL, INC                   |                                    | 97-18 50TH AVE CORONA NY 11368                                     | 04/19/2018 | 04/19/2024 |
| DOL | DOL | ****7403 | F & B PAINTING CONTRACTING INC          |                                    | 2 PARKVIEW AVENUE HARRISON NY 10604                                | 09/26/2016 | 09/26/2021 |
| DOL | DOL |          | FAIGY LOWINGER                          |                                    | 11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950                      | 03/20/2019 | 03/20/2024 |
| DOL | DOL |          | FAY MATTHEW                             |                                    | C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234 | 11/18/2015 | 11/18/2020 |
| DOL | DOL |          | FAZIA GINA ALI-MOHAMMED                 | C/O CHAMPION CONSTRUCTION          | 2131 SCHENECTADY AVENUE BROOKLYN NY 11234                          | 11/18/2015 | 11/18/2020 |
| DOL | DOL |          | FRANK BENEDETTO                         |                                    | 19 CATLIN AVE JAMESTOWN NY 14701                                   | 09/17/2018 | 09/17/2023 |
| DOL | DOL |          | FRANK BENEDETTO                         |                                    | C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604       | 09/26/2016 | 09/26/2021 |
| DOL | DOL | ****4722 | FRANK BENEDETTO AND CHRISTOPHER J MAINI | B & M CONCRETE                     | 19 CAITLIN AVE JAMESTOWN NY 14701                                  | 09/17/2018 | 09/17/2023 |
| DOL | NYC |          | FRANK MAINI                             |                                    | 1766 FRONT ST YORKTOWN HEIGHTS NY 10598                            | 01/17/2018 | 01/17/2023 |
| 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 | DOL |          | GALINDA ROTENBERG                       |                                    | C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365        | 06/24/2016 | 06/24/2021 |
| 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 | DOL | ****5674 | GMDV TRANS INC                          |                                    | 67-48 182ND STREET FRESH MEADOWS NY 11365                          | 06/24/2016 | 06/24/2021 |
| 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 |          | HARMEL SINGH                            |                                    | 15 CLINTON LANE HICKSVILLE NY 11801                                | 02/25/2016 | 02/25/2021 |
| DOL | NYC |          | HAROLD KUEMMEL                          |                                    | 58-83 54TH STREET MASPETH NY 11378                                 | 02/26/2016 | 02/26/2021 |
| DOL | NYC | ****3228 | HEIGHTS ELEVATOR CORP.                  |                                    | 1766 FRONT ST YORKTOWN HEIGHTS NY 10598                            | 01/17/2018 | 01/17/2023 |
| DOL | DOL |          | HENRY VAN DALRYMPLE                     |                                    | 2663 LANTERN LANE ATLANTA GA 30349                                 | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****8282 | IDEMA DEVELOPMENT INC                   |                                    | 91 COLLEGE AVENUE POUGHKEEPSIE NY 12603                            | 12/04/2015 | 12/04/2020 |

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| DOL | DOL | ****8282 | IDEMA GENERAL CONTRACTORS INC               |                      | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                        | 12/04/2015 | 12/04/2020 |
| DOL | DOL | ****7001 | INTEGRATED CONSTRUCTION & POWER SYSTEMS INC |                      | SUITE 100<br>2105 W GENESEE<br>STREETS YRACUSE NY 13219           | 01/06/2016 | 01/06/2021 |
| DOL | DOL | ****5131 | INTEGRITY MASONRY, INC.                     | M&R<br>CONCRETE      | 722 8TH AVE<br>WATERVLIET NY 12189                                | 06/05/2018 | 06/05/2023 |
| DOL | DOL |          | IRENE KASELIS                               |                      | 32 PENNINGTON AVE<br>WALDWICK NJ 07463                            | 05/30/2019 | 05/30/2024 |
| DOL | AG  |          | J A M CONSTRUCTION CORP                     |                      | SUITE 125<br>265 SUNRISE<br>HIGHWAY ROCKVILLE CENTRE<br>NY 10457  | 04/07/2016 | 04/07/2021 |
| DOL | DOL |          | J.A. HIRES CADWALLADER                      |                      | P.O BOX 100<br>200 LATTA BROOK<br>PARKHORSEHEADS NY 14845         | 03/08/2018 | 03/08/2023 |
| DOL | DOL |          | JAMES B RHYNDERS                            |                      | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                        | 12/04/2015 | 12/04/2020 |
| DOL | DOL |          | JAMES C. DELGIACCO                          |                      | 722 8TH AVE<br>WATERVLIET NY 12189                                | 06/05/2018 | 06/05/2023 |
| DOL | DOL |          | JAMES E RHYNDERS                            |                      | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                        | 12/04/2015 | 12/04/2020 |
| DOL | AG  |          | JAMES FALCONE                               |                      | SUITE 125<br>265 SUNRISE<br>HIGHWAY ROCKVILLE CENTRE<br>NY 10457  | 04/07/2016 | 04/07/2021 |
| DOL | DOL |          | JAMES LIACONE                               |                      | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                           | 07/23/2018 | 07/23/2023 |
| DOL | DOL |          | JAMES RACHEL                                |                      | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                           | 07/23/2018 | 07/23/2023 |
| DOL | DOL |          | JAMES RHYNDERS SR                           |                      | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                        | 12/04/2015 | 12/04/2020 |
| DOL | DOL |          | JASON W MILLIMAN                            |                      | C/O ROCHESTER<br>ACOUSTICAL<br>P O BOX 799 HILTON NY 14468        | 02/19/2016 | 02/19/2021 |
| DOL | DOL | ****5368 | JCH MASONRY & LANDSCAPING INC.              |                      | 35 CLINTON AVE<br>OSSINING NY 10562                               | 09/12/2018 | 09/12/2023 |
| DOL | NYC |          | JENNIFER GUERRERO                           |                      | 1936 HEMPSTEAD TURNPIKE<br>EAST MEADOW NY 11554                   | 11/29/2019 | 11/29/2024 |
| DOL | DOL |          | JESSICA WHITESIDE                           |                      | C/O BRRESTORATION NY INC<br>140 ARCADIA<br>AVENUE OSWEGO NY 13126 | 09/12/2016 | 09/12/2021 |
| DOL | AG  |          | JOHN ANTHONY MASSINO                        |                      | 36-49 204TH STREET<br>BAYSIDE NY 11372                            | 02/07/2018 | 02/07/2023 |
| DOL | DOL |          | JOHN F. CADWALLADER                         |                      | 200 LATTA BROOK PARK<br>HORSEHEADS NY 14845                       | 03/08/2018 | 03/08/2023 |
| DOL | DOL | ****4612 | JOHN F. CADWALLADER, INC.                   | THE GLASS<br>COMPANY | P.O BOX 100<br>200 LATTA BROOK<br>PARKHORSEHEADS NY 14845         | 03/08/2018 | 03/08/2023 |
| DOL | DOL |          | JOHN GOCEK                                  |                      | 14B COMMERCIAL AVE<br>ALBANY NY 12065                             | 11/14/2019 | 11/14/2024 |
| DOL | AG  | ****0600 | JOHNCO CONTRACTING, INC.                    |                      | 36-49 204TH STREET<br>BAYSIDE NY 11372                            | 02/07/2018 | 02/07/2023 |
| DOL | DOL |          | JON E DEYOUNG                               |                      | 261 MILL RD<br>P.O BOX 296 EAST AURORA<br>NY 14052                | 07/29/2015 | 07/29/2020 |
| DOL | DOL |          | JON E DEYOUNG                               |                      | 261 MILL RD<br>P.O BOX 296 EAST AURORA<br>NY 14052                | 05/29/2019 | 05/29/2024 |
| DOL | DOL |          | JORI PEDERSEN                               |                      | 415 FLAGER AVE<br>#302 STUART FL 34994                            | 10/31/2018 | 10/31/2023 |
| DOL | DOL |          | JOSE CHUCHUCA                               |                      | 35 CLINTON AVE<br>OSSINING NY 10562                               | 09/12/2018 | 09/12/2023 |
| DOL | AG  |          | JOSEPH FALCONE                              |                      | SUITE 125<br>265 SUNRISE<br>HIGHWAY ROCKVILLE CENTRE<br>NY 10457  | 04/07/2016 | 04/07/2021 |
| DOL | NYC |          | JOSEPH FOLEY                                |                      | 66-05 WOODHAVEN BLVD.<br>STE 2 REGO PARK NY 11374                 | 04/20/2017 | 04/20/2022 |
| DOL | DOL | ****9273 | JOSEPH M LOVETRO                            |                      | P O BOX 812<br>BUFFALO NY 14220                                   | 08/09/2016 | 08/09/2021 |
| DOL | NYC |          | JOSEPH MARTINO                              |                      | 1535 RICHMOND AVENUE<br>STATEN ISLAND NY 10314                    | 12/13/2017 | 12/13/2022 |
| DOL | DOL |          | JOY MARTIN                                  |                      | 2404 DELAWARE AVE<br>NIGARA FALLS NY 14305                        | 09/12/2018 | 09/12/2023 |
| DOL | DOL |          | JULIUS AND GITA BEHREND                     |                      | 5 EMES LANE<br>MONSEY NY 10952                                    | 11/20/2002 | 11/20/3002 |

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| DOL | DOL | ****5062 | K R F SITE DEVELOPMENT INC                          |                 | 375 LAKE SHORE DRIVE<br>PUTNAM VALLEY NY 10579                         | 01/23/2017 | 01/23/2022 |
| DOL | NYC |          | K.S. CONTRACTING CORP.                              |                 | 29 PHILLIP DRIVE<br>PARSIPPANY NJ 07054                                | 02/13/2017 | 02/13/2022 |
| DOL | DOL |          | KATIE BURDICK                                       |                 | 2238 BAKER RD<br>GILLET PA 16923                                       | 03/12/2018 | 03/12/2023 |
| DOL | DOL |          | KENNETH FIORENTINO                                  |                 | 375 LAKE SHORE DRIVE<br>PUTNAM VALLEY NY 10579                         | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****9732 | KENT HOLLOW SIDING LLC                              |                 | 29A BRIDGE STREET<br>NEW MILFORD CT 06776                              | 01/15/2016 | 01/15/2021 |
| DOL | DOL |          | KIM SOROCENSKI                                      |                 | C/O SOLUTION MATTERS INC<br>198 NORWOOD ROADPORT<br>JEFFERSON NY 11776 | 11/19/2015 | 11/19/2020 |
| DOL | DOL | ****3490 | L & M<br>CONSTRUCTION/DRYWALL<br>INC.               |                 | 1079 YONKERS AVE<br>YONKERS NY 10704                                   | 08/07/2018 | 08/07/2023 |
| DOL | DA  | ****8816 | LAKE CONSTRUCTION AND<br>DEVELOPMENT<br>CORPORATION |                 | 150 KINGS STREET<br>BROOKLYN NY 11231                                  | 08/19/1998 | 08/19/2998 |
| DOL | AG  | ****4643 | LALO DRYWALL, INC.                                  |                 | 221 OLD FORD ROAD<br>NEW PLATZ NY 12561                                | 05/20/2016 | 05/20/2021 |
| DOL | DOL | ****4505 | LARAPINTA ASSOCIATES INC                            |                 | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901                              | 02/21/2017 | 02/21/2022 |
| DOL | DOL |          | LAVERN GLAVE  |                 | 161 ROBYN RD<br>MONROE NY 10950  | 01/30/2018 | 01/30/2023 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |                 | PO BOX 10007<br>ALBANY NY 12201  | 06/24/2016 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |                 | PO BOX 10007<br>ALBANY NY 12201  | 06/24/2016 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |                 | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |                 | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |                 | PO BOX 10007<br>ALBANY NY 12201  | 01/17/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |                 | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |                 | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL | ****4388 | LEN.J CONSTRUCTION, LLC                             |                 | PO BOX 10007<br>ALBANY NY 12201  | 08/14/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |                 | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |                 | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |                 | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |                 | PO BOX 10007<br>ALBANY NY 12201  | 09/19/2017 | 09/19/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |                 | PO BOX 10007<br>ALBANY NY 12201  | 08/14/2017 | 08/14/2022 |
| DOL | DOL |          | LEROY NELSON JR                                     |                 | PO BOX 10007<br>ALBANY NY 12201  | 01/17/2017 | 09/19/2022 |
| DOL | DA  | ****4460 | LONG ISLAND GLASS &<br>STOREFRONTS, LLC             |                 | 4 MANHASSET TRL<br>RIDGE NY 11961                                      | 09/06/2018 | 09/06/2023 |
| DOL | AG  | ****4216 | LOTUS-C CORP.                                       |                 | 81-06 34TH AVENUE<br>APT. 6E JACKSON HEIGHTS NY<br>11372               | 02/07/2018 | 02/07/2023 |
| DOL | NYC |          | LUBOMIR PETER SVOBODA                               |                 | 27 HOUSMAN AVE<br>STATEN ISLAND NY 10303                               | 12/26/2019 | 12/26/2024 |
| DOL | AG  |          | LUIS MARTINEZ                                       | LALO<br>DRYWALL | 211 MAIN ST.<br>NEW PALTZ NY 12561                                     | 05/20/2016 | 05/20/2021 |
| DOL | NYC |          | M & L STEEL & ORNAMENTAL<br>IRON CORP.              |                 | 27 HOUSMAN AVE<br>STATEN ISLAND NY 10303                               | 12/26/2019 | 12/26/2024 |
| DOL | DOL |          | M ANVER BEIG  |                 | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                          | 03/07/2017 | 03/07/2022 |
| DOL | AG  | ****6957 | M B DIN CONSTRUCTION INC                            |                 | 8831 20TH AVENUE/SUITE 6E<br>BROOKLYN NY 11214                         | 11/17/2015 | 11/17/2020 |
| DOL | DOL |          | M. ANVER BEIG                                       |                 | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                          | 03/07/2017 | 03/07/2022 |
| DOL | NYC | ****9590 | MACK GLASSNAUTH IRON<br>WORKS INC                   |                 | 137 LIBERTY AVENUE<br>BROOKLYN NY 11212                                | 12/21/2015 | 12/21/2020 |
| DOL | DOL | ****1784 | MADISON AVE<br>CONSTRUCTION CORP                    |                 | 39 PENNY STREET<br>WEST ISLIP NY 11795                                 | 11/02/2016 | 11/02/2021 |

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| DOL | DOL |          | MALARKEY'S BAR & GRILL LLC            |                                    | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                           | 02/04/2016 | 02/04/2021 |
| DOL | DOL | ****0705 | MALARKEY'S PUB & GRUB LLC             |                                    | 64 VICTORIA DRIVE<br>BINGHAMTON NY 13904                           | 02/04/2016 | 02/04/2021 |
| DOL | DA  |          | MANUEL P TOBIO                        |                                    | 150 KINGS STREET<br>BROOKLYN NY 14444                              | 08/19/1998 | 08/19/2998 |
| DOL | DA  |          | MANUEL TOBIO                          |                                    | 150 KINGS STREET<br>BROOKLYN NY 11231                              | 08/19/1998 | 08/19/2998 |
| DOL | NYC |          | MAREK FABIJANOWSKI                    |                                    | 50 MAIN ST<br>WHITE PLAINS NY 10606                                | 01/04/2019 | 01/04/2024 |
| DOL | DOL |          | MARIACHI'S PIZZERIA                   |                                    | C/O DOUGLAS L MALARKEY<br>64 VICTORIA<br>DRIVE BINGHAMTON NY 13904 | 02/04/2016 | 02/04/2021 |
| DOL | DOL |          | MARK MIONIS                           |                                    | 6409 LAND O LAKES BLVD<br>LAND O LAKES FL 34638                    | 11/10/2015 | 11/10/2020 |
| DOL | NYC |          | MARTINE ALTER                         |                                    | 1010 NORTHERN BLVD.<br>GREAT NECK NY 11021                         | 03/09/2017 | 03/09/2022 |
| DOL | DOL |          | MARVIN A STURDEVANT                   |                                    | 29 MAPLEWOOD DRIVE<br>BINGHAMTON NY 13901                          | 02/21/2017 | 02/21/2022 |
| DOL | DOL |          | MASONRY CONSTRUCTION, INC.            |                                    | 442 ARMONK RD<br>MOUNT KISCO NY 10549                              | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****3333 | MASONRY INDUSTRIES, INC.              |                                    | 442 ARMONK RD<br>MOUNT KISCO NY 10549                              | 06/12/2018 | 06/12/2023 |
| DOL | NYC |          | MATINA KARAGIANNIS                    |                                    | 97-18 50TH AVE<br>CORONA NY 11368                                  | 04/19/2018 | 04/19/2023 |
| DOL | DOL |          | MATTHEW IDEMA GENERAL CONTRACTORS INC |                                    | 91 COLLEGE AVENUE<br>POUGHKEEPSIE NY 12603                         | 12/04/2015 | 12/04/2020 |
| DOL | DOL |          | MATTHEW P. KILGORE                    |                                    | 4156 WILSON ROAD EAST<br>TABERG NY 13471                           | 03/26/2019 | 03/26/2024 |
| DOL | DOL |          | MAURICE GAWENO                        |                                    | 442 ARMONK RD<br>MOUNT KISCO NY 10549                              | 06/12/2018 | 06/12/2023 |
| DOL | DOL | ****6416 | MCCALL MASONRY                        |                                    | P O BOX 304<br>SAYRE PA 18840                                      | 08/09/2016 | 08/09/2021 |
| DOL | DOL |          | MCLEAN "MIKKI BEANE"                  |                                    | 1229 JAMES STREET<br>SYRACUSE NY 13203                             | 05/02/2017 | 05/02/2022 |
| DOL | DOL |          | MCLEAN "MIKKI" DRAKE                  |                                    | 1229 JAMES STREET<br>SYRACUSE NY 13203                             | 05/02/2017 | 05/02/2022 |
| DOL | DOL |          | MCLEAN M DRAKE-BEANE                  |                                    | 1229 JAMES STREET<br>SYRACUSE NY 13203                             | 05/02/2017 | 05/02/2022 |
| DOL | DOL | ****9445 | MCLEAN M WALSH                        | ELITE PROFESSIONAL PAINTING OF CNY | 1229 JAMES STREET<br>SYRACUSE NY 13203                             | 05/02/2017 | 05/02/2022 |
| DOL | DOL | ****9445 | MCLEAN M WALSH                        | ELITE PROFESSIONAL PAINTING OF CNY | 1229 JAMES STREET<br>SYRACUSE NY 13203                             | 05/02/2017 | 05/02/2022 |
| DOL | NYC | ****5330 | METRO DUCT SYSTEMS INC                |                                    | 1219 ASTORIA BOULEVARD<br>LONG ISLAND CITY NY 11102                | 04/16/2014 | 11/19/2020 |
| DOL | DOL |          | MICHAEL A PASCARELLA                  |                                    | SUITE 100<br>2105 WEST GENESEE STREET<br>SYRACUSE NY 13219         | 01/06/2016 | 01/06/2021 |
| DOL | NYC |          | MICHAEL HIRSCH                        |                                    | C/O MZM CORP<br>163 S MAIN STREET NEW CITY<br>NY 10956             | 01/28/2016 | 01/28/2021 |
| DOL | DOL |          | MICHAEL LENIHAN                       |                                    | 1079 YONKERS AVE<br>UNIT 4 YONKERS NY 10704                        | 08/07/2018 | 08/07/2023 |
| DOL | AG  |          | MICHAEL RIGLIETTI                     |                                    | 31 BAY ST<br>BROOKLYN NY 11231                                     | 03/28/2018 | 03/28/2023 |
| DOL | DOL |          | MICHAEL WILSON                        | WILSON BROTHER DRYWALL CONTRACTORS | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                           | 08/31/2015 | 08/31/2020 |
| DOL | DOL | ****4829 | MILESTONE ENVIRONMENTAL CORPORATION   |                                    | 704 GINESI DRIVE<br>SUITE 29 MORGANVILLE NJ<br>07751               | 04/10/2019 | 04/10/2024 |
| DOL | NYC | ****9926 | MILLENNIUM FIRE PROTECTION, LLC       |                                    | 325 W. 38TH STREET<br>SUITE 204 NEW YORK NY<br>10018               | 11/14/2019 | 11/14/2024 |
| DOL | NYC | ****0627 | MILLENNIUM FIRE SERVICES, LLC         |                                    | 14 NEW DROP LNE<br>2ND FLOOR STATEN ISLAND<br>NY 10306             | 11/14/2019 | 11/14/2024 |
| DOL | AG  |          | MOHAMMED N CHATHA                     |                                    | 8831 20TH AVENUE/SUITE 6E<br>BROOKLYN NY 11214                     | 11/17/2015 | 11/17/2020 |
| DOL | DOL | ****2737 | MOUNTAIN'S AIR INC                    |                                    | 2471 OCEAN AVENUE- STE 7A<br>BROOKLYN NY 11229                     | 09/24/2012 | 09/18/2020 |

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| DOL | NYC | ****3826 | MOVING MAVEN OF NY, INC.                         |  | 1010 NORTHERN BLVD.<br>GREAT NECK NY 11021  | 03/09/2017 | 03/09/2022 |
| DOL | NYC | ****3550 | MOVING MAVEN, INC                                |  | 1010 NORTHERN BLVD.<br>GREAT NECK NY 11021  | 03/09/2017 | 03/09/2022 |
| DOL | AG  |          | MSR ELECTRICAL<br>CONSTRUCTION CORP.             |  | 31 BAY ST<br>BROOKLYN NY 11231  | 03/28/2018 | 03/28/2023 |
| DOL | DOL |          | MUHAMMAD BEIG                                    |  | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                                     | 03/07/2017 | 03/07/2022 |
| DOL | DOL |          | MUHAMMAD BEIG                                    |  | 142 EAST MARKET STREET<br>LONG BEACH NY 11561                                     | 03/07/2017 | 03/07/2022 |
| DOL | DOL |          | MUHAMMAD PERVAIZ                                 |  | C/O CHAMPION<br>CONSTRUCTION<br>2131 SCHENECTADY<br>AVENUE BROOKLYN NY 11234      | 11/18/2015 | 11/18/2020 |
| DOL | NYC | ****3613 | MZM CORP   |  | 163 S MAIN STREET<br>NEW CITY NY 10956  | 01/28/2016 | 01/28/2021 |
| DOL | DA  | ****9786 | NATIONAL INSULATION & GC<br>CORP                 |  | 180 MILLER PLACE<br>HICKSVILLE NY 11801   | 12/12/2018 | 12/12/2023 |
| DOL | NYC | ****4839 | NEW YORK RIGGING CORP                            |  | 58-83 54TH STREET<br>MASPETH NY 11378   | 02/26/2016 | 02/26/2021 |
| DOL | NYC |          | NICHOLAS FILIPAKIS                               |  | 7113 FORT HAMILTON<br>PARKWA<br>BROOKLYN NY 11228                                 | 12/09/2016 | 12/09/2021 |
| DOL | DOL | ****6966 | NORTH COUNTRY DRYWALL<br>AND PAINT               |  | 23167 COUNTY ROUTE 59<br>DEXTER NY 13634  | 10/24/2016 | 10/24/2021 |
| DOL | DOL | ****0065 | NORTHEAST LANDSCAPE<br>AND MASONRY ASSOC         |  | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10523                                     | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****1845 | OC ERECTERS, LLC A/K/A OC<br>ERECTERS OF NY INC. |  | 1207 SW 48TH TERRACE<br>DEERFIELD BEACH FL 33442                                  | 01/16/2018 | 01/16/2023 |
| DOL | NYC | ****0818 | ONE TEN RESTORATION, INC.                        |  | 2366 61ST ST<br>BROOKLYN NY 11204   | 12/15/2016 | 12/15/2021 |
| DOL | NYC |          | ORSON ARROYO                                     |  | C/O METRO DUCT SYSTEMS<br>12-19 ASTORIA<br>BOULEVARD LONG ISLAND<br>CITY NY 11102 | 04/16/2014 | 11/19/2020 |
| DOL | NYC |          | PARESH SHAH                                      |  | 29 PHILLIP DRIVE<br>PARSIPPANY NJ 07054   | 02/13/2017 | 02/13/2022 |
| DOL | NYC | ****9422 | PELIUM CONSTRUCTION, INC.                        |  | 22-33 35TH ST.<br>ASTORIA NY 11105  | 12/30/2016 | 12/30/2021 |
| DOL | DOL |          | PETER M PERGOLA                                  |  | 3 WEST MAIN ST/SUITE 208<br>ELMSFORD NY 10523                                     | 01/23/2017 | 01/23/2022 |
| DOL | DOL |          | PIERRE LAPORT                                    |  | 224 COUNTY HIGHWAY 138<br>BROADALBIN NY 12025                                     | 03/07/2017 | 03/07/2022 |
| DOL | DOL | ****1543 | PJ LAPORT FLOORING INC                           |  | 224 COUNTY HIGHWAY 138<br>BROADALBIN NY 12025                                     | 03/07/2017 | 03/07/2022 |
| DOL | NYC | ****5771 | PMJ ELECTRICAL CORP                              |  | 7113 FORT HAMILTON<br>PARKWA<br>BROOKLYN NY 11228                                 | 12/09/2016 | 12/09/2021 |
| DOL | DOL | ****0466 | PRECISION BUILT FENCES,<br>INC.                  |  | 1617 MAIN ST<br>PEEKSKILL NY 10566  | 03/03/2020 | 03/03/2025 |
| DOL | NYC | ****4532 | PROFESSIONAL PAVERS<br>CORP.                     |  | 66-05 WOODHAVEN BLVD.<br>REGO PARK NY 11374                                       | 04/20/2017 | 04/20/2022 |
| DOL | DA  | ****6817 | QUADRANT METAL<br>BUILDINGS LLC                  |  | 2740 SW MARTIN DOWNS<br>BLVD<br>PALM CITY FL 34990                                | 08/25/2016 | 08/25/2021 |
| DOL | NYC |          | RAMESHWAR ASU                                    |  | 137 LIBERTY AVENUE<br>BROOKLYN NY 11212   | 12/21/2015 | 12/21/2020 |
| DOL | DOL | ****1068 | RATH MECHANICAL<br>CONTRACTORS, INC.             |  | 24 ELDOR AVENUE<br>NEW CITY NY 10956  | 02/03/2020 | 02/03/2025 |
| DOL | DOL | ****2633 | RAW POWER ELECTRIC CORP                          |  | 3 PARK CIRCLE<br>MIDDLETOWN NY 10940  | 01/30/2018 | 01/30/2023 |
| DOL | AG  | ****7015 | RCM PAINTING INC.                                |  | 69-06 GRAND AVENUE<br>2ND FLOOR MASPETH NY<br>11378                               | 02/07/2018 | 02/07/2023 |
| DOL | DOL |          | REGINALD WARREN                                  |  | 161 ROBYN RD<br>MONROE NY 10950   | 01/30/2018 | 01/30/2023 |
| DOL | NYC | ****3461 | RELIANCE GENERAL<br>CONSTRUCTION INC             |  | 644 OCEAN PARKWAY<br>BROOKLYN NY 11230  | 09/02/2015 | 09/02/2020 |
| DOL | DA  |          | RIANN MULLER                                     |  | 2740 SW MARTIN DOWNS<br>BLVD<br>PALM CITY FL 34990                                | 08/25/2016 | 08/25/2021 |
| DOL | DOL | ****9148 | RICH T CONSTRUCTION                              |  | 107 WILLOW WOOD LANE<br>CAMILLUS NY 13031   | 11/13/2018 | 11/13/2023 |
| DOL | DOL |          | RICHARD MACONE                                   |  | 8617 THIRD AVE<br>BROOKLYN NY 11209   | 09/17/2018 | 09/17/2023 |

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| DOL | DOL |          | RICHARD REGGIO                     |  | 1617 MAIN ST<br>PEEKSKILL NY 10566                     | 03/03/2020 | 03/03/2025 |
| DOL | DOL | ****9148 | RICHARD TIMIAN                     | RICH T<br>CONSTRUCTI<br>ON             | 108 LAMONT AVE<br>SYRACUSE NY 13209                    | 10/16/2018 | 10/16/2023 |
| DOL | DOL |          | RICHARD TIMIAN JR.                 |  | 108 LAMONT AVE<br>SYRACUSE NY 13209                    | 10/16/2018 | 10/16/2023 |
| DOL | DOL |          | RICHARD TIMIAN JR.                 |  | 108 LAMONT AVE<br>SYRACUSE NY 13209                    | 11/13/2018 | 11/13/2023 |
| DOL | DOL |          | ROBBYE BISSEsar                    |  | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427      | 01/11/2003 | 01/11/3003 |
| DOL | DOL |          | ROBERT A. VALERINO                 |  | 3841 LANYARD COURT<br>NEW PORT RICHEY FL 34652         | 07/09/2019 | 07/09/2024 |
| DOL | DOL |          | ROBERT BRUNO                       |  | 3 GAYLORD ST<br>AUBURN NY 13021                        | 11/15/2016 | 11/15/2021 |
| DOL | DOL |          | ROBERT BRUNO                       |  | 5 MORNINGSIDE DRIVE<br>AUBURN NY 13021                 | 05/28/2019 | 05/28/2024 |
| DOL | NYC |          | ROBERT HOHMAN                      |  | 149 FIFTH AVE<br>NEW YORK NY 10010                     | 12/29/2016 | 12/29/2021 |
| DOL | DOL | ****3859 | ROCHESTER ACOUSTICAL<br>CORP       |  | P O BOX 799<br>HILTON NY 14468                         | 02/19/2016 | 02/19/2021 |
| DOL | DOL |          | RODERICK PUGH                      |  | 404 OAK ST<br>SUITE 101SYRACUSE NY<br>13203            | 07/23/2018 | 07/23/2023 |
| DOL | DOL | ****4880 | RODERICK PUGH<br>CONSTRUCTION INC. |  | 404 OAK ST<br>SUITE 101SYRACUSE NY<br>13203            | 07/23/2018 | 07/23/2023 |
| DOL | NYC |          | RODNEY SCOTT                       |  | 201 HEMPSTEAD AVE<br>WEST HEMPSTEAD NY 11552           | 10/30/2015 | 10/30/2020 |
| DOL | DOL |          | ROMEO WARREN                       |  | 161 ROBYN RD<br>MONROE NY 10950                        | 01/30/2018 | 01/30/2023 |
| DOL | DOL |          | RONALD MESSEN                      |  | 14B COMMERCIAL AVE<br>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<br>BELLPORT NY 11713           | 02/21/2017 | 02/21/2022 |
| DOL | DOL | ****3347 | RYAN ALBIE CONTRACTING<br>INC      |  | 21 S HOWELLS POINT ROAD<br>BELLPORT NY 11713           | 02/21/2017 | 02/21/2022 |
| DOL | DOL | ****1365 | S & L PAINTING, INC.               |  | 11 MOUNTAIN ROAD<br>P.O BOX 408MONROE NY<br>10950      | 03/20/2019 | 03/20/2024 |
| DOL | DOL | ****7730 | S C MARTIN GROUP INC.              |  | 2404 DELAWARE AVE<br>NIAGARA FALLS NY 14305            | 09/12/2018 | 09/12/2023 |
| DOL | NYC |          | SABIR MUHAMMED                     |  | SUITE B-8<br>782 PELHAM PARKWAY<br>SOUTHBRONX NY 10462 | 04/21/2016 | 04/21/2021 |
| DOL | DOL |          | SALVATORE A FRESINA                |  |  | 08/26/2016 | 08/26/2021 |
| DOL | DOL |          | SAM FRESINA                        |  |  | 08/26/2016 | 08/26/2021 |
| DOL | NYC | ****0349 | SAM WATERPROOFING INC              |  | 168-42 88TH AVENUE<br>APT.1 AJAMAICA NY 11432          | 11/20/2019 | 11/20/2024 |
| DOL | NYC |          | SANDEEP BOPARAI                    |  | 185-06 56TH AVE<br>FRESH MEADOW NY 11365               | 10/17/2017 | 10/17/2022 |
| DOL | NYC | ****2117 | SCOTT ELECTRICAL SERVICE,<br>LLC.  |  | 201 HEMPSTEAD AVE<br>WEST HEMPSTEAD NY 11552           | 10/30/2015 | 10/30/2020 |
| DOL | DOL | ****9751 | SCW CONSTRUCTION                   |  | 544 OLD ROUTE 23<br>ACRE NY 12405                      | 02/14/2017 | 02/14/2022 |
| DOL | AG  |          | SERGIO RAYMUNDO                    |  | 109 DUBOIS RD.<br>NEW PALTZ NY 12561                   | 05/20/2016 | 05/20/2021 |
| DOL | NYC | ****6597 | SHAIRA CONSTRUCTION<br>CORP.       |  | 421 HUDSON STREET<br>SUITE C5NEW YORK NY 10014         | 02/20/2019 | 02/20/2024 |
| DOL | DOL | ****1961 | SHANE BURDICK                      | CENTRAL<br>TRAFFIC<br>CONTROL,<br>LLC. | 2238 BAKER ROAD<br>GILLET PA 16923                     | 03/12/2018 | 03/12/2023 |
| DOL | DOL |          | SHANE BURDICK                      |  | 2238 BAKER ROAD<br>GILLET PA 16923                     | 03/12/2018 | 03/12/2023 |
| DOL | DOL |          | SHANE NOLAN                        |  | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                | 07/23/2018 | 07/23/2023 |
| DOL | DOL |          | SHULEM LOWINGER                    |  | 11 MOUNTAIN ROAD<br>28 VAN BUREN DRMONROE<br>NY 10950  | 03/20/2019 | 03/20/2024 |
| DOL | DOL | ****0816 | SOLAR ARRAY SOLUTIONS,<br>LLC      |  | 9365 WASHINGTON ST<br>LOCKPORT IL 60441                | 07/23/2018 | 07/23/2023 |

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| DOL | DOL | ****4025 | SOLUTION MATTERS INC   |                          | 198 NORWOOD ROAD<br>PORT JEFFERSON NY 11776                                | 11/19/2015 | 11/19/2020 |
| DOL | DOL | ****2221 | SOUTH BUFFALO ELECTRIC,<br>INC.                                |                          | 1250 BROADWAY ST<br>BUFFALO NY 14212                                       | 02/03/2020 | 02/03/2025 |
| DOL | DOL | ****3496 | STAR INTERNATIONAL INC   |                          | 89-51 SPRINGFIELD BLVD<br>QUEENS VILLAGE NY 11427                          | 08/11/2003 | 08/11/3003 |
| DOL | DOL | ****6844 | STEAM PLANT AND CHX<br>SYSTEMS INC.                            |                          | 14B COMMERCIAL AVENUE<br>ALBANY NY 12065                                   | 11/14/2019 | 11/14/2024 |
| DOL | DOL | ****9933 | STEED GENERAL<br>CONTRACTORS, INC.                             |                          | 1445 COMMERCE AVE<br>BRONX NY 10461  | 05/30/2019 | 05/30/2024 |
| DOL | DOL |          | STEFANOS PAPASTEFANOU,<br>JR. A/K/A STEVE<br>PAPASTEFANOU, JR. |                          | 256 WEST SADDLE RIVER RD<br>UPPER SADDLE RIVER NJ<br>07458                 | 05/30/2019 | 05/30/2024 |
| DOL | DOL | ****9751 | STEPHEN C WAGAR  |                          | 544 OLD ROUTE 23<br>ACRE NY 12405  | 02/14/2017 | 02/14/2022 |
| DOL | DOL |          | STEVE TATE   |                          | 415 FLAGER AVE<br>#302STUART FL 34994                                      | 10/31/2018 | 10/31/2023 |
| DOL | NYC |          | STEVEN GOVERNALE   |                          | 601 PORTION RD<br>RONKONKOMA NY 11779                                      | 11/18/2016 | 11/18/2021 |
| DOL | DOL |          | STEVEN MARTIN  |                          | 2404 DELWARE AVE<br>NIAGARA FALLS NY 14305                                 | 09/12/2018 | 09/12/2023 |
| DOL | DOL |          | STEVEN P SUCATO  |                          | 15-68 208TH STREET<br>BAYSIDE NY 11360                                     | 06/23/2016 | 06/23/2021 |
| DOL | DOL |          | STEVEN TESTA   |                          | 50 SALEM STREET - BLDG B<br>LYNNFIELD MA 01940                             | 01/23/2017 | 01/23/2022 |
| DOL | NYC | ****9432 | SUBLINK LTD  |                          | 346 THIRD AVENUE<br>PELHAM NY 10803  | 11/19/2015 | 11/19/2020 |
| DOL | NYC | ****5863 | SUKHMANY CONSTRUCTION,<br>INC.                                 |                          | 185-06 56TH AVE<br>FRESH MEADOW NY 11365                                   | 10/17/2017 | 10/17/2022 |
| DOL | DOL | ****1060 | SUNN ENTERPRISES GROUP,<br>LLC                                 |                          | 370 W. PLEASANTVIEW AVE<br>SUITE 2.329HACKENSACK NJ<br>07601               | 02/11/2019 | 02/11/2024 |
| DOL | DOL | ****8209 | SYRACUSE SCALES, INC.  |                          | 158 SOLAR ST<br>SYRACUSE NY 13204  | 01/07/2019 | 01/07/2024 |
| DOL | DOL |          | TALAILA OCAMPA   |                          | 1207 SW 48TH TERRACE<br>DEERFIELD BEACH FL 33442                           | 01/16/2018 | 01/16/2023 |
| DOL | DOL | ****9852 | TAP STEEL INC  |                          | ROUTE 26 3101<br>P O BOX 457CONSTABLEVILLE<br>NY 13325                     | 01/28/2016 | 01/28/2021 |
| DOL | DOL |          | TERRY THOMPSON   |                          | 11371 RIDGE RD<br>WOLCOTT NY 14590   | 02/03/2020 | 02/03/2025 |
| DOL | DOL |          | TEST   |                          | P.O BOX 123<br>ALBANY NY 12204   | 05/20/2020 | 05/20/2025 |
| DOL | DOL | ****5570 | TESTA CORP   |                          | 50 SALEM STREET - BLDG B<br>LYNNFIELD MA 01940                             | 01/23/2017 | 01/23/2022 |
| DOL | DOL | ****5766 | THE COKER CORPORATION  | COKER<br>CORPORATIO<br>N | 2610 SOUTH SALINA ST<br>SUITE 14SYRACUSE NY 13205                          | 12/04/2018 | 12/04/2023 |
| DOL | DOL | ****8174 | THE DALRYMPLE<br>CORPORATION                                   |                          | UNIT 278<br>541 10TH STREET<br>NWLANTA GA 30318                            | 12/01/2015 | 12/01/2020 |
| DOL | DOL | ****8174 | THE DALRYMPLE GROUP LLC  |                          | 289 JONESBORO RD/ STE 216<br>MCDONOUGH GA 30253                            | 12/01/2015 | 12/01/2020 |
| DOL | DOL |          | TIMOTHY A PALUCK   |                          | C/O TAP STEEL INC<br>RTE 26 3101/ P O BOX<br>457CONSTABLEVILLE NY<br>13325 | 01/28/2016 | 01/28/2021 |
| DOL | DOL | ****3453 | TORCHIA'S HOME<br>IMPROVEMENT                                  |                          | 10153 ROBERTS RD<br>SAUQUOIT NY 13456                                      | 08/09/2016 | 08/09/2021 |
| DOL | DOL | ****8311 | TRIPLE B FABRICATING, INC.                                     |                          | 61 WILLETT ST.<br>PASSAIC NJ 07503   | 10/26/2016 | 10/26/2021 |
| DOL | DOL | ****9407 | TURBO GROUP INC  |                          | 15-68 208TH STREET<br>BAYSIDE NY 11360                                     | 06/23/2016 | 06/23/2021 |
| DOL | DOL | ****6392 | V.M.K CORP.  |                          | 8617 THIRD AVE<br>BROOKLYN NY 11209  | 09/17/2018 | 09/17/2023 |
| DOL | NYC |          | VALERIE VISCONTI   |                          | 346 THIRD AVENUE<br>PELHAM NY 10803  | 11/19/2015 | 11/19/2020 |
| DOL | NYC | ****7361 | VIALE HOLDINGS, INC.   | MOVING<br>MAVEN          | 1010 NORTHERN BLVD.<br>GREAT NECK NY 11021                                 | 03/09/2017 | 03/09/2022 |
| DOL | DOL |          | VICTOR ALICANTI  |                          | 42-32 235TH ST<br>DOUGLSTON NY 11363                                       | 01/14/2019 | 01/14/2024 |
| DOL | DOL |          | VICTOR ROTENBERG   |                          | C/O GMDV TRANS INC<br>67048 182ND STREETFRESH<br>MEADOWS NY 11365          | 06/24/2016 | 06/24/2021 |
| DOL | NYC |          | VIKTAR PATONICH  |                          | 2630 CROPSY AVE<br>BROOKLYN NY 11214                                       | 10/30/2018 | 10/30/2023 |

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| DOL | DOL |          | VIKTORIA RATH                            |  | 24 ELDOR AVENUE<br>NEW CITY NY 10956                                   | 02/03/2020 | 02/03/2025 |
| DOL | NYC |          | VITO GARGANO                             |  | 1535 RICHMOND AVE<br>STATEN ISLAND NY 10314                            | 12/13/2017 | 12/13/2022 |
| DOL | NYC | ****3673 | WALTERS AND WALTERS,<br>INC.             |  | 465 EAST AND THIRD ST<br>MT. VERNON NY 10550                           | 09/09/2019 | 09/09/2024 |
| DOL | DOL |          | WAYNE LIVINGSTON JR                      | NORTH<br>COUNTRY<br>DRYWALL<br>AND PAINT | 23167 COUNTY ROUTE 59<br>DEXTER NY 13634                               | 10/24/2016 | 10/24/2021 |
| DOL | DOL | ****3296 | WESTERN NEW YORK<br>CONTRACTORS, INC.    |  | 3841 LAYNARD COURT<br>NEW PORT RICHEY FL 34652                         | 07/09/2019 | 07/09/2024 |
| DOL | DOL |          | WHITE PLAINS CARPENTRY<br>CORP           |  | 442 ARMONK RD  | 06/12/2018 | 06/12/2023 |
| DOL | DOL |          | WILLIAM C WATKINS                        |  | 1229 JAMES STREET<br>SYRACUSE NY 13203                                 | 05/02/2017 | 05/02/2022 |
| DOL | DOL |          | WILLIAM DEAK                             |  | C/O MADISON AVE CONSTR<br>CO<br>39 PENNY STREETWEST ISLIP<br>NY 11795  | 11/02/2016 | 11/02/2021 |
| DOL | DOL | ****6195 | WILSON BROTHER DRYWALL<br>CONTRACTORS    |  | 36 ABERSOLD STREET<br>ROCHESTER NY 14621                               | 08/31/2015 | 08/31/2020 |
| DOL | DOL | ****4043 | WINDSHIELD INSTALLATION<br>NETWORK, INC. |  | 200 LATTA BROOK PARK<br>HORSEHEADS NY 14845                            | 03/08/2018 | 03/08/2023 |
| DOL | DOL | ****4730 | XGD SYSTEMS, LLC                         | TDI GOLF                                 | 415 GLAGE AVE<br>#302STUART FL 34994                                   | 10/31/2018 | 10/31/2023 |
| DOL | DOL | ****7345 | YES SERVICE AND REPAIRS<br>CORPORATION   |  | 145 LODGE AVE<br>HUNTINGTON STATION NY<br>11476                        | 08/09/2016 | 08/09/2021 |
| DOL | DOL |          | YURIY IVANIN                             |  | C/O MOUNTAIN'S AIR INC<br>2471 OCEAN AVENUE-STE<br>7ABROOKLYN NY 11229 | 09/24/2012 | 09/18/2020 |
| DOL | NYC |          | ZAKIR NASEEM                             |  | 30 MEADOW ST<br>BROOKLYN NY 11206                                      | 10/10/2017 | 10/10/2022 |
| DOL | NYC | ****8277 | ZHN CONTRACTING CORP                     |  | 30 MEADOW ST<br>BROOKLYN NY 11206                                      | 10/10/2017 | 10/10/2022 |