

ADDENDUM-A1: 05/01/2024

CHANGES TO THE DRAWINGS

- Drawings E-7 & E-8 provided for reference

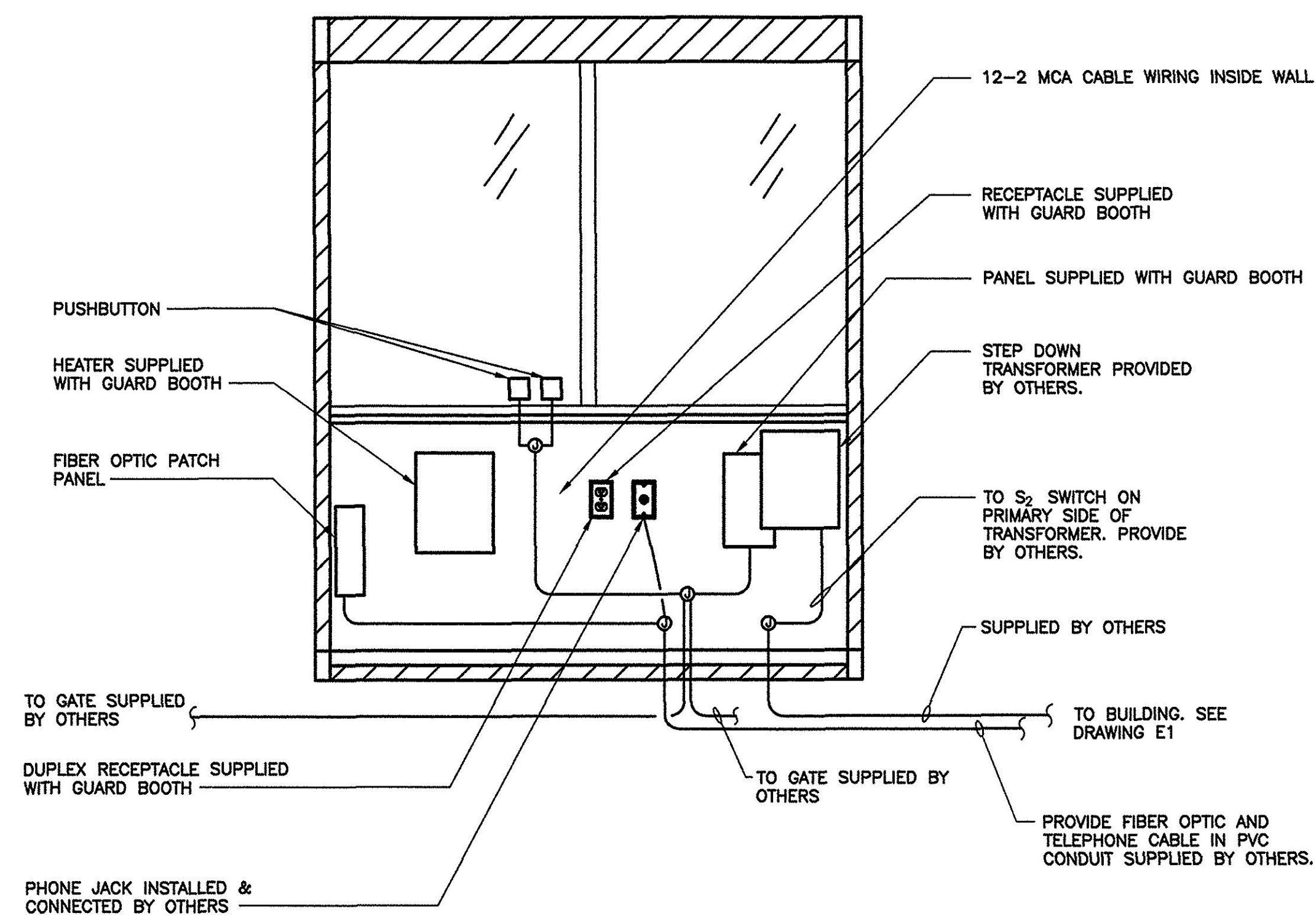
QUESTIONS & ANSWERS

Q: The current Parking Gate arms, powered by electricity and adjacent to each Guard booth, will remain untouched. Under the specified letting number/contract, there's no scope for work on these items. Please advise.

A: Correct, the Scope of Work is to disconnect as the booth location as required, and reconnect at new booth installation. Existing power actuated gate is to remain.

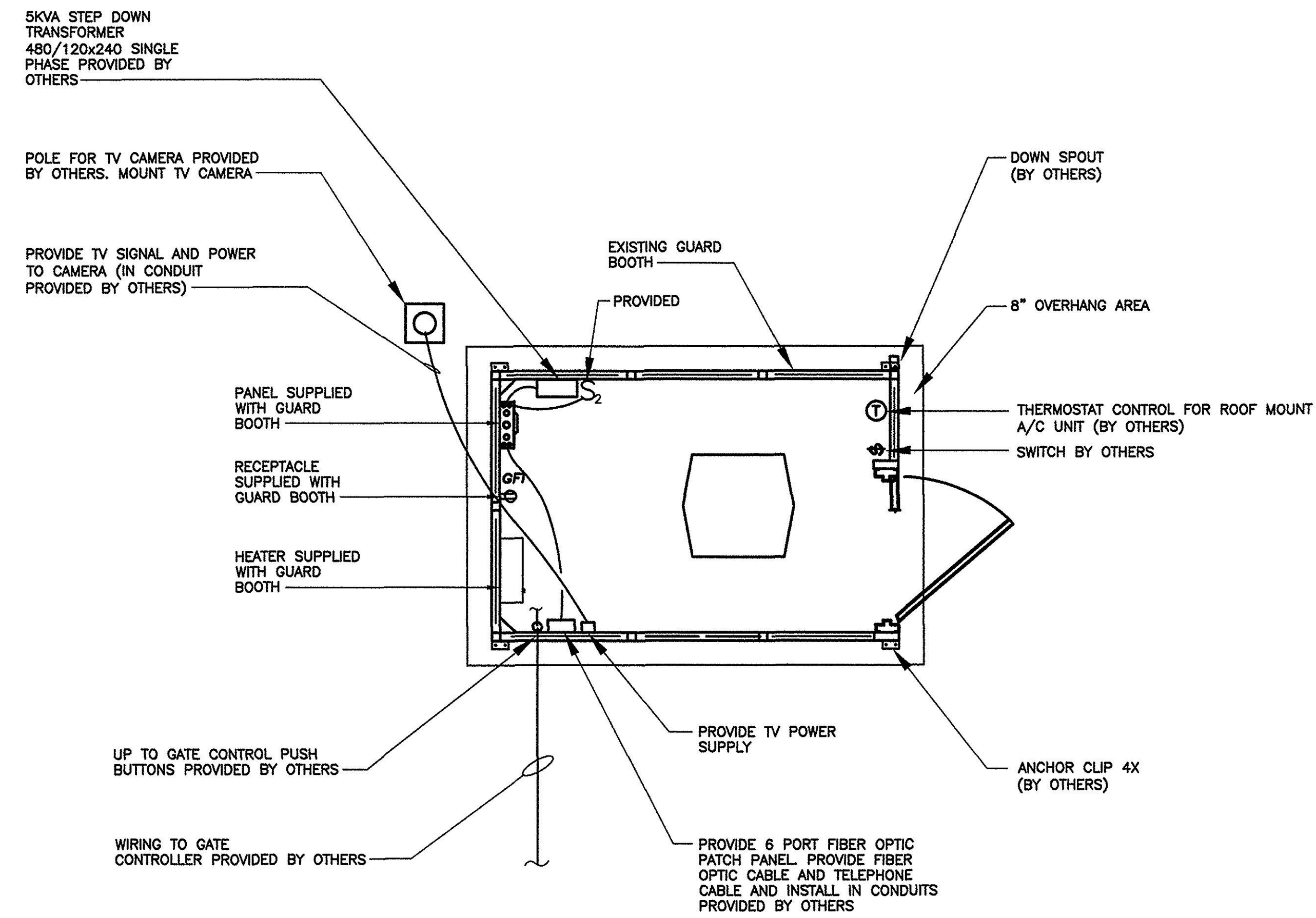
Q: We're tasked with providing three Vehicle Barrier gates. However, we need to confirm whether we're responsible for removing and replacing the posts connecting to them and their associated concrete foundations.

A: The Scope of Work is to include the gates and hinge hardware only, existing posts to remain and be reused.



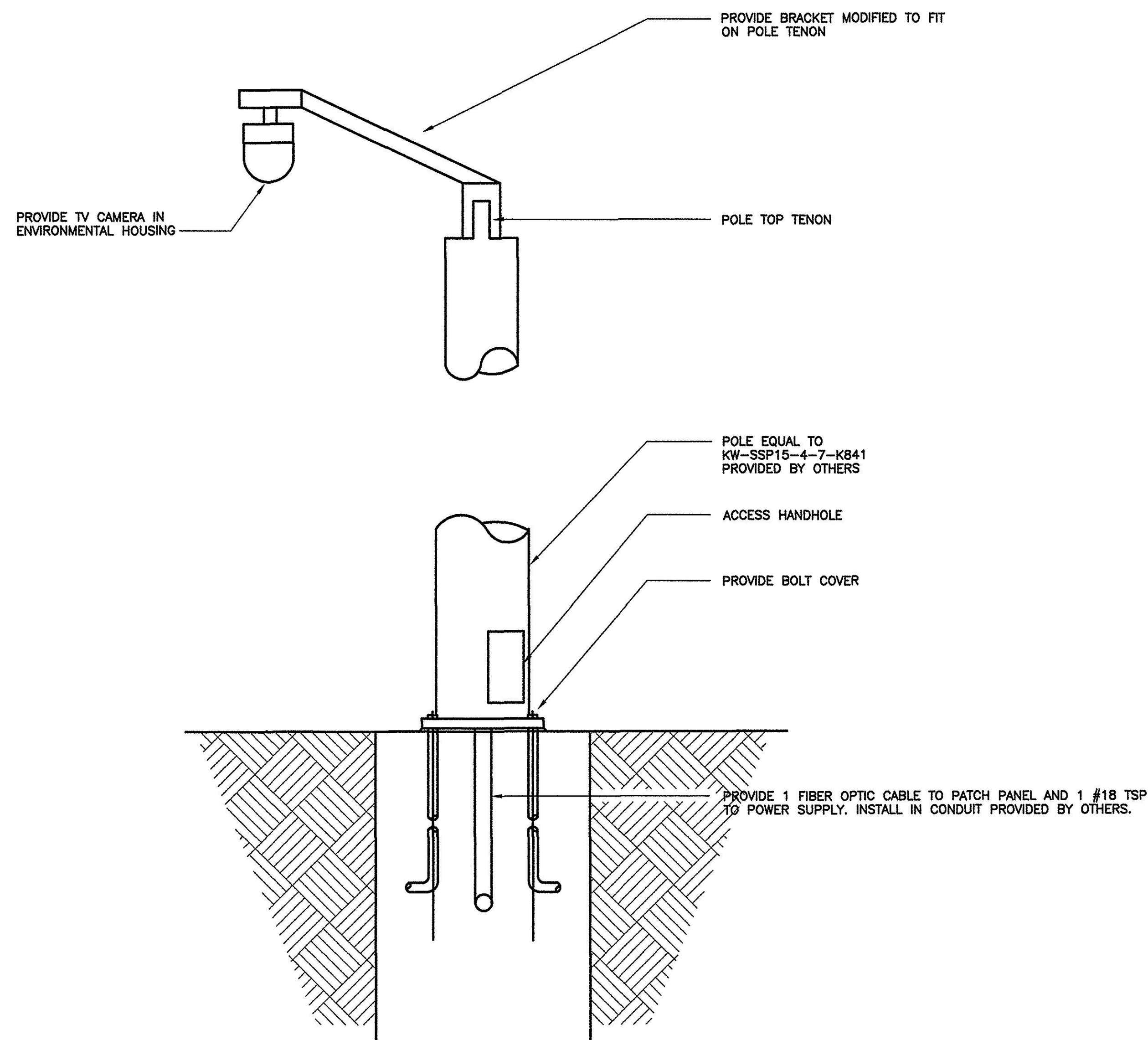
INTERIOR COUNTER WALL ELEVATION
SCALE: 1/2"=1'-0"

ONLY GUARD BOOTH No. 1 CONTROLS TWO GATES - SEE DRAWING E8.



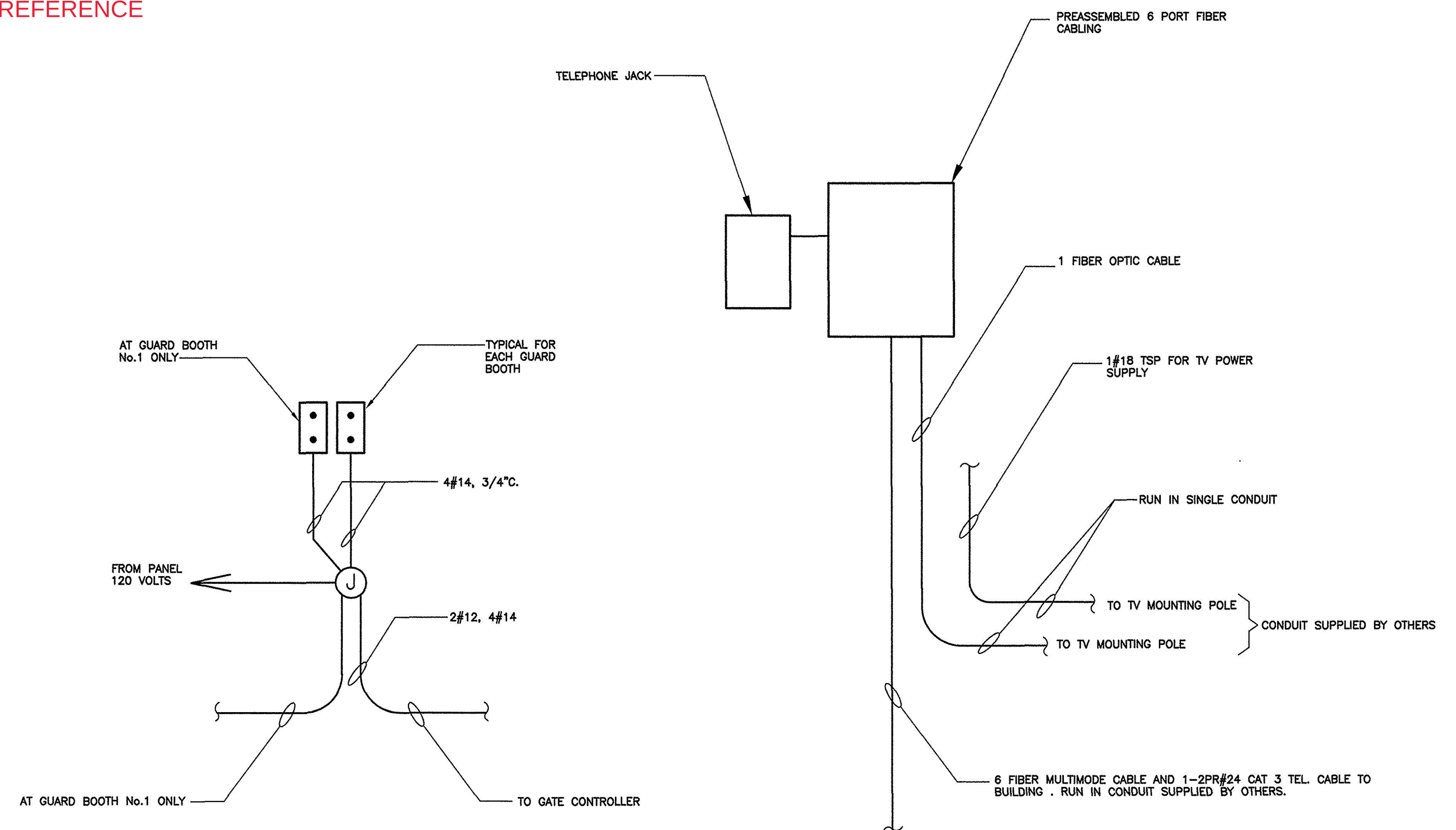
TYPICAL GUARD BOOTH PLAN
SCALE: 1/2"=1'-0"

CONDUIT STUB UPS HAVE BEEN PROVIDED BY OTHERS.



TV MOUNTING DETAIL
SCALE: NONE

SEE DRAWING E8 FOR POLE LOCATIONS.



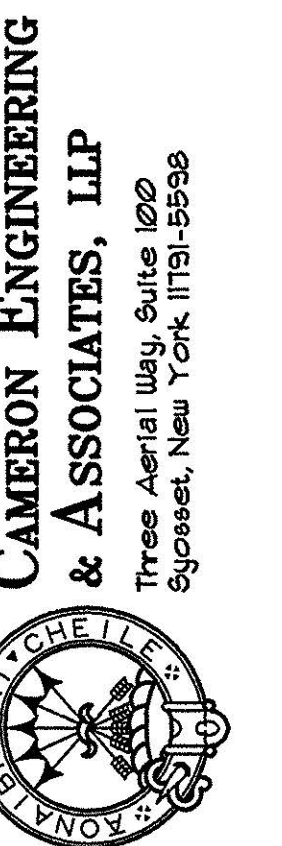
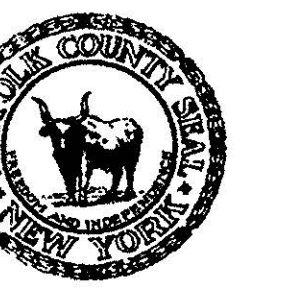
GATE CONTROL
SCALE: NONE

GATE CONTROL WIRING PROVIDED BY OTHERS.

LOW VOLTAGE
SCALE: NONE

GUARD BOOTHS, CONDUIT & TV MOUNTING POLE HAVE BEEN INSTALLED BY OTHERS. TYPICAL FOR 3 LOCATIONS

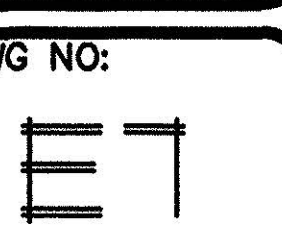
SEPARATELY BOUND SPECIFICATIONS ARE PART OF THIS CONTRACT



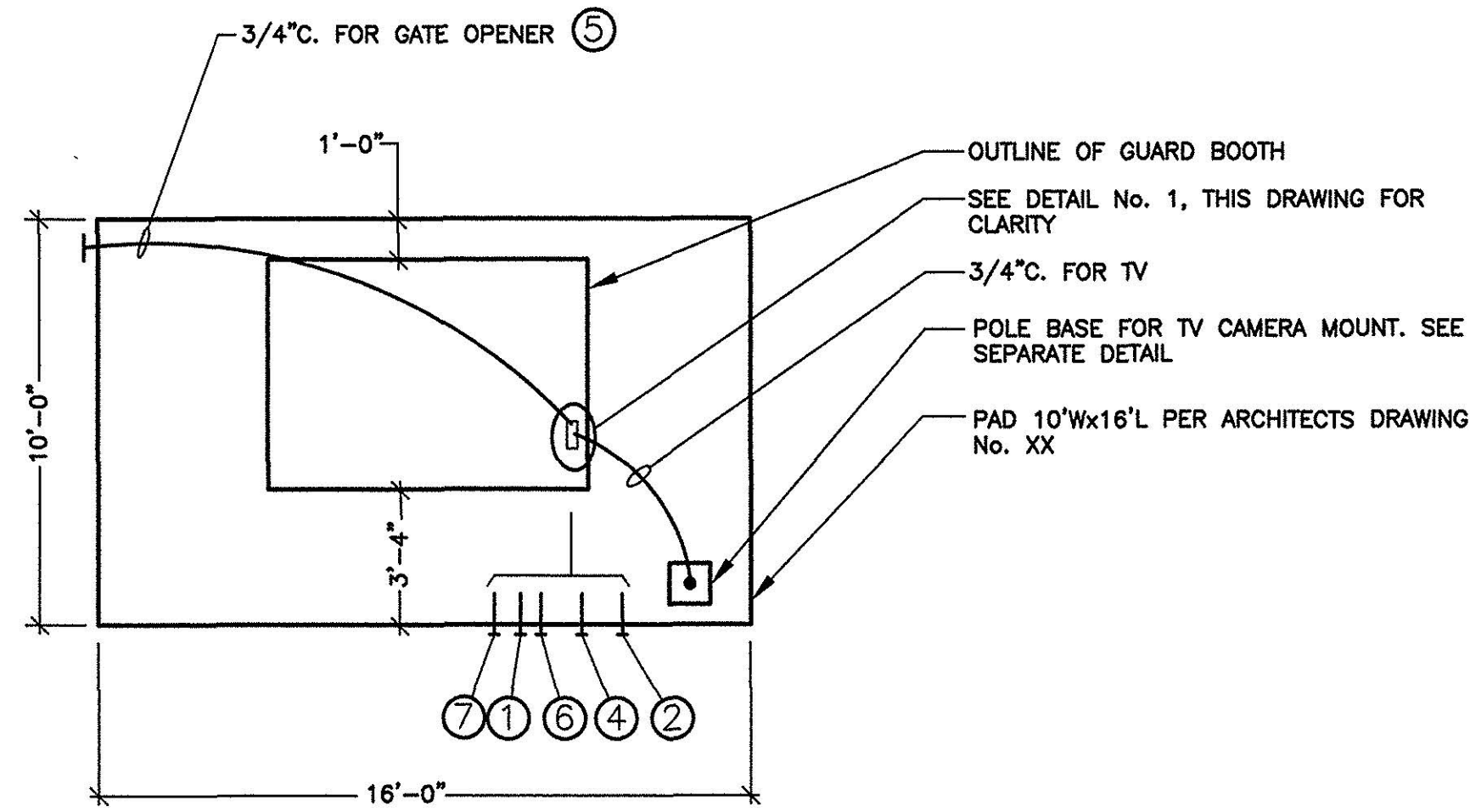
COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
NEW YORK
TEDD BODEK, R.A.
COUNTY ARCHITECT
CHARLES J. BARTHA, P.E.
COMMISSIONER
YAPHANK, N.Y.

REVISIONS

PROJECT TITLE:	RENOVATIONS/IMPROVEMENTS TO COHANAN COURT COMPLEX
SHEET TITLE:	SITE SECURITY
DRAWN BY:	KS
CHECKED BY:	KS
DATE:	8/19/02
PROJECT TITLE NAME:	69-4AET

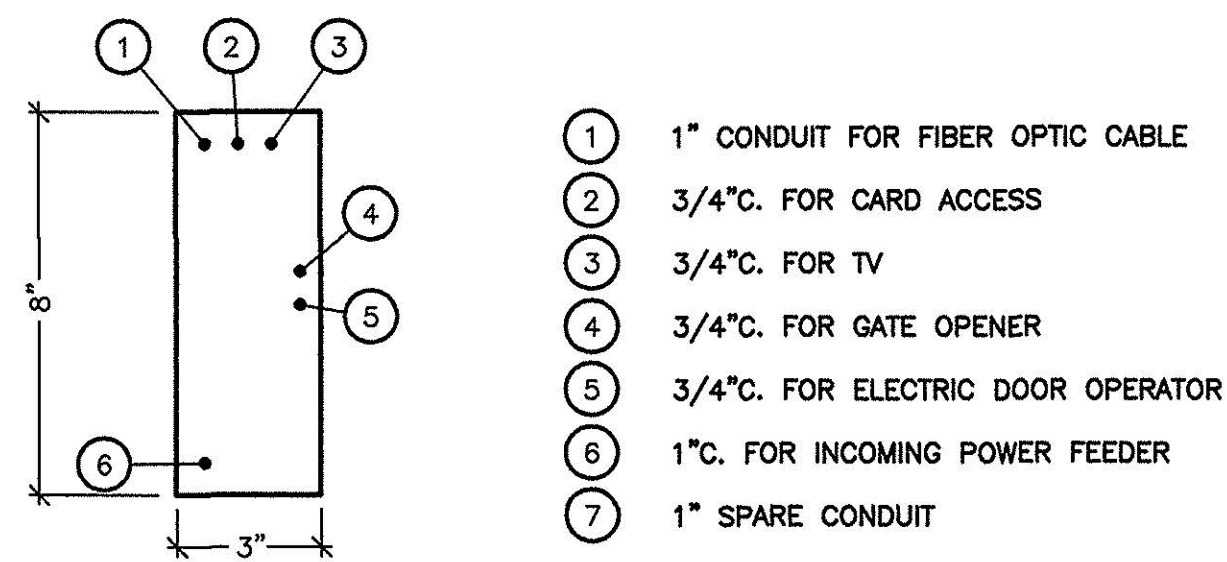


CP # 1125
BLDG NO. 00802

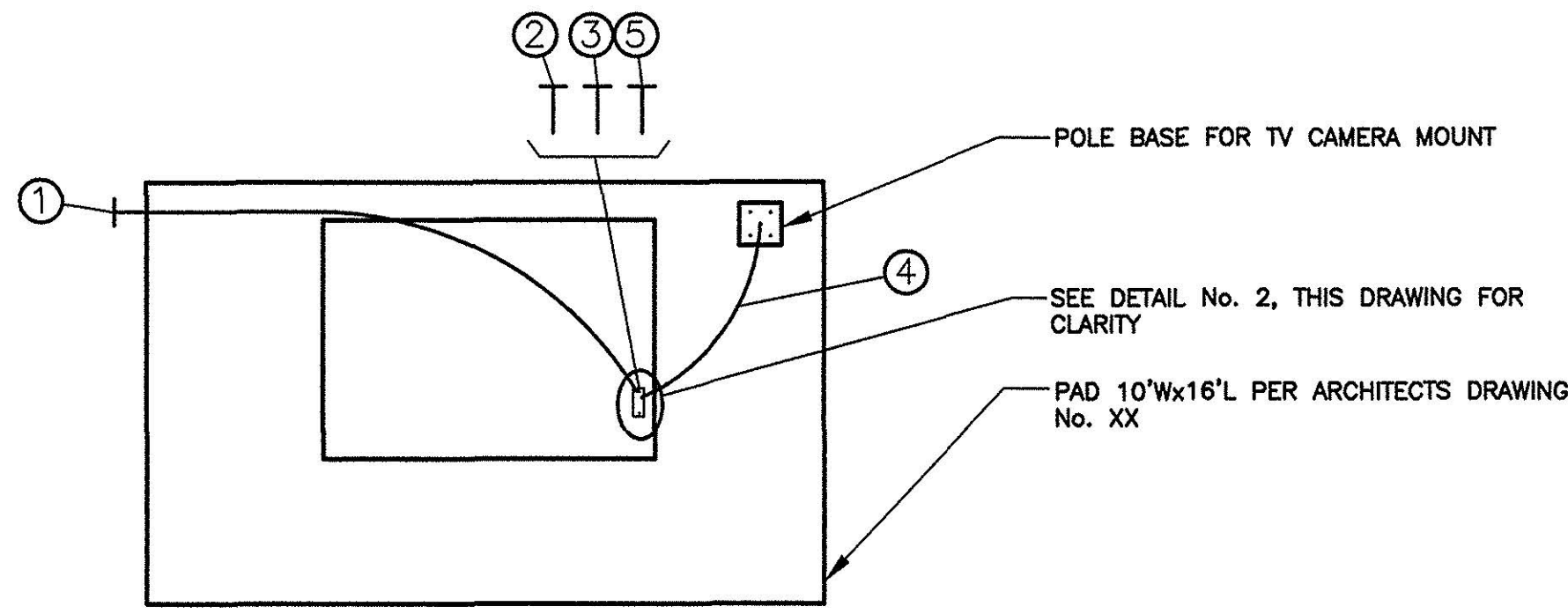


GUARD BOOTH PAD #1
SCALE: 1/4"=1'-0"

NOTE
1. ALL CONDUITS TO STUB UP 4" ABOVE SLAB.

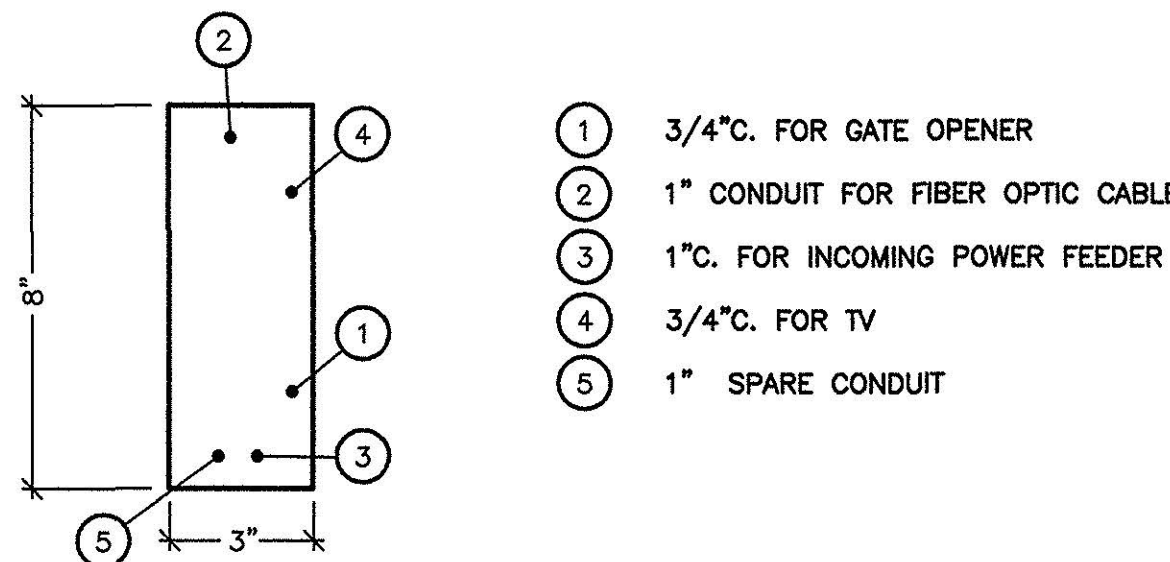


DETAIL No. 1 OF SLOT OPENING FOR GUARD BOOTH #1
SCALE: NONE

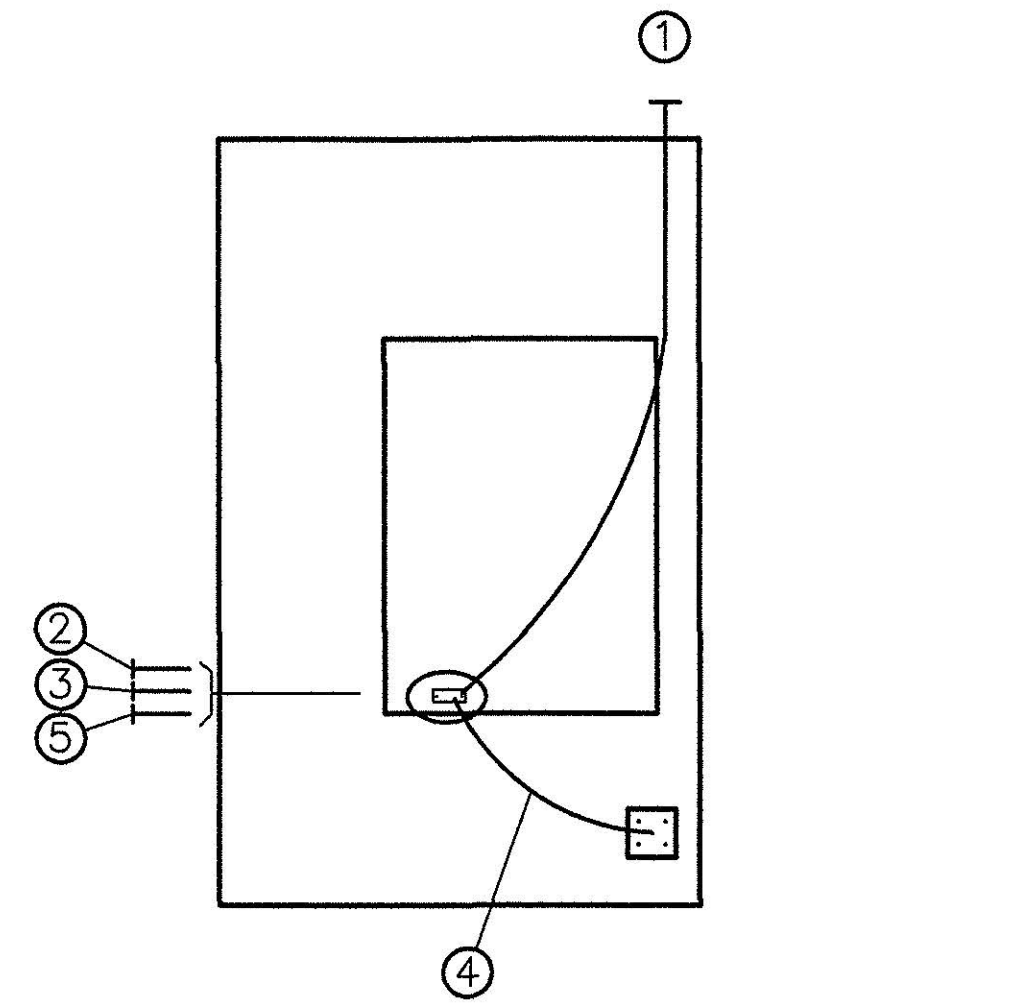


GUARD BOOTH PAD #2
SCALE: 1/4"=1'-0"

NOTE
1. ALL CONDUITS TO STUB UP 4" ABOVE SLAB.

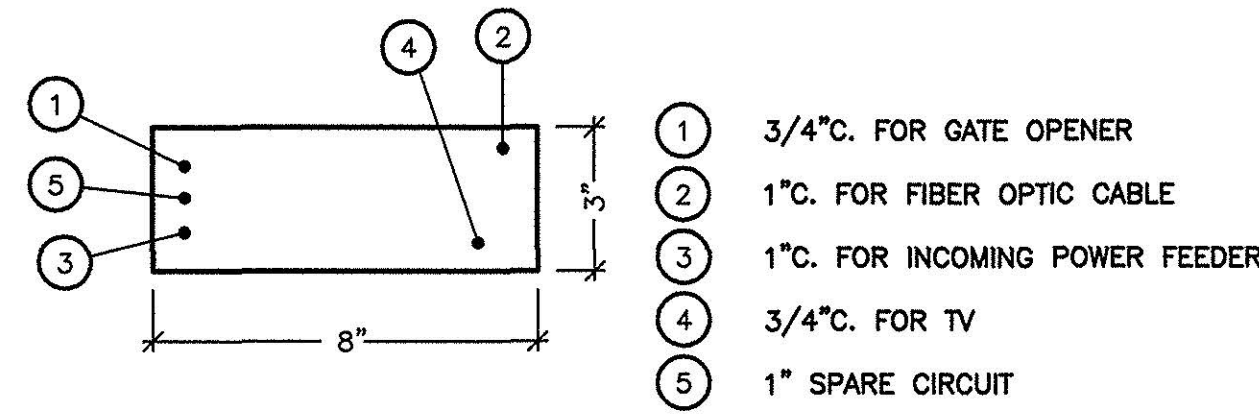


DETAIL No. 2 OF SLOT OPENING FOR GUARD BOOTH #2
SCALE: NONE

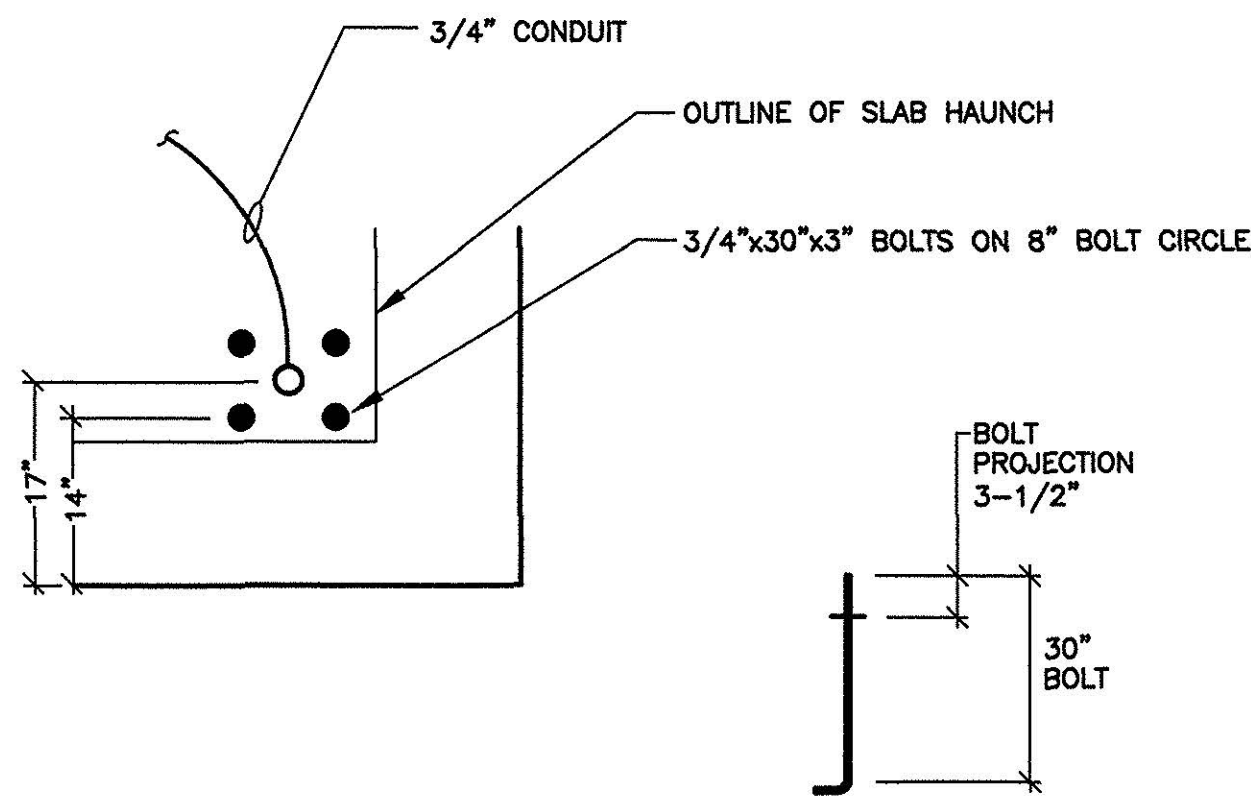


GUARD BOOTH PAD #3
SCALE: 1/4"=1'-0"

NOTE
1. ALL CONDUITS TO STUB UP 4" ABOVE SLAB.

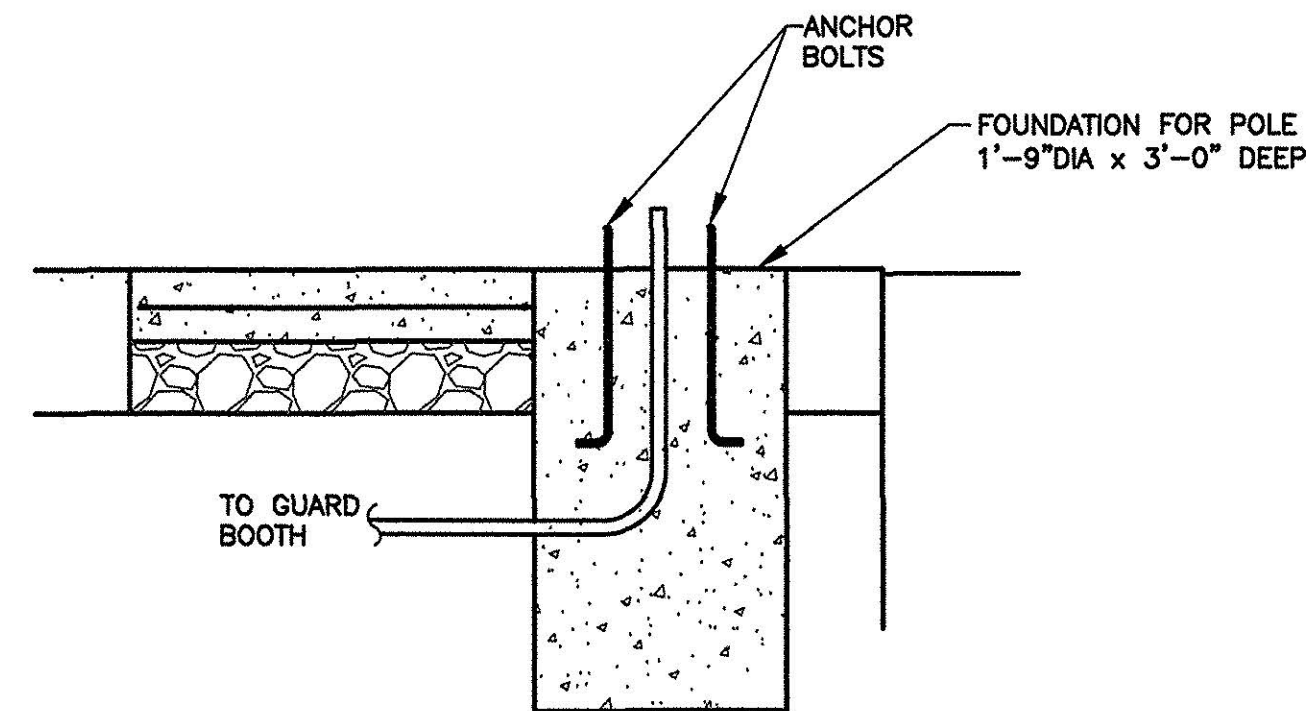


DETAIL No. 3 OF SLOT OPENING FOR GUARD BOOTH #3
SCALE: NONE



BOLT PATTERN - TV POLE MOUNT
SCALE: 3/4"=1'-0"

ANCHOR BOLT DESCRIPTION:
KW-SSP16-4.0-71KZ41-4



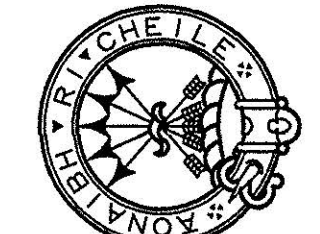
TYPICAL CONCRETE PAD DETAIL
SCALE: 3/4"=1'-0"

THIS DRAWING IS FOR REFERENCE ONLY. ALL WORK INDICATED HEREIN HAS BEEN COMPLETED BY OTHERS. ALL CONDUITS FOR CCTV AT GUARD BOOTHS ARE IN PLACE.

SEPARATELY BOUND SPECIFICATIONS ARE PART OF THIS CONTRACT



CAMERON ENGINEERING & ASSOCIATES, LLP
Three Aerial Way, Suite 100
Syosset, New York 11791-5593



COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
NEW YORK
YAPHANK, NEW YORK
CHARLES J. BARTHA, P.E.
COMMISSIONER

PROJECT TITLE: RENOVATIONS/IMPROVEMENTS TO COHALAN COURT COMPLEX
SITE SECURITY
SHEET TITLE: GUARD BOOTH PADS AND DETAILS
DRAWN BY: KCS
CHECKED BY: JMC
DATE: 8/15/02
PROJECT FILE NAME: 694AES

DWG NO: **III 8**
CP # 1125
BLDG NO: 00802

SUFFOLK COUNTY BID REQUEST

BID/LETTING #: 24/0108LPWI-A2

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

INVITATION: THIS IS AN INVITATION TO SUBMIT A SEALED BID FOR THE FURNISHING OF SUPPLIES, EQUIPMENT, SERVICES AND/OR MATERIAL + LABOR SUBJECT TO THE TERMS AND CONDITIONS AND SPECIAL INSTRUCTIONS OF THIS BID. BIDS MUST BE RECEIVED AND DATE STAMPED PRIOR TO THE PUBLIC BID OPENING AT 11:00 AM ON THURSDAY, MAY 09, 2024

MAIL OR DELIVER BIDS/LETTINGS TO:
COUNTY OF SUFFOLK, NY – DEPARTMENT OF PUBLIC WORKS
PURCHASING OFFICE, 335 YAPHANK AVENUE, YAPHANK NY 11980-9744

MARK BIDS/LETTINGS AS FOLLOWS: PROJECT LOCATION: 400 CARLETON AVE, CENTRAL ISLIP,
RUSH BID TO PA: JENNIFER CRUDO PROJECT CONSTRUCTION DURATION: STATE BEST
OPENING DATE: 5/9/2024
BID/LETTING #: 24/0108LPWI-A2 FOR ADDITIONAL INFORMATION CONTACT:
NIGP CODE: 91001 **Jennifer.Crudo@suffolkcountyny.gov**

ONLY THE FOLLOWING ITEMS MUST BE FILLED OUT AND THE ORIGINAL COPIES SUBMITTED WITH THIS BID.

- 2024B- BID REQUEST FORM – SIGNED IN INK
- ALL PAGES WITH PRICING, WAGES, AND MODEL NUMBERS; ALONG WITH SPECIFICATIONS FOR ANY ALTERNATE BIDS

THE FOLLOWING FORMS WILL BE REQUIRED FROM THE LOW BIDDER ONLY UPON REQUEST.

- SCEX FORM 22 – PUBLIC DISCLOSURE STATEMENT 2 MUST BE NOTARIZED2
- FTS FORM – STATEMENT OF NON-COLLUSION
- DOL – LO2 UNION ORGANIZATION CERTIFICATE / DECLARATION
- DOL-LHE2/2 – LAWFUL HIRING 2MUST BE NOTARIZED2
- LL52-22222 DISQUALIFICATION OF NON-RESPONSIVE BIDDERS
- LW-2/28 – LIVING WAGE FORMS
- LOBBYING CERTIFICATION FORM

BIDDER'S ACCEPTANCE – ALL BIDS MUST BE SIGNED IN INK.

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH ANY OR ALL OF THE ITEMS AND/OR SERVICES ON WHICH PRICES ARE QUOTED, AT THE PRICE AND DELIVERY TIME INDICATED, SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

FIRM NAME – PRINT ABOVE

FEDERAL TAX ID NUMBER

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

WEBSITE ADDRESS

CONTACT NAME - PRINT

AUTHORIZED SIGNATURE

DATE

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

DESCRIPTION:

IN AN EFFORT TO EXPEDITE THE PROCESSING OF THIS AWARD, IT IS ENCOURAGED ORIGINAL COMPLETED NOTARIZED COMPLIANCE FORMS BE INCLUDED IN PROPOSAL

- OR EQUAL – MANUFACTURERS LISTED ARE FOR REFERENCE PURPOSES ONLY. VENDORS BIDDING ALTERNATES TO THE MODELS SPECIFIED MUST PROVIDE COMPLETE SPECIFICATIONS WITH THEIR BID. ANY EXCEPTIONS TAKEN TO ANY PART OF THESE SPECIFICATIONS MUST BE FULLY EXPLAINED IN WRITING AND RETURNED WITH THE BID. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.
- INCLUDE ALL SHIPPING CHARGES IN YOUR UNIT PRICING AND/OR DISCOUNT. INSIDE DELIVERY IS REQUIRED UNLESS SPECIFIED.
- THE BIDDERS REPLY IS TO REMAIN IN EFFECT FOR 90 DAYS AFTER THE BID OPENING DATE.
- THE COUNTY RESERVES THE RIGHT TO AWARD FUTURE CONTRACTS/PURCHASE ORDERS TO THE NEXT LOW BIDDER IN THE EVENT OF DEFAULT OR CANCELLATION OF A PREVIOUSLY AWARDED CONTRACT/PURCHASE ORDER.
- SUFFOLK COUNTY RESERVES THE RIGHT TO ADD OR REMOVE LOCATIONS
- EQUIPMENT TO BE COVERED BY ONE YEAR PARTS / LABOR WARRANTY OR MANUFACTURER'S WARRANTY, WHICHEVER IS LONGER.
- SUFFOLK COUNTY RESERVES THE RIGHT TO AWARD THIS BID TO SINGLE OR MULTIPLE VENDORS, IN WHOLE OR IN PART, BY ITEM, BY CLASS, BY CATEGORY, OR TO ESTABLISH PRIMARY AND SECONDARY CONTRACTS.
- THE AWARD OF THE CONTRACT TO THE SUCCESSFUL BIDDER DOES NOT GRANT THE CONTRACTOR EXCLUSIVE RIGHTS TO ALL JOBS. THE COUNTY RESERVES THE RIGHT TO BID SEPARATELY ANY JOB IF IT IS DETERMINED TO BE IN THE COUNTY'S BEST INTEREST, AND/OR IF IT IS OVER THE DOLLAR LIMIT MANDATED BY N.Y.S. MUNICIPAL LAW. IF SUCH A SITUATION ARISES, THE CONTRACTED VENDOR HAS THE RIGHT TO BID ON ALL SUCH JOBS.
- BIDS SUBMITTED WHICH INCLUDE CONDITIONS, EXCEPTIONS OR QUALIFICATIONS, SHALL BE DEEMED NON-RESPONSIVE AND MAY BE REMOVED FROM THE BID AWARD PROCESS.
- INSURANCE REQUIREMENTS
 - * CERTIFICATE OF INSURANCE [ACORD] CERTIFICATE HOLDER MUST READ COUNTY OF SUFFOLK – 335 YAPHANK AVE – YAPHANK NY 11787
 - * ADDITIONAL INSURED ENDORSEMENT PAGE (NAMING THE COUNTY OF SUFFOLK AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. THE GENERAL LIABILITY POLICY NUMBER IS REQUIRED ON THIS PAGE.)
 - * DISABILITY CERTIFICATE OF INSURANCE (FORM DB-120 OR DB-155)

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

- * WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (FORM C-105.2 OR U-26.3)
- * DECLARATION PAGES FROM YOUR INSURANCE POLICY FOR EACH OF THE BELOW LISTED TYPES OF INSURANCE

GENERAL LIABILITY:

\$2,000,000 FOR EACH OCCURRENCE (OR \$1,000,000 FOR EACH OCCURRENCE FOR GENERAL LIABILITY PLUS \$1,000,000 FOR EACH OCCURRENCE FOR EXCESS / UMBRELLA LIABILITY)

AUTOMOBILE LIABILITY:

SERVICE OR COMMODITY CONTRACTS: BODILY INJURY: \$500,000 PER PERSON, PER ACCIDENT -

PROPERTY DAMAGES: \$100,000 PER OCCURRENCE

CONSTRUCTION CONTRACTS: BODILY INJURY: \$1,000,000 PER PERSON, PER ACCIDENT - PROPERTY

DAMAGES: \$500,000 PER OCCURRENCE

EXCESS/UMBRELLA LIABILITY:

\$1,000,000 FOR EACH OCCURRENCE UNLESS GENERAL LIABILITY IS \$2,000,000 OR GREATER, THEN THIS IS NOT NEEDED

(SEE INSTRUCTIONS TO BIDDERS FOR FURTHER DETAILS)

- ALL BUILDERS RISK INSURANCE IS REQUIRED FOR THIS PROJECT FOR 100% OF THE PROJECT VALUE.
- CONTRACTORS SHALL PAY THEIR EMPLOYEES THE PREVAILING WAGE AS DEFINED IN SECTION 220 OF THE NYS LABOR LAW, SCHEDULE OF PREVAILING WAGES, HERETO ATTACHED AND MADE PART OF THIS REQUIREMENT, PRC # 2024003501 . POLITICAL SUBDIVISIONS UTILIZING THE RESULTING CONTRACT MUST OBTAIN THEIR OWN PRC #. SUFFOLK COUNTY WILL DISQUALIFY A BID IF THE HOURLY LABOR RATE BID FALLS BELOW THE PREVAILING WAGE RATE PLUS BENEFITS INCLUDED IN THE OFFERING.
- SPECIFIC OVERTIME REQUIREMENTS FOR EACH TRADE OR OCCUPATION ARE CONTAINED IN THE NEW YORK STATE PREVAILING WAGE RATE SCHEDULE EXCEPT WHERE A LABOR AGREEMENT MIGHT INTERVENE.
- PREVAILING WAGE APPLIES TO THIS CONTRACT, COMPLETE FORM DOL-LW1/38, SECTIONS II (CHECK ☐ PAY PREVAILING WAGE RATES ☐) FILL IN SECTIONS III AND IV.
- A MWBE AFFIDAVIT AND CERTIFICATION FORM MUST BE INCLUDED WITH YOUR BID. THE FORM AND SUFFOLK COUNTY MWBE REQUIREMENTS ARE SUMMARIZED IN THE AFFIRMATIVE ACTION PACKAGE. IN ADDITION, THE LOW BIDDER WILL BE REQUIRED TO PROVIDE THE CONSULTANTS/CONTRACTORS DETAILED MBE/WBE UTILIZATION PLAN FORM.
- REFER TO INSTRUCTIONS TO BIDDERS AND/OR GENERAL CONDITIONS FOR FURTHER INFORMATION.
- THIS PROJECT IS TO BE BID AS A SINGLE PRIME PROJECT. BIDDERS SHALL SUBMIT WITH THEIR BIDS, A SEPARATE SEALED LIST THAT NAMES EACH SUBCONTRACTOR THE BIDDER WILL USE TO PERFORM WORK ON THE CONTRACT, AND THE AGREED-UPON AMOUNT TO BE PAID TO EACH AS APPLICABLE, FOR: (A) PLUMBING AND GAS FITTING (I.E., PLUMBING WORK), (B) STEAM HEATING, HOT WATER HEATING, VENTILATING AND AIR CONDITIONING APPARATUS (I.E., HVAC WORK WHICH INCLUDES FIRE SPRINKLER)

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

AND (C) ELECTRIC WIRING AND STANDARD ILLUMINATING FIXTURES (I.E., ELECTRICAL WORK). THE APPARENT LOW BIDDER'S SUBCONTRACT INFORMATION WILL BE OPENED AND READ ALOUD AT THE BID OPENING.



ADDENDUM-A1: 04/26/2024

CHANGES / CLARIFICATIONS TO THE SCOPE OF WORK

- The written specifications (Section 131200) shall take precedence over the provided reference drawings. Reference drawings are provided for size, orientation and configuration only.

CHANGES TO THE DRAWINGS

- The Reference Drawings (2 of 3 & 3 of 3) have been updated for clarity.

QUESTIONS & ANSWERS

Q: I want to confirm that we are installing five new security booths at 2 locations. 2 Security booth at 210 Center Dr, Riverhead, NY 11901, 3 Security booth at 400 Carleton Ave, Central Islip, NY 11722

A: The scope of work for this project pertains *ONLY* to the (3) security booths at the Cohalan Court Complex, Central Islip location.

Q: Can you please confirm the total quantity, model # /series, and length of the new horizontal swing Tubular Vehicle Barrier Gates for both locations?

A: The horizontal swing Tubular Vehicle Barrier Gate model and series specification will be "Z-Series Aluminum, By Hoover Fence or approved equal). The sizes are to be as follows;

- (1) 14'-0" (Checkpoint #1)
- (1) 14'-0" (Checkpoint #2)
- (1) 16'-0" (Checkpoint #3)

Q: Could you kindly confirm the party responsible for handling the fiber optics wire connections and disconnections for the three security booths?

A: As per the Scope of Work, the electrical, telecom and vehicle barrier gate control disconnect and reconnect is the responsibility of the contractor.

Q: Based on yesterday's walkthrough, it was noted that four barrier gates are needed. Can you please verify this requirement for confirmation?

A: Three (3) vehicle barrier gates are to be provided.

Q: In reviewing the project specifications, particularly the SCOPE OF WORK section, item number 4 mentions the installation of three new horizontal swing Tubular Vehicle Barrier Gates (ZSeries by Hoover Fence or approved equal).

- Could you please direct me to the specific location in the specs where I can find the item number and the length specifications for the gate? There are four types of Z-Series gates available. Please advise.
- Existing gates have electrical power. Can you please advise us on what action we are going to take?

ADDENDUM-A1: 04/26/2024

A: The existing tubular vehicle barrier gates are not electrified. Please see the answer above for clarification regarding the Tubular Vehicle Barrier Gates.

Q: What is the width of the horizontal swing Tubular Vehicle Barrier Gates (Z-Series by Hoover Fence) Available options are 20ft, 22ft, 24ft, 26ft, 28ft, 30ft, 32ft, 34ft, 36ft, 38ft and 40ft.

A: Please see the answer above regarding the gate specification.

Q: In the walk thru it was mentioned that county will take care of all electrical and telecom work but SOW as mentioned in the specs includes Disconnecting and reconnecting existing electrical power, vehicle barrier gate controls and data/telephone at booths for reuse. Please clarify.

A: As per the Scope of Work, the electrical, telecom and vehicle barrier gate control disconnect and reconnect is the responsibility of the contractor.

Q: Does all electrical work to be done by a Suffolk County licensed master electrician?

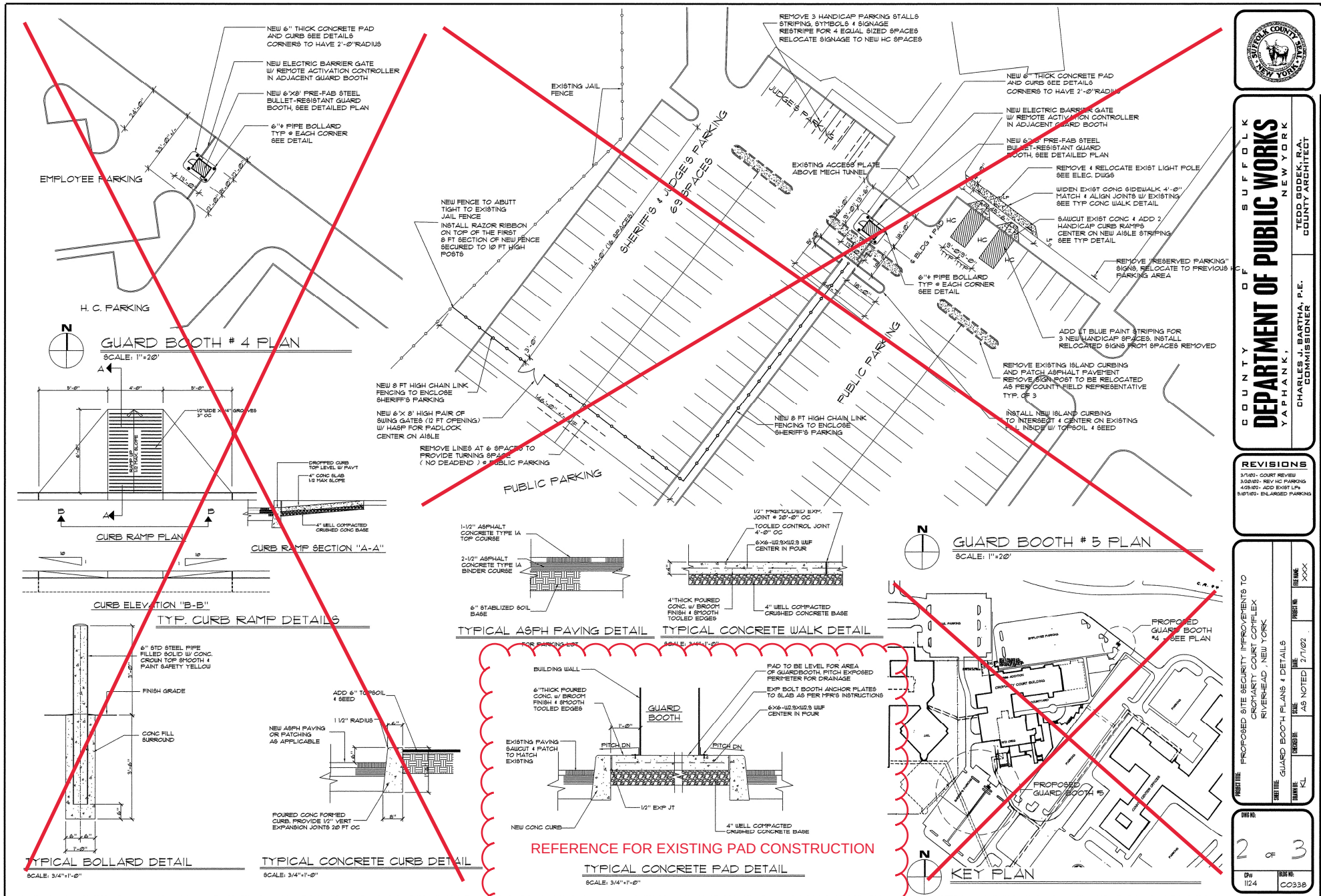
A: Yes

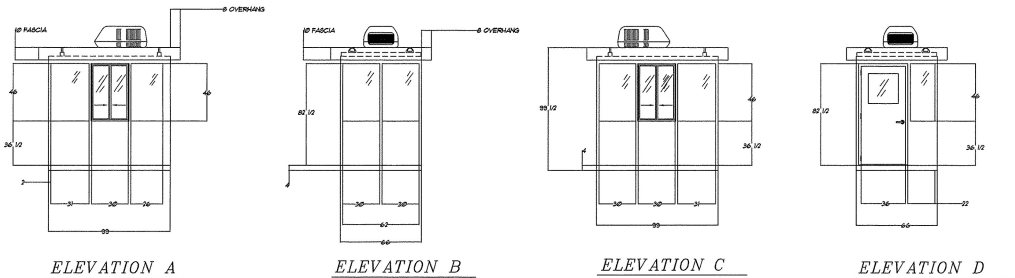
Q: In General Conditions, it is mentioned that Electrical work shall require an Underwriters Certificate. Could you please explain this?

A: Any electrical work performed will need to be inspected by a qualified third-party electrical inspector.

Q: Is there any concrete work for the booths or they'll be anchored to the existing concrete pads?

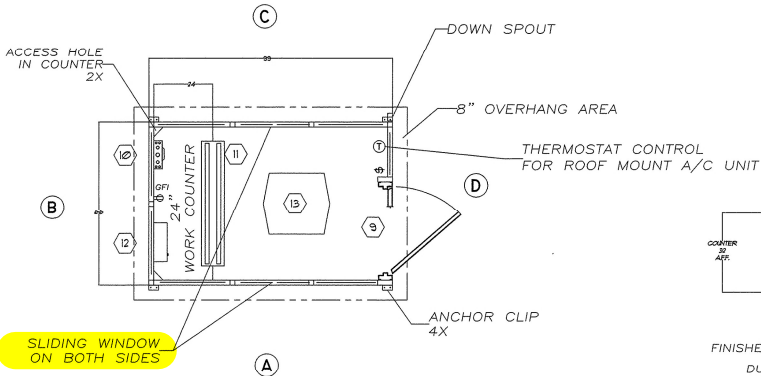
A: There is no concrete work in the scope of this project. The new booths will be placed on the existing concrete pads.





GUARD BOOTH ELEVATIONS

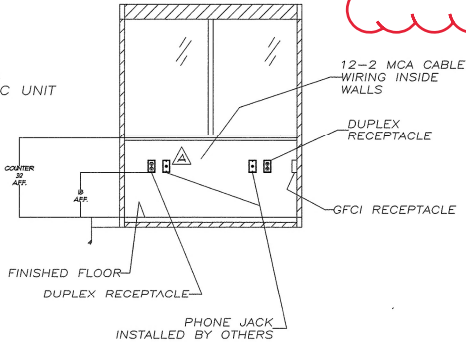
EXTERIOR COLOR TO BE QUAKER BRONZE



PLAN VIEW
1/2" = 1'

TYPICAL GUARD BOOTH PLAN

SEE DRAWING 2 FOR LOCATION PLANS AND MOUNTING DETAILS

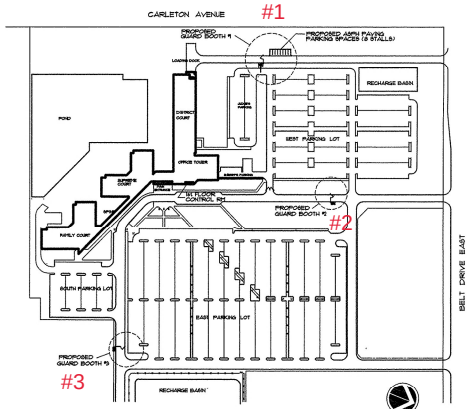


INTERIOR COUNTER WALL
ELEVATION
1/2" = 1'

SYMBOL LEGEND

SPECIFICATION SECTION 131200 TO TAKE PRECEDENCE

- A. GENERAL: Pre-assembled building of steel construction.
- 1. DIMENSIONS: 5' 6" (1676.4mm) wide x 8' 3" (2514.6mm) long and approximately 16 1/2" (2553.3mm) in height.
- 2. FRAME: Framing shall be 2" x 2" x 1/2" (50.8 x 50.8 x 3.048 mm) structural tube, ASTM A500 grade B. Seams shall be MIG welded. Exposed seams shall be ground flat and smooth.
- 3. BASE/FLOOR: Building to typically be constructed on a 4" cold galvanized structural tube frame. Floor assembly to be 2" (50.8 mm) thick comprised of galvanized steel under-slab, insulation and 1/8" (3.18 mm) aluminum tread plate finished floor.
- 4. WALL PANELS: Wall panels shall be 14 ga exterior, 3" (76.2 mm) of EPS insulation, and a 16 ga inside face. Panels shall be galvanized and shall be MIG welded into place.
- 5. CEILING: Interior ceiling shall be foam core panel system providing smooth flat interior. Constructed from 24 ga prefinished white steel with expanded polystyrene core.
- 6. ROOF: Construct using steel 20 ga G-90 interlocking pan sections. Sections shall be factory coated with industrial quality polyester white paint. Sections shall be 3" (76.2mm) high with varying widths able to support minimum of 50 psf (2354 Pa) live load. Roof drains into full perimeter gutter system.
- 7. FINISH: Exterior surfaces shall be smooth and flat with no visible blemishes. Surfaces shall be painted using an epoxy/urethane prime to paint system designed to withstand salt spray and freeze thaw testing.
- 8. WINDOWS: Fixed windows shall be 3/16" (4.76 mm) tempered safety glass. Sliding and cashier windows shall be 1/8" (3.18 mm) tempered safety glass. Window frames shall be anodized aluminum and fastened to building with no exposed fasteners. Moving windows shall be supplied with locking device.
- 9. DOOR: Standard door shall be sliding type. Door shall be top hung style using an aluminum overhead track and rollers. Sliding doors shall be a steel commercial grade with 3 hinges and closure arm. Doors shall be supplied with mortise locks and removable cylinders.
- 10. ELECTRICAL: Electrical shall be wired according to N.E.C. standards. Standard load center shall be a General Electric 125 Amp 120/240 volt unit with 4 to 12 open circuits. Wiring shall be within the wall system. Wiring is 12-2 MCA solid THHN 600V UL type Flexible Metal Clad Cable. (1) GFCI duplex receptacle with tester is used as an outlet.
- 11. LIGHTING: Lighting shall be a twin fluorescent light with tube covers.
- 12. HEAT: Heating will be wall mounted electric with fan forced operation. 1500w/5120 BTU and thermostat in an enamel coated 20 ga steel cabinet.
- 13. A/C: A/C shall be a 11K BTU cooling w/5.6K BTU electric heat, 110 V roof mount unit.



KEY PLAN



CITY OF NEW YORK
DEPARTMENT OF PUBLIC WORKS
YAP HANK, P.E.
CHARLES J. BARTHA, P.E.
COMMISSIONER
TEDD BODEK, R.A.
COUNTY ARCHITECT

REVISIONS

REVISION	DATE	BY	CHK	APP
1	11/28/01	AS NOTED	KL	XXXX

SUFFOLK COUNTY BID REQUEST

BID/LETTING #: 24/0108LPWI-A1

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

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PURCHASING OFFICE, 335 YAPHANK AVENUE, YAPHANK NY 11980-9744

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RUSH BID TO PA: JENNIFER CRUDO PROJECT CONSTRUCTION DURATION: STATE BEST
OPENING DATE: 5/9/2024
BID/LETTING #: 24/0108LPWI-A1 FOR ADDITIONAL INFORMATION CONTACT:
NIGP CODE: 91001 **Jennifer.Crudo@suffolkcountyny.gov**

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- ALL PAGES WITH PRICING, WAGES, AND MODEL NUMBERS; ALONG WITH SPECIFICATIONS FOR ANY ALTERNATE BIDS

THE FOLLOWING FORMS WILL BE REQUIRED FROM THE LOW BIDDER ONLY UPON REQUEST.

- SCEX FORM 22 – PUBLIC DISCLOSURE STATEMENT MUST BE NOTARIZED
- FTS FORM – STATEMENT OF NON-COLLUSION
- DOL – LO UNION ORGANIZATION CERTIFICATE / DECLARATION
- DOL-LHE – LAWFUL HIRING MUST BE NOTARIZED
- LL5-2222 DISQUALIFICATION OF NON-RESPONSIVE BIDDERS
- LW-28 – LIVING WAGE FORMS
- LOBBYING CERTIFICATION FORM

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FIRM NAME – PRINT ABOVE

FEDERAL TAX ID NUMBER

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

WEBSITE ADDRESS

CONTACT NAME - PRINT

AUTHORIZED SIGNATURE

DATE

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

DESCRIPTION:

IN AN EFFORT TO EXPEDITE THE PROCESSING OF THIS AWARD, IT IS ENCOURAGED ORIGINAL COMPLETED NOTARIZED COMPLIANCE FORMS BE INCLUDED IN PROPOSAL

- OR EQUAL – MANUFACTURERS LISTED ARE FOR REFERENCE PURPOSES ONLY. VENDORS BIDDING ALTERNATES TO THE MODELS SPECIFIED MUST PROVIDE COMPLETE SPECIFICATIONS WITH THEIR BID. ANY EXCEPTIONS TAKEN TO ANY PART OF THESE SPECIFICATIONS MUST BE FULLY EXPLAINED IN WRITING AND RETURNED WITH THE BID. FAILURE TO DO SO MAY BE CAUSE FOR DISQUALIFICATION.
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- BIDS SUBMITTED WHICH INCLUDE CONDITIONS, EXCEPTIONS OR QUALIFICATIONS, SHALL BE DEEMED NON-RESPONSIVE AND MAY BE REMOVED FROM THE BID AWARD PROCESS.
- INSURANCE REQUIREMENTS
 - * CERTIFICATE OF INSURANCE RECORD CERTIFICATE HOLDER MUST READ COUNTY OF SUFFOLK – 335 YAPHANK AVE – YAPHANK NY 11787
 - * ADDITIONAL INSURED ENDORSEMENT PAGE (NAMING THE COUNTY OF SUFFOLK AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY. THE GENERAL LIABILITY POLICY NUMBER IS REQUIRED ON THIS PAGE.)
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Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

- * WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (FORM C-105.2 OR U-26.3)
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\$2,000,000 FOR EACH OCCURRENCE (OR \$1,000,000 FOR EACH OCCURRENCE FOR GENERAL LIABILITY PLUS \$1,000,000 FOR EACH OCCURRENCE FOR EXCESS / UMBRELLA LIABILITY)

AUTOMOBILE LIABILITY:

SERVICE OR COMMODITY CONTRACTS: BODILY INJURY: \$500,000 PER PERSON, PER ACCIDENT -

PROPERTY DAMAGES: \$100,000 PER OCCURRENCE

CONSTRUCTION CONTRACTS: BODILY INJURY: \$1,000,000 PER PERSON, PER ACCIDENT - PROPERTY

DAMAGES: \$500,000 PER OCCURRENCE

EXCESS/UMBRELLA LIABILITY:

\$1,000,000 FOR EACH OCCURRENCE UNLESS GENERAL LIABILITY IS \$2,000,000 OR GREATER, THEN THIS IS NOT NEEDED

(SEE INSTRUCTIONS TO BIDDERS FOR FURTHER DETAILS)

- ALL BUILDERS RISK INSURANCE IS REQUIRED FOR THIS PROJECT FOR 100% OF THE PROJECT VALUE.
- CONTRACTORS SHALL PAY THEIR EMPLOYEES THE PREVAILING WAGE AS DEFINED IN SECTION 220 OF THE NYS LABOR LAW, SCHEDULE OF PREVAILING WAGES, HERETO ATTACHED AND MADE PART OF THIS REQUIREMENT, PRC # 2024003501 . POLITICAL SUBDIVISIONS UTILIZING THE RESULTING CONTRACT MUST OBTAIN THEIR OWN PRC #. SUFFOLK COUNTY WILL DISQUALIFY A BID IF THE HOURLY LABOR RATE BID FALLS BELOW THE PREVAILING WAGE RATE PLUS BENEFITS INCLUDED IN THE OFFERING.
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- PREVAILING WAGE APPLIES TO THIS CONTRACT, COMPLETE FORM DOL-LW1/38, SECTIONS II (CHECK ☐ PAY PREVAILING WAGE RATES ☐) FILL IN SECTIONS III AND IV.
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- REFER TO INSTRUCTIONS TO BIDDERS AND/OR GENERAL CONDITIONS FOR FURTHER INFORMATION.
- THIS PROJECT IS TO BE BID AS A SINGLE PRIME PROJECT. BIDDERS SHALL SUBMIT WITH THEIR BIDS, A SEPARATE SEALED LIST THAT NAMES EACH SUBCONTRACTOR THE BIDDER WILL USE TO PERFORM WORK ON THE CONTRACT, AND THE AGREED-UPON AMOUNT TO BE PAID TO EACH AS APPLICABLE, FOR: (A) PLUMBING AND GAS FITTING (I.E., PLUMBING WORK), (B) STEAM HEATING, HOT WATER HEATING, VENTILATING AND AIR CONDITIONING APPARATUS (I.E., HVAC WORK WHICH INCLUDES FIRE SPRINKLER)

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

AND (C) ELECTRIC WIRING AND STANDARD ILLUMINATING FIXTURES (I.E., ELECTRICAL WORK). THE APPARENT LOW BIDDER'S SUBCONTRACT INFORMATION WILL BE OPENED AND READ ALOUD AT THE BID OPENING.



SUFFOLK COUNTY BID REQUEST

BID/LETTING #: 24/0108LPWI

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

INVITATION: THIS IS AN INVITATION TO SUBMIT A SEALED BID FOR THE FURNISHING OF SUPPLIES, EQUIPMENT, SERVICES AND/OR MATERIAL + LABOR SUBJECT TO THE TERMS AND CONDITIONS AND SPECIAL INSTRUCTIONS OF THIS BID. BIDS MUST BE RECEIVED AND DATE STAMPED PRIOR TO THE PUBLIC BID OPENING AT 11:00 AM ON THURSDAY, MAY 09, 2024

MAIL OR DELIVER BIDS/LETTINGS TO:
COUNTY OF SUFFOLK, NY – DEPARTMENT OF PUBLIC WORKS
PURCHASING OFFICE, 335 YAPHANK AVENUE, YAPHANK NY 11980-9744

MARK BIDS/LETTINGS AS FOLLOWS: PROJECT LOCATION: 400 CARLETON AVE, CENTRAL ISLIP,
RUSH BID TO PA: JENNIFER CRUDO PROJECT CONSTRUCTION DURATION: STATE BEST
OPENING DATE: 5/9/2024
BID/LETTING #: 24/0108LPWI FOR ADDITIONAL INFORMATION CONTACT:
NIGP CODE: 91001 **Jennifer.Crudo@suffolkcountyny.gov**

ONLY THE FOLLOWING ITEMS MUST BE FILLED OUT AND THE ORIGINAL COPIES SUBMITTED WITH THIS BID.

- 221B- BID REQUEST FORM – SIGNED IN INK
- ALL PAGES WITH PRICING, WAGES, AND MODEL NUMBERS; ALONG WITH SPECIFICATIONS FOR ANY ALTERNATE BIDS

THE FOLLOWING FORMS WILL BE REQUIRED FROM THE LOW BIDDER ONLY UPON REQUEST.

- SCEX FORM 22 – PUBLIC DISCLOSURE STATEMENT (MUST BE NOTARIZED)
- FTS FORM – STATEMENT OF NON-COLLUSION
- DOL – LO1 UNION ORGANIZATION CERTIFICATE / DECLARATION
- DOL-LHE1/2 – LAWFUL HIRING (MUST BE NOTARIZED)
- LL52-2012 DISQUALIFICATION OF NON-RESPONSIVE BIDDERS
- LW-1/38 – LIVING WAGE FORMS
- LOBBYING CERTIFICATION FORM

BIDDER'S ACCEPTANCE – ALL BIDS MUST BE SIGNED IN INK.

THE UNDERSIGNED OFFERS AND AGREES TO FURNISH ANY OR ALL OF THE ITEMS AND/OR SERVICES ON WHICH PRICES ARE QUOTED, AT THE PRICE AND DELIVERY TIME INDICATED, SUBJECT TO THE TERMS AND CONDITIONS HEREIN.

FIRM NAME – PRINT ABOVE

FEDERAL TAX ID NUMBER

ADDRESS

CITY

STATE

ZIP

PHONE NUMBER

FAX NUMBER

E-MAIL ADDRESS

WEBSITE ADDRESS

CONTACT NAME - PRINT

AUTHORIZED SIGNATURE

DATE

Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

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- 10% RETAINAGE IN LIEU OF BID SECURITY WILL BE HELD FROM EACH PAYMENT APPLICATION UNTIL THE APPROVED FINAL APPLICATION FOR PAYMENT IS MADE. REFER TO GENERAL TERMS AND CONDITION.
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Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

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PROJECT – Replacement of Prefabricated Security Booths at the Cohalan Court Complex, Central Islip, NY

FUNDING SOURCE – CP1125.320

PROJECT OVERVIEW

The County intends on replacing three prefabricated security booths located at the West, North and East parking lot entrances adjacent to the Cohalan Court Complex at 400 Carleton Ave, Central Islip. The current booths which were originally installed in 2002 are rusting out and in poor condition. The booths are manned by NYS Court Security during regular operating hours 8am to 5 pm, Monday through Friday. The booths contain power, data/telephone service distributed from the main building and also have controls for the adjacent vehicle barrier gates to operate. The specified new booths will be the same size and orientation as the existing booths. Refer to specifications and Scope of Work below.

SCOPE OF WORK

The work includes:

1. Removal and disposal of (3) existing 6 ft. x 8 ft. prefab metal booths currently bolted to concrete pads.
2. Disconnecting and reconnecting existing electrical power, vehicle barrier gate controls and data/telephone at booths for reuse. The contractor shall protect all utilities and equipment during construction.
3. Furnishing and installation of (3) new 6 ft. x 8 ft. prefabricated Security Booths as per the specifications herein. Refer to the original 2002 plans attached for location and details for reference. The prefab booth manufacturer shall provide shop drawings for approval by the County prior to fabrication.
4. Furnish and install (3) new horizontal swing Tubular Vehicle Barrier Gates (Z-Series by Hoover Fence or approved equal) to replace in the existing locations.

GENERAL REQUIREMENTS

1. The project shall be performed during regular working business hours on weekdays, approximately 7:00 am to 3:30 pm. DPW will have a Clerk on duty to coordinate owner related responsibilities. Refer to General Conditions for further detail.
2. The Contractor shall maintain a clean and safe construction site free of all debris and hazards on a daily basis. The Contractor is responsible for his own debris removal.
3. The Contractor shall furnish operating and maintenance instructions for the buildings as per the General Conditions.
4. The contractor shall comply with the DPW Building Permit issued for this project. Electrical work shall require an Underwriters Certificate. Other required inspections will be done by Suffolk County and a CO will be issued by same. No additional permits are required.
5. Refer to payment terms in the General Conditions. Payments can be invoiced on a monthly basis based on the percentage of work completed as verified by the DPW Project Representative. A signed "Notice of Award" letter will be signed by the Commissioner, County Attorney and County Executive and will be issued by Purchasing as the contract. All labor shall be quoted in accordance with New York State Prevailing Wage Rates. (see attached) The lowest responsible bidder will be issued a Purchase Order as their contract to proceed.

SPECIFICATIONS & DRAWINGS

1. Refer to 2002 existing drawings 2 of 3 for Site Plans and 3 of 3 for Detailed Plans of current booth configurations and original specifications. **These are for reference only, however the new booths shall be same size and orientation.** Utility access panel shall be duplicated to allow the existing conduits to remain in place for ease of replacement. The original booths were provided by Austin Mohawk & Co., LLC (previously Austin Fabricating) 2175 Beechgrove Place, Utica, NY 13501. Tele: 315-793-3000.
2. Refer to the attached specification section 131200 – Prefabricated Booth for detailed requirements for the new booths.

BONDS

There are no bid security requirements. There are no payment or material bond requirements however a 10% retainage will be held from each payment application until the approved final application for payment is made. Refer to General Conditions.

BID FORMAT

This Project is to be bid as a **single prime project**. Bidders shall submit with their bids, a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each as applicable, for (a) Electrical Work. The apparent low bidder's subcontract information will be opened and read aloud at the bid opening.

NON-MANDATORY PRE-BID SITE VISIT

A recommended site visit will be held on April 24th at 10am. Attendees will meet at the main entrance of the Cohalan Court Complex, 400 Carleton Ave, Central Islip NY. See aerial image for exact meeting location. Follow-up addenda will be issued as required to clarify any scope of work. Contact DPW Representative Scott DiFiore, R.A. at 631-852-4009 or e-mail to scott.difiore@suffolkcountyny.gov to confirm attendance by 4/22/2024.

PROJECT COMPLETION

It is intended that the work under this project to be completed substantially within 90 days after issuance of the Notice to Proceed.

LUMP SUM BID

The bidder agrees that he is to furnish all labor, materials, equipment, supplies and other facilities necessary and required for the execution and completion of the project in strict accordance with the Project Drawings and Documents for the lump sum price of:

\$ _____

(written in figures)

Submitted by: _____

(Print Company Name)

ADDENDUM

The undersigned further declares that he has received and examined the following addenda:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Contractor Signature
(for all addenda)

DIVISION 13 – SPECIAL CONSTRUCTION

SECTION 131200 – PREFABRICATED BOOTH REPLACEMENT

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. The work under this section consists of all labor, equipment and materials to furnish and install prefabricated security booths with bullet resistance as specified herein. The installation shall include but not be limited to:
 - 1. Removal and disposal of existing booths.
 - 2. Utility, telephone/data disconnections and reconnections.
 - 3. Unloading, placement, installation and anchoring to existing slabs.

1.3 REFERENCES

- A. Underwriters Laboratory UL 752-Standard for Bullet Resisting Equipment:
 - 1. ASTM C 1172 - Standard Specification for Laminated Architectural Flat Glass
- B. NIJ Standard 0108.01 - (National Institute of Justice)
 - 1. Standard for Ballistic Resistant Protective Materials (September, 1985)
- C. ASTM B 209 - Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate
- D. ASTM B 221 - Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.

1.4 SUBMITTALS

- A. Catalog sheets, specifications, and installation instructions for each material/component specified.
- B. Samples or brochures illustrating available finish options specified shall be submitted to owner for selections.
- C. Color charts illustrating available colors and patterns for specified finishes shall be submitted to Architect for selections.
- D. Detailed shop drawings shall include:
 - 1. Plans, Elevations, Sections and Details as required to completely describe sizes and locations of the unit and all casework, doors, windows, switches and all other equipment whether standard or custom based on the requirements of the contract documents.
 - 2. Door and Window Details.

3. Electrical Plan showing location of switches, outlets, fixtures and panels.
4. Mechanical Plan showing operation of mechanical system and components.

1.5 QUALITY ASSURANCE & WARRANTY

- A. Structures shall be the product of a manufacturer with a minimum of 20 years- documented experience in the design and fabrication of portable steel buildings.
- B. Provide a manufacturer's standard 1 year warranty on the buildings upon delivery and a 5 year warrantee on AC equipment.
- C. Prefabricated buildings by manufacturers other than the one approved shall submit sufficient data to enable approval to be given. As a minimum: design drawings and/or calculations, applicable certifications, catalog information, and color samples showing equal range of variety.
- D. Electrical devices factory installed within the prefabricated building shall be UL listed.
- E. Adherence to applicable portions of state and local building codes is the responsibility of the installing contractor. Building manufacturer shall be responsible for providing the booth manufactured in complete compliance with codes and shall provide drawings and calculations wet stamped by an Engineer Registered in the State of New York.
- F. Design loads: Live Loads: Floor 40 PSF, wind 120 MPH, exposure B, snow load 30 PSF.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product:
 1. Austin Mohawk & Co., LLC
2175 Beechgrove Place, Utica, NY 13501
 2. B.I.G. Enterprises, Inc. 9702 E. Rush Street
South El Monte, CA. 91733 <http://www.bigbooth.com/>
 3. Or approved equal

2.2 PERFORMANCE CRITERIA

- A. Bullet Resistant Fiberglass Panels shall be "non ricochet type" to permit the encapture and retention of an attacking projectile lessening the potential of a random injury or lateral penetration.
- B. Panel Rating: UL752 Level 2.
- C. Bullet resistance of joints: equal to that of the panel.

2.3 MATERIALS

- A. Booth Unit
 1. The Security Booths shall be 6 ft. x 8 ft. with 100" nominal outside height. Interior clear height to ceiling shall be 90". Unit to be UL Classified and bear a UL classified

label affixed to the side of the building and have a data plate affixed to the load center.

B. Structure

1. Prefabricated steel building shall be single unit welded steel construction. Building to be shipped completely assembled. All welded joints ground smooth. Booth to be designed to meet or exceed U.L. 752 standards for Level 3 protection. The booth shall have this protection in all areas, from finished ceiling height, down to finished floor height. The roof, fascia, overhang, soffit & floor are not bullet resistant.
2. Frame Construction: Framing shall be 14 gage steel or heavier mechanical tube. All joints shall be MIG welded.

C. Base and Floor

1. R-19 insulated, 4" mechanical steel tube or 4"x4"x1/4" steel angle frame encapsulated with a rust proof protective undercoating paint. Floor assembly comprised of 1/8" aluminum tread plate finished floor.

D. Wall Panels

1. 18 ga. cold rolled galvanized steel interior panels with U.L. 752 Level 2 bullet resistant exterior armor plate panels, MIG welded between frame and mullions for self-aligning unitized system. Walls to be insulated to a minimum of R-19.

E. Doors

1. Unit to have a 36" swing door to provide UL 752 Level 2 bullet resistance, steel frame with hydraulic closer. Door shall have three stainless steel hinges and lever lockset with removable core type cylinder compatible with Schlage large format core.

F. Windows

1. Unit to have steel/aluminum window frame system with flush mounted corners and welded fastening. Unit to have fixed windows in all areas, except sliding window shall include an insect screen and locking device. All windows shall be glazed with U.L.752 Level 2 tinted 3 ply with 3/16" polycarbonate with abrasion resistant surface each finish layer, polyurethane interlayer, 1/2" acrylic sheet, (Lexgard HP875 or equal) with no exposed exterior fasteners.

G. Finish

1. Rust inhibitive high build epoxy primer and two part polyurethane finish coat. Paint to have minimum 3500 hour salt spray test. Booth to be painted color as directed by the Owner. Figure one color inside and out.

H. Roof / Ceiling

1. Exterior use, insulated to R-30. Interior finished ceiling shall be 20 ga pre-finished white steel sections with insulation above.
2. Roof to be 16ga. galvanized steel welded to interior structural framing and joists.
3. Roof to be finished with a three part membrane.
4. Booth will have a minimum 12" tall parapet fascia and shall have removable lifting eyes for hoisting by crane.
5. Roof to slope to drain to the 4" rear overhang with a gutter system and downspouts.

I. Weatherproofing

1. Weather-tight for exterior use. All seams and joints pressure bonderized. All openings fully weather stripped floor underside to have bituminous coating.

- J. Counter
 - 1. Unit to have one 24" deep full width $\frac{3}{4}$ " white melamine work space counter supplied with countertop drop wire grommets. Drawer storage shall be under counter mounted. Drawer shall be 17 $\frac{1}{4}$ " w x 20" d x 6 $\frac{5}{8}$ " h and made from 18 ga steel.
- K. Electrical
 - 1. U.L. approved fixtures wired to N.E.C. standards.
 - 2. Load Center shall be minimum 125 Amp 120/240 volt unit with 6/12 circuits. Wiring shall be within surface mounter EMT conduit, and included shall be 2 GFI protected 20A receptacles.
 - 3. Unit shall have four empty single gang J-Boxes with empty $\frac{3}{4}$ " conduit runs under the floor with pull strings to the stub area.
 - 4. Lighting shall be 1- 1' x 4' interior LED light located over counter and controlled by a wall switch.
 - 5. Access panels for incoming conduits to match the existing booths size and locations.
- L. Heating
 - 1. Heating shall be 1 wall mounted electric fan forced air operation heater; 1500 W/5120 BTU with thermostat in an enamel coated 20 ga steel cabinet.
- M. Cooling
 - 1. Booth to have a commercial packaged A/c rooftop mounted air conditioner a minimum of 13,500 BTUH cooling capacity, 13.5 approximate full-load amps for cooling. 325 CFM evaporator air delivery on high speed with a 5 year warranty.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of work.

3.2 APPLICATION

- A. The Contractor is responsible to install and anchor prefabricated buildings on flat and level existing concrete pad in accordance with the manufacturer's recommendations and placement drawings. Position units over utility stub-ups, verify building is level and anchor.

3.3 ADJUSTING

- A. Restore minor visual damage to factory applied finishes in a manner to match the appearance and performance of the original finish, or remove the damaged parts and replace them with undamaged parts.

3.4 CLEANING

- A. Remove strippable protective coatings after completion of work liable to damage the finish. Comply with manufacturer's recommendations for coating removal.
- B. Clean exposed exterior and interior surfaces of exterior wall panels. Remove any residue from strippable coatings. Comply with panel manufacturer's printed recommendations for

cleaning.

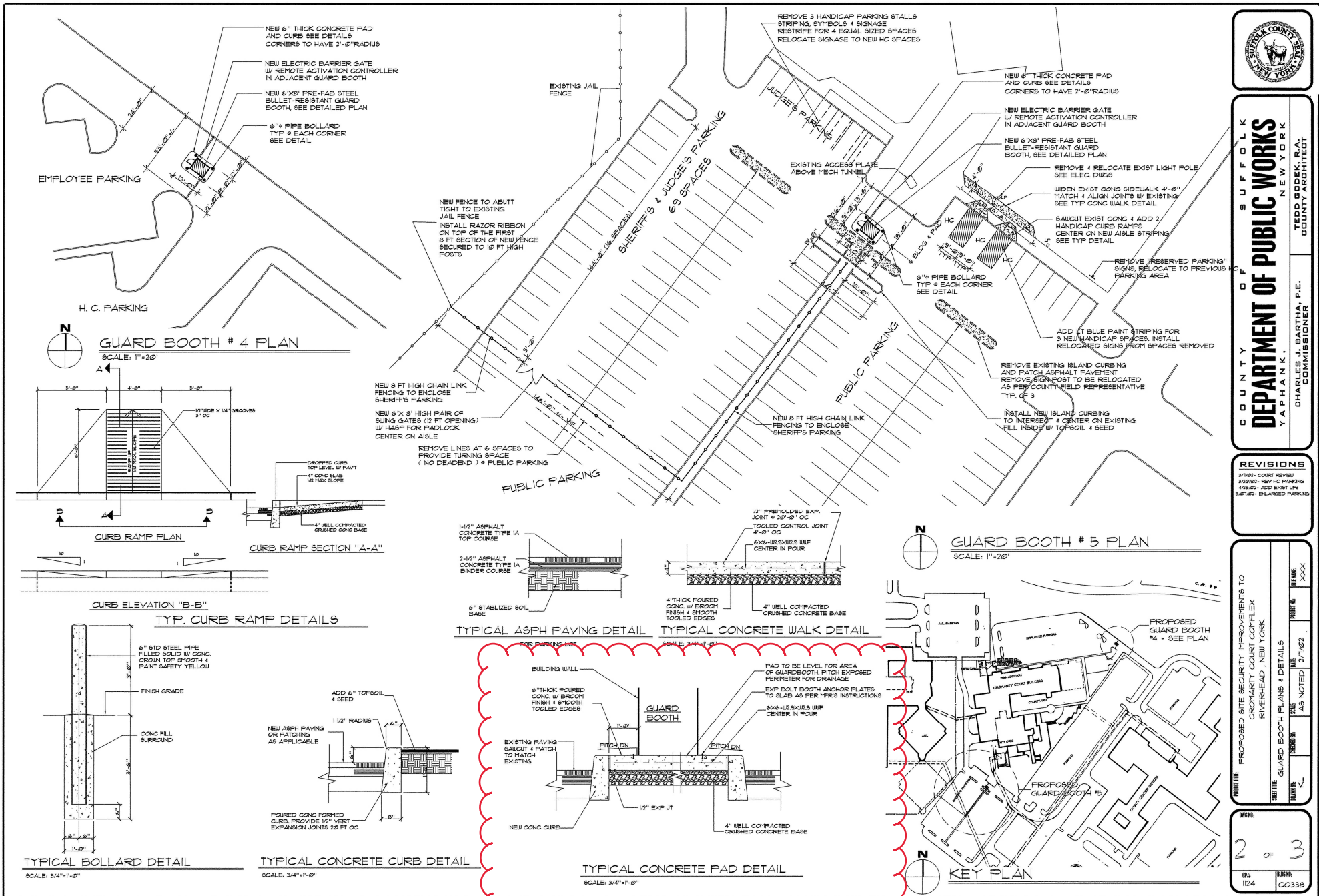
- C. Clean and polish all floors.
- D. Vacuum all interior surfaces.

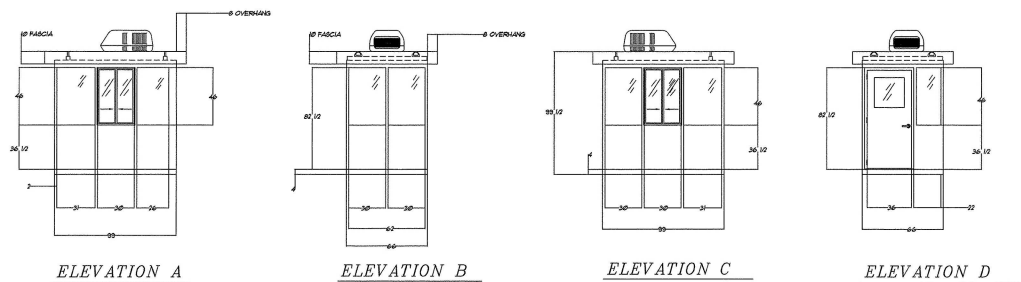
END OF SECTION



MEET HERE FOR
WALKTHROUGH

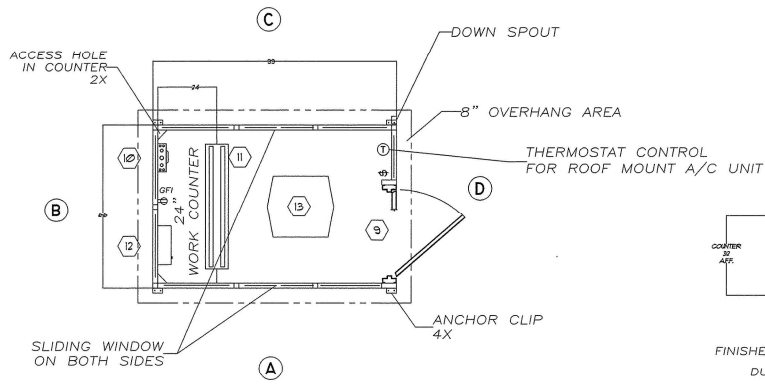
DRAWING PROVIDED FOR REFERENCE ONLY





GUARD BOOTH ELEVATIONS

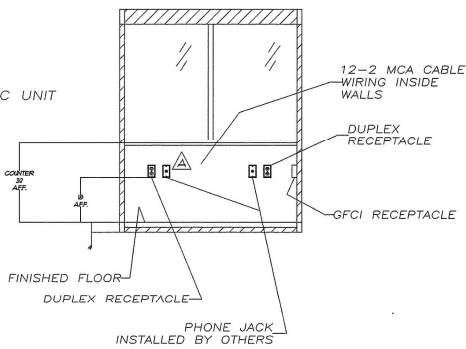
EXTERIOR COLOR TO BE QUAKER BRONZE



PLAN VIEW
1/2" = 1'

TYPICAL GUARD BOOTH PLAN

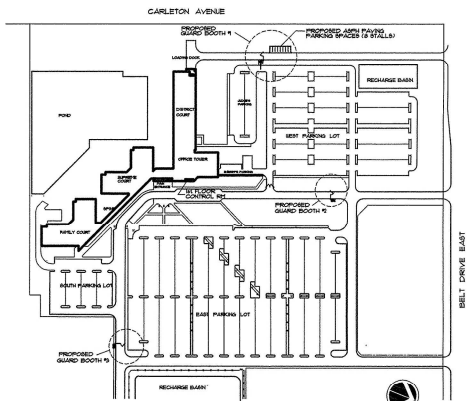
SEE DRAWING 2 FOR LOCATION PLANS AND MOUNTING DETAILS



INTERIOR COUNTER WALL
ELEVATION
1/2" = 1'

SYMBOL LEGEND

- A. GENERAL: Pre-assembled building of steel construction.
- ① DIMENSIONS: 5' 6" (1676.4mm) wide x 8' 3" (2514.6mm) long and approximately 16 1/2" (2553.3mm) in height.
- ② FRAME: Framing shall be 2" x 2" x 1/2" (50.8 x 50.8 x 3.048 mm) structural tube, ASTM A500 grade B. Seams shall be MIG welded. Exposed seams shall be ground flat and smooth.
- ③ BASE/FLOOR: Building to typically be constructed on a 4" cold galvanized structural tube frame. Floor assembly to be 2" (50.8 mm) thick comprised of galvanized steel under-slab, insulation and 1/8" (3.18 mm) aluminum tread plate finished floor.
- ④ WALL PANELS: Wall panels shall be 14 ga exterior, 3" (76.2 mm) of EPS insulation, and a 16 ga inside face. Panels shall be galvanized and shall be MIG welded into place.
- ⑤ CEILING: Interior ceiling shall be foam core panel system providing smooth flat interior. Constructed from 24 ga prefinished white steel with expanded polystyrene core.
- ⑥ ROOF: Construct using steel 20 ga, G-90 interlocking pan sections. Sections shall be factory coated with industrial quality polyester white paint. Sections shall be 3" (76.2mm) high with varying widths able to support minimum of 50 psf (2394 Pa) live load. Roof drains into full perimeter gutter system.
- ⑦ FINISH: Exterior surfaces shall be smooth and flat with no visible blemishes. Surfaces shall be painted using an epoxy/urethane prime to paint system designed to withstand salt spray and freeze thaw testing.
- ⑧ WINDOWS: Fixed windows shall be 3/16" (4.76 mm) tempered safety glass. Sliding and cashier windows shall be 1/8" (3.18 mm) tempered safety glass. Window frames shall be anodized aluminum and fastened to building with no exposed fasteners. Moving windows shall be supplied with locking device.
- ⑨ DOOR: Standard door shall be sliding type. Door shall be top hung style using an aluminum overhead track and rollers. Sliding doors shall be 4 steel commercial grade with 3 hinges and closure arm. Doors shall be supplied with mortise locks and removable cylinders.
- ⑩ ELECTRICAL: Electrical shall be wired according to N.E.C. standards. Standard load center shall be a General Electric 125 Amp 120/240 volt unit with 4 to 12 open circuits. Wiring shall be within the wall system. Wiring is 12-2 MCA solid THHN 600V UL type Flexible Metal Clad Cable. (1) GFCI duplex receptacle with tester is used as an outlet.
- ⑪ LIGHTING: Lighting shall be a twin fluorescent light with tube covers.
- ⑫ HEAT: Heating will be wall mounted electric with fan forced operation. 1500w/5120 BTU and thermostat in an enamel coated 20 ga steel cabinet.
- ⑬ A/C: A/C shall be a 14K BTU cooling w/5.6K BTU electric heat, 120 V roof mount unit.



KEY PLAN



COUNTY OF SUFFOLK
DEPARTMENT OF PUBLIC WORKS
YAPHANK, NEW YORK
TEDD BODEK, R.A.
COUNTY ARCHITECT
CHARLES J. BARTHA, P.E.
COMMISSIONER

REVISIONS

PROJECT TITLE: PROPOSED SITE SECURITY IMPROVEMENTS TO COHALAN COURT COMPLEX CENTRAL ISLIP, NEW YORK					FILE NAME: XXX
SHEET TITLE: GUARD BOOTH PLANS & DETAILS					
DRAWN BY: KL	CHECKED BY: AS NOTED	DATE: 11/28/01			

EXHIBIT B

MINORITY/WOMEN BUSINESS ENTERPRISE

**SUFFOLK COUNTY, NEW YORK
MINORITY/WOMEN BUSINESS ENTERPRISE
REQUIREMENTS**

**AFFIRMATIVE ACTION PACKAGE COVERING
EQUAL EMPLOYMENT OPPORTUNITY
ON SUFFOLK COUNTY CONSTRUCTION PROJECTS,
INFORMATION, FORMS AND INSTRUCTIONS
FOR BIDDERS**

1. INTRODUCTION

Federal Executive Order No. 11625 established a public policy to assure the opportunity for full participation of socially and economically disadvantaged groups in our free enterprise system.

Federal Executive Order No. 11246, as amended, prohibits job discrimination because of race, color, religion, sex or national origin and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Title VI of the Federal Civil Rights Act of 1964, as amended in 1972, provides that "No persons in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance".

New York State provisions for equal employment opportunities for minorities and women shall be in accordance with §312 of the New York State Executive Law.

Accordingly, Suffolk County has developed a Minority/Women Business Enterprise Program with the following objectives:

- A. To identify Minority/Women Business Enterprise capable of entering the County's construction program and/or procurement of goods and services program.
- B. To provide maximum realistic opportunity for Minority/Women Business Enterprises to compete in the County's program.

All County Contractors are required to take positive steps, consistent with sound procurement practices and applicable law, to utilize Minority/Women Business Enterprises to the maximum extent.

2. MINORITY/WOMEN BUSINESS REGISTRY

In accordance with the County's Minority Business Enterprise Program, on all County construction projects, all prime Contractors are required to list prior to award of contract all Minority Business Enterprise(s) that are proposed to be utilized in the performance of the project.

The Affirmative Action Office maintains a Minority/Women Business Registry of minority/women owned firms which may be capable of providing the goods and services or may be able to perform the construction work required for performance of the contract. Prime contractors or subcontractors, who are interested in identifying minority owned firms with which they may enter into business arrangements, are invited to utilize the County's Minority/Women Business Registry by contacting the Affirmative Action Office and specifying the products, services and/or trades that are needed.

3. AFFIRMATIVE ACTIONS TO BE PERFORMED BY THE CONTRACTOR

For the purpose of expanding opportunities for Minority/Women Business Enterprises, all bidders will undertake the following affirmative actions:

- A. Fully comply with the "Requirements, Terms and Conditions" as set forth in the Appendix.
- B. Detach, complete and submit with bid the "Affidavit and Certification" form.
- C. The apparent low bidder is required to prepare and submit to the M/WBE Officer, within fifteen (15) business days after notification as lowest responsible bidder, a "Consultants/Contractors Detailed MBE/WBE Utilization Plan".

4. APPENDIX

A. Requirements, Terms and Conditions

- (1) The goal established by Suffolk County for minority business enterprise participation in all projects through either subcontracting or entering into a joint venture with minority/women business enterprises is a goal of twelve percent (12%).
 - i. Minority Business Enterprise is defined as a business enterprise that is owned or controlled (i.e. having more than 50% of the share of each class of stock or interest and receiving 50% of the net profits or losses) by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or similar cause. Such persons include, but are not limited to, Blacks (not of Hispanic origin), Hispanics, Asians, Pacific Islanders, American Indians and Alaskan natives.
 - ii. Women Business Enterprise is defined as a business enterprise that is owned and/or controlled (i.e. having more than 51% of the share of each class of stock or interest and receiving 51% of the net profits or losses) by a woman.
- (2) A bidder who fails or refuses to comply with the "Requirements, Terms and Conditions" of this Appendix shall not be deemed a responsive bidder and will not be awarded the contract.
- (3) The bidder's commitment herein is to meet the minority/women business enterprise objectives and is not intended and shall not be used to discriminate against any qualified company or group of companies.

- (4) The bidder's commitment to a specific goal for minority/women business enterprise utilization as established by Suffolk County shall constitute a commitment to make every good faith effort to meet such goal by subcontracting to and/or entering into purchase of service agreements with, and/or entering into a joint venture with minority/women business firms.
- (5) The amount of minority participation will be determined by the dollar value of the work subcontracted to minority/women business enterprise firms as compared to the total value of all work performed under this contract and/or by the percentage of the project costs, as set forth in Paragraph 6 of this Appendix, which the parties agree will be shared by a minority/women business enterprise firm where a joint venture is entered into for the rendering of services, procurements or construction of the project.
- (6) The degree of goal attainment by minority-majority joint ventures and minority/women Contractors will be calculated as follows:
 - i. A joint venture consisting of minority and majority business enterprises, functioning as a prime Contractor, will be credited with minority participation on the basis of percentage of profit to accrue to the M/WBE. For example, if a minority-majority joint venture proposes to perform 50% of a project quoted at \$500,000 and 50% of the profits are to accrue to the minority partner in the joint venture, minority participation will be credited as 25% of the work or \$125,000.
 - ii. M/WBE Contractors will be credited with minority participation for that portion of the contract which they perform and that portion subcontracted to minority firms. For example, if an M/WBE Contractor proposes to perform a project quoted at \$500,000 and subcontracts 25% to a majority firm and 25% to a minority firm, minority participation will be credited as 75% or \$375,000.
- (7) A maximum of five percent (5%) of the twelve percent (12%) MBE goal will be allowed for Women Business Enterprise (WBE) subcontractor.
- (8) The Contractor shall receive credit for use of M/WBE suppliers as follows:
 - i. One hundred percent (100%) of the goal for M/WBE suppliers who are wholesalers warehousing the goods supplied and are manufacturers' representatives.
 - ii. Fifty percent (50%) of the goal for M/WBE suppliers who are wholesalers warehousing the goods supplied and are not

manufacturers' representatives.

- iii. Three percent (3%) of the goal for non-manufacturing supplier (M/WBE).
- (9) Price alone will not be an acceptable basis for rejecting M/WBE bids unless it can be shown that no reasonable price can be obtained from a M/WBE.
- (10) If the bid of the apparent low bidder does not meet the established goal, said bidder must submit documentation indicating that it has made every good faith effort to meet such goal, which might include, but not be limited to:
- i. attendance at the pre-bid meeting;
 - ii. advertisement in trade association newsletters and minority-owned media for specific sub-bids that would be at least equal the percentage goal for M/WBE utilization specified for the project;
 - iii. direct negotiation with M/WBE's for specific sub-bids;
 - iv. a detailed statement of the efforts made to negotiate with M/WBE's including at a minimum: the names, addresses and telephone numbers of M/WBE's who were contacted; a description of the information provided to M/WBE's regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional prospective agreements with M/WBE's, if needed to meet the stated goal, were not reached;
 - v. a detailed statement of the efforts made to select portions of the work proposed to be performed by M/WBE's in order to increase the likelihood of achieving the stated goal;
 - vi. a detailed statement for each M/WBE contacted of the reasons for the bidder's conclusion that the firm is not qualified or unavailable.

A bid which fails to meet the established goal or to show meaningful good faith efforts to that end will be found non-responsive.

- (11) Where a subcontract or order held by an M/WBE or minority/non-minority Joint Venture is terminated, the Contractor shall give prompt notice thereof to the Affirmative Action Officer and shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed or an alternative order or

orders for the same materials to be furnished by another qualified M/WBE or M/WBE's for a price or prices totaling not less than the price of the terminated subcontract or order. Satisfactory evidence shall be furnished in a timely manner to the County.

- (12) The County, through its Affirmative Action Officer, will conduct periodic inspection of the Contractor's minority/women business enterprise involvement efforts during performance of this contract. Such inspections will include, but not be limited to, the Contractor's monthly statement of monies received from the County and the portion of said monies that was paid to the minority business enterprise(s) as evidenced by affirmation of the minority/women's business enterprise(s) which the Contractor hereby agrees to supply each month during the term of its contract with the County. Where the Affirmative Action Officer finds that the Contractor has failed to comply with the requirements of this Appendix, said Officer will inform the County Attorney who will immediately notify the Contractor to take corrective action.

Where the Contractor has been found to have failed to exert every good faith effort as set forth in Paragraph 10 above, to involve minority/women business enterprise in the work provided, the County may declare that the contract is terminated by reason of the Contractor's default, and/or may declare that the Contractor is ineligible to receive further County funds, whether as a Contractor, subcontractor, or as a consultant, for a period of up to three years.

- (13) The Contractor will keep records and documents for three years following performance of this contract to indicate compliance with this Appendix. These records and documents, or copies thereof, will be made available at reasonable times and places for inspection by any authorized representatives of the County and will be submitted to the County upon request together with any other compliance information which such representative may require.
- (14) Bidders and Contractors are bound by all the "Requirements, Terms and Conditions" of this Appendix.
- (15) Nothing in this Appendix shall be interpreted to diminish the present contract compliance review.

B. Submissions

- (1) Affidavit and Certification

Bid documents contain information regarding Suffolk County's requirements concerning minority/women business participation. Potential bidders at the time of bid submission are required to submit only

the "Affidavit and Certification" form.

(2) Consultants/Contractors Detailed MBE/WBE Utilization Plan

The lowest responsible bidder, as determined by the Owner, must submit a Consultants/Contractors Detailed MBE/WBE Utilization Plan prior to award. The Utilization Plan must include:

- i. Name, address and telephone number of the M/WBE firm that have committed to perform work in connection with the proposed Suffolk County contract as well as any such enterprise which the contractor intends to use in connection with the contractor's performance of the proposed Suffolk County contract.
- ii. Description of the work to be performed/materials to be supplied by the M/WBE firm.
- iii. The estimated or, if known, actual dollar amounts to be paid to the M/WBE firm.

If selected as the lowest responsible bidder, the contractor shall submit periodic reports relating to the operation and implementation of the submitted Utilization Plan, including a final report at the end of the contract term. The compliance reports shall include, but not be limited to:

- i. The name, address and telephone number of each certified women and minority-owned business enterprise the contractor is using or intends to use to comply with the Utilization Plan.
- ii. A brief description of the scope of work to be performed for the contractor by each certified women and minority-owned business enterprise and the scheduled dates for performance.
- iii. A statement of whether the contractor has a written agreement with each certified women and minority-owned business enterprise and, if requested, copies of such agreements.
- iv. The actual cost of the scope of work to be performed by each certified women and minority-owned business enterprise.
- v. Documentation of the actual amounts of any payments made by the contractor to each certified women and minority-owned business enterprise as of the submission date of the compliance report.

In the event the contractor's non-compliance with the non-discrimination clauses and M/WBE requirements of any County contract, such contract may be cancelled, terminated or suspended in whole or in part.

C. Informal Administrative Review

- (1) Failure to comply with the terms of this M/WBE program shall be a factor in determining whether a contractor is the lowest responsible bidder. Upon request, a contractor who is not awarded a contract may be notified of the grounds for the non-award of the contract.
- (2) Failure to comply with the non-discrimination clauses and M/WBE requirements of any County contract shall be a factor in determining whether a contractor is in default of such contract. Upon request, a contractor who is declared in default of a contract may be notified of the grounds for notice of default on such contract.

MINORITY/WOMEN BUSINESS ENTERPRISE
COUNTY OF SUFFOLK - DEPARTMENT OF PUBLIC WORKS-YAPHANK,NEW YORK

DEPARTMENT OF PUBLIC WORKS

CONSULTANTS/CONTRACTORS DETAILED MBE/WBE UTILIZATION PLAN

Consultant/Contractor: _____ Project Name/CP Number: _____
Address: _____ Total Bid Price \$: _____
_____ MBE/WBE Participation \$: _____
Contract Description: _____

Name, Address & Telephone of MBE/WBE Firm	Work to be done/materials to be Supplied by MBE/WBE Firm (Include Item Numbers)	Dollar Value of Each (By Item)

_____ Signature of Contractor/Owner	Date: _____ Email: _____
_____ Print (Name and Title)	

OFFICE OF MINORITY/WOMEN ENTERPRISE USE ONLY

SUBTOTALS	U.P. APPROVED BY	U.P. DISAPPROVED BY	COMMENTS
MBE:			
WBE:			

MINORITY/WOMEN BUSINESS ENTERPRISE
COUNTY OF SUFFOLK - DEPARTMENT OF PUBLIC WORKS-YAPHANK,NEW YORK

The following individuals are available to assist prospective bidders in meeting the requirements of the Minority/Women Business Enterprise Program:

RODERICK PEARSON, EXECUTIVE DIRECTOR OF HUMAN SERVICES
OFFICE OF MINORITY AFFAIRS
SUFFOLK COUNTY EXECUTIVE OFFICE
P. O. BOX 6100, HAUPPAUGE, NEW YORK 11788
(631) 853-5692

JAMES O'CONNELL, LOCAL LAW COMPLIANCE COORDINATOR
SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
335 YAPHANK AVENUE
YAPHANK, NEW YORK 11980
(631) 852-4599

SUBCONTRACTORS

INDICATE IF NO SUBCONTRACTOR WILL BE USED FOR THE SPECIFIED ITEM 'OR' IF SELF-PERFORMING

1. **PLUMBING**

SUBCONTRACTOR NAME: _____

AGREED UPON AMOUNT TO BE PAID: \$ _____

2. **HVAC/MECHANICAL**

SUBCONTRACTOR NAME: _____

AGREED UPON AMOUNT TO BE PAID: \$ _____

3. **ELECTRIC**

SUBCONTRACTOR NAME: _____

AGREED UPON AMOUNT TO BE PAID: \$ _____

4. **GENERAL CONTRUCTION**

SUBCONTRACTOR NAME: _____

AGREED UPON AMOUNT TO BE PAID: \$ _____



Kathy Hochul, Governor

Roberta Reardon, Commissioner

SUFFOLK COUNTY DPW

JENNIFER CRUDO, PURCHASING AGENT
335 Yaphank Avenue
Yaphank NY 11980

Schedule Year 2023 through 2024
Date Requested 03/22/2024
PRC# 2024003501

Location COHALAN COURT COMPLEX
Project ID# 24/0108LPWI
Project Type Replacement of three pre-fabricated security booths at Cohalan Court. Removal, disposal, electrical disconnect/reconnect, furnish and install new booths.

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 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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.

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

SUFFOLK COUNTY DPW

JENNIFER CRUDO, PURCHASING AGENT
335 Yaphank Avenue
Yaphank NY 11980

Schedule Year 2023 through 2024
Date Requested 03/22/2024
PRC# 2024003501

Location COHALAN COURT COMPLEX
Project ID# 24/0108LPWI
Project Type Replacement of three pre-fabricated security booths at Cohalan Court. Removal, disposal, electrical disconnect/reconnect, furnish and install new booths.

Notice of Contract Award

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

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

Contractor Information

All information must be supplied

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

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

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

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

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

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

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

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

Effective June 23, 2020

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12226

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



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)



Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



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) 568-5287		

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

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

Suffolk County General Construction

Asbestos Worker	03/01/2024
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JOB DESCRIPTION Asbestos Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Asbestos Worker \$ 46.75
Removal & Abatement Only*

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

SUPPLEMENTAL BENEFITS

Per Hour:

Asbestos Worker \$ 12.65
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 \$ 12.65

4-12a - Removal Only

Boilermaker	03/01/2024
--------------------	-------------------

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: 07/01/2023 01/01/2024

Boilermaker	\$ 65.88	\$ 67.38
Repairs & Renovations	65.88	67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 26.49	+ \$26.85

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 (*B, O, **U) on OVERTIME PAGE

Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

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)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.12	\$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

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

4-5

Broadband 03/01/2024

JOB DESCRIPTION Broadband

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	7/01/2023	06/30/2024
Field Tech	\$ 50.87	Additional
Install/Repair		3% *

(*)To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per Hour: \$ 23.24

OVERTIME PAY

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

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

HOLIDAY

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

4-CWA-Dist1

Carpenter 03/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2023
Piledriver	\$ 59.16 + 9.79*

Dockbuilder \$ 59.16
+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 45.34

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
\$25.60	\$31.20	\$39.58	\$47.97
+ 5.30*	+ 5.30*	+ 5.30*	+ 5.30*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: \$ 31.83

8-1556 Db

Carpenter

03/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023

Carpet/Resilient

Floor Coverer \$ 55.05
+ 8.25*

*This portion is not subject to overtime premiums

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 39.45

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
\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33
+ 1.85*	+ 2.35*	+ 2.85*	+ 3.85*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 15.22	\$ 16.22	\$ 19.32	\$ 20.32

8-2287

Carpenter

03/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Marine Construction:

Marine Diver \$ 74.03
+ 9.79*

Marine Tender \$ 53.57
+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.34

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year	\$ 25.60 + 5.30*
2nd year	31.20 + 5.30*
3rd year	39.58 + 5.30*
4th year	47.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.83

8-1456MC

Carpenter

03/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023

Building \$ 58.70
Millwright + 12.62*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 44.31

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$31.74	\$37.19	\$42.64	\$53.54
+ 6.75*	+ 7.92*	+ 9.09*	+ 11.43*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.81	\$32.34	\$35.52	\$39.94

8-740.1

Carpenter

03/01/2024

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2023

Timberman \$ 54.05
+ 10.26*

*This portion not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2023

\$ 44.55

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
\$23.42	\$28.53	\$36.18	\$43.84
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:
All terms \$ 31.54

8-1556 Tm

Carpenter**03/01/2024**

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, Tompkins Corner, 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: 07/01/2023

Core Drilling:

Driller \$ 43.88
+ 2.50*

Driller Helper \$ 34.47
+ 2.50*

Note: Hazardous Waste Pay Differential:

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

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

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

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

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 28.85

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway**03/01/2024**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway**DISTRICT 4****ENTIRE COUNTIES**

Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	05/01/2024
Carpenter		Additional
(Building)	\$ 51.13	\$0.75/hr*
Carpenter		
(Heavy Highway)	51.13	

(*)To be allocated at a later date.

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

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:

Both Carpenter
Categories \$ 34.11

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
07/01/2023	\$ 25.16	\$ 29.58	\$ 31.78	\$ 33.98	\$ 38.41

05/01/2024	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
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Supplemental Benefits

Per Hour:

All Terms: \$ 21.02

4-Reg.Council Nass/Suff

Electrician

03/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2023

Electrician
Electrical Maintenance \$ 46.79

Traffic Signal 47.75

"PLEASE NOTE"

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

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician 14% of Hourly
Wage Paid + \$22.73

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

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

	07/01/2023
1st 6mns	40%
2nd 6mns	50%

2nd year	60%
3rd year	70%
4th year	80%
5th year	90%

Supplemental Benefits:

1st 6mns	5% + \$4.83
2nd 6mns	10% + \$5.64
2nd year	11% + \$6.99
3rd year	12% + \$9.21
4th year	13% + \$13.02
5th year	14% + \$16.56

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25m

Electrician	03/01/2024
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JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2023

Tree Trimmer/Remover

Line Clearance Specialist \$ 40.38

Groundman* \$24.22

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: 07/01/2023

Tree Trimmer 5% of Hourly
Line Clearance Specialist Wage Paid +
and Groundman \$19.29

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

OVERTIME PAY

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

HOLIDAY

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

4-1049/Tree

Electrician	03/01/2024
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JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2023 04/27/2024

Electrician/Wireman \$ 59.50 \$ 61.75
Inside/Outside

SUPPLEMENTAL BENEFITS

Per Hour
Electrician/Wireman 17% of Hourly 18% of Hourly

(all categories)	Wage Paid + \$ 33.23	Wage Paid + \$ 34.36
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NOTE: "Hourly Wage Paid" shall include any and all premium[s]

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

Indentured Before 4/25/2020:

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

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

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

Supplemental Benefits Per Hour:

07/01/2023

04/27/2024

Indentured Before 04/25/2020:

1st 6 Months	4% + \$ 5.44	5% + \$5.57
2nd 6 Months	9% + \$ 6.90	10% + \$6.90
3rd Year	10% + \$7.94	11% + \$8.14
4rd Year	11% + \$ 9.31	12% + \$9.57
5th Year	14% + \$ 11.70	15% + \$12.02
6th Year	15% + \$ 18.46	16% + \$19.04

Indentured After 04/25/2020 (6 month terms):

1st	4% + \$ 5.44	5% + \$ 5.57
2nd	9% + \$ 6.70	10% + \$ 6.90
3rd	10% + \$7.95	11% + \$ 8.17
4th	11% + \$9.31	12% + \$ 9.57
5th	11% + \$9.33	12% + \$ 9.60
6th	11% + \$ 9.34	12% + \$ 9.61
7th	14% + \$ 11.72	15% + \$ 12.06
8th	14% + \$ 11.75	15% + \$ 12.08
9th	15% + \$ 18.46	16% + \$ 19.04
10th	16% + \$ 19.10	16% + \$ 19.10

NOTE: Percentages are on "Hourly Wage Paid"

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

4-25

Electrician

03/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2023

Electrician

Pump & Tank \$ 45.65

SUPPLEMENTAL BENEFITS

Per Hour:

Electrician

Pump & Tank 18% of *Wage
paid + \$24.85

*Wage Paid includes any and all Premiums

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1 Year Terms at the Following:

Per Hour:

1st	2nd	3rd	4th
\$17.85	\$18.85	\$19.85	\$20.85

SUPPLEMENTAL BENEFITS

Per Hour:

1st	5% of *Wage paid + \$6.71
2nd	8% of *Wage paid + \$7.21
3rd	8% of *Wage paid + \$7.81
4th	8% of *Wage paid + \$7.81

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician

03/01/2024

JOB DESCRIPTION Electrician

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2023

Telephone and

Integrated Tele-Data

System Electrician \$ 40.43

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Management Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3912 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS

Per Hour:

Tele-Data

Electrician 18% of
Hourly Wage
Paid + \$ 22.36

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

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

4-25tela

Electrician Lineman

03/01/2024

JOB DESCRIPTION Electrician Lineman

DISTRICT 4

ENTIRE COUNTIES

Nassau, Queens, Suffolk

WAGES

For Utility Distribution & Transmission Line Construction:

Per Hour: 07/01/2023

Lineman/Splicer	\$65.25
Material Man	56.77
Heavy Equip. Operator	52.20

Groundman	39.15
Flagman	29.36

For Natural Gasline Construction	06/04/2024
Per Hour:	
Journeyman U.G.Mech	55.68 \$ 57.63

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:
Utility Distribution & Transmission Line Construction:

All Classifications	07/01/2023
	32.75% of Hourly Wage Paid + \$15.04

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

Natural Gasline Construction	07/01/2023	06/04/2024
Per Hour:		
Journeyman U.G.Mech.	32.08	33.12

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:

	07/01/2023
All Terms	31.75% of Hourly Wage Paid + \$ 15.04

4-1049 Line/Gas

Elevator Constructor

03/01/2024

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:
07/01/2023

Elevator Constructor \$ 77.49

Modernization &
Service/Repair \$ 60.89

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per Hour:

Elevator Constructor \$ 45.574

Modernization &
Service/Repairs 44.412

OVERTIME PAY

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

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

HOLIDAY

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

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

REGISTERED APPRENTICES

WAGES PER HOUR:

*Note:1st, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.

Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

6 MONTH TERMS:

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

SUPPLEMENTAL BENEFITS

Elevator Constructor

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

Modernization &
Service/Repair

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

4-1

Glazier

03/01/2024

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: 7/01/2023

Glazier & Glass Tinting	\$ 61.64
*Scaffolding	65.64
Window Film	
**Repair & Maintenance	30.76

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

****Repair & Maintenance-** All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$184,000.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 40.20

Window Film
Repair & Maintenance 23.19

OVERTIME PAY

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

For 'Repair & Maintenance' 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'

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:

7/01/2023

1st term \$ 21.93

2nd term 30.05

3rd term 39.95

4th term 48.97

Supplemental Benefits:

(Per hour)

1st term \$ 18.25

2nd term 25.97

3rd term 31.27

4th term 34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost

03/01/2024

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Insulators

Heat & Frost \$ 70.51

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators \$ 35.76

Heat & Frost

OVERTIME PAY

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

* Triple time for Labor Day (If worked)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages:

1 year terms.

Wages Per Hour:

1st	2nd	3rd	4th
\$ 28.20	\$ 35.26	\$ 42.31	\$ 49.36

Supplemental Benefits:

\$ 14.30	\$ 17.88	\$ 21.46	\$ 25.03
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4-12

Ironworker

03/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023 01/01/2024

Stone Derrickmen Rigger \$ 72.90 Additional + \$ 1.64

Stone Handset
Derrickman 70.47 + \$ 1.11

SUPPLEMENTAL BENEFITS

Per hour:

Stone Derrickmen Rigger \$ 43.10

Stone Handset
Derrickman 42.84

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:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2023	\$ 35.90	\$ 51.53	\$ 57.32	\$ 63.11

Supplemental Benefits:

Per hour:				
07/01/2023	22.11	32.58	32.58	32.58

Stone Handset:

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

	1st	2nd	3rd	4th
07/01/2023	34.56	49.75	55.33	60.90

Supplemental Benefits:

Per hour:				
07/01/2023	22.10	32.46	32.46	32.46

9-197D/R

Ironworker

03/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Ornamental	\$ 46.90
Chain Link Fence	46.90
Guide Rail	46.90

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker:	\$ 63.04

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices Hired after 9/1/18:

1 year terms	07/01/2023
1st Term	\$ 21.13
2nd Term	24.77
3rd Term	28.40
4th Term	32.06

Supplemental Benefits per hour:

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

4-580-Or

Ironworker

03/01/2024

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

	07/01/2023	01/01/2024	07/01/2024
Ironworker:			Additional
Structural	\$ 57.20	\$ 57.70	\$ 1.75/Hr.*
Bridges			
Machinery			

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman	\$ 87.35	\$ 88.60
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OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st	\$ 29.73	\$ 29.98
2nd	30.33	30.58
3rd - 6th	30.94	31.19

Supplemental Benefits

PER HOUR PAID:

All Terms	\$ 60.69	\$ 61.59
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4-40/361-Str

Ironworker

03/01/2024

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: 07/01/2023

Reinforcing &
Metal Lathing \$ 56.95

"Base" Wage \$ 55.20
plus \$ 1.75

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

SUPPLEMENTAL BENEFITS

Per hour:
Reinforcing & Metal Lathing \$ 42.72

OVERTIME PAY

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

*Only \$23.50 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 49.47
Double Time \$ 56.22

HOLIDAY

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

*Note: Work performed after first 4 Hours.

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

1st term	2nd term	3rd term	4th Term
Wage Per Hour: \$ 22.55	\$ 28.38	\$ 34.68	\$ 37.18
"Base" Wage \$ 21.00 plus \$1.55	\$ 26.80 plus \$1.58	\$ 33.10 plus \$1.58	\$ 35.60 plus \$1.58

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

SUPPLEMENTAL BENIFITS

Per Hour:			
1st term \$ 18.17	2nd term \$ 21.34	3rd term \$ 22.00	4th Term \$ 22.50

4-46Reinf

Laborer - Building

03/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2023 07/01/2024
Building Laborer \$ 43.30 Additional
\$ 1.35/Hr.*

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Building Laborer \$ 31.71

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

See also(H)for Fire Watch on OVERTIME PAGE

Asbestos Worker See (B, H)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES

Regular Hours Work Terms

Term #1 1 hr to 1000hrs

Term #2 1001hrs to 2000hrs

Term #3 2001hrs to 3000hrs

Term #4 3001hrs to 4000hrs

Wages per hour:

1st Term \$ 18.15

2nd Term 23.06

3rd Term 28.48

4th Term 33.36

Benefits per hour

1st Term \$ 22.19

2nd Term 23.75

3rd Term 23.75

4th Term 23.75

4-66

Laborer - Building

03/01/2024

JOB DESCRIPTION Laborer - Building

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023 01/02/2024

Additional

Asbestos, Lead \$ 39.50* \$ 1.50/Hr.

and Hazardous to be allocated

Material Abatement

Laborer

(Re-Roofing Removal See Roofer)

NOTE: Asbestos removed from Mechanical Systems not to be scrapped

See Asbestos Worker

SUPPLEMENTAL BENEFITS

Per Hour:

Laborer \$ 19.65

OVERTIME PAY

See (B, B2, I) on OVERTIME PAGE

*Calculate at \$39.50 per hour then add \$0.95

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

1000 hour terms at the following;

Per Hour:

1st term \$ 20.50*

2nd Term	21.50**
3rd Term	24.50***
4th Term	26.50****

SUPPLEMENTAL BENEFIT

Per Hour:

All Terms \$ 14.25

OVERTIME PAY:

*Calculate at \$20.00 per hour then add \$0.50

**Calculate at \$21.00 per hour then add \$0.50

***Calculate at \$24.00 per hour then add \$0.50

****Calculate at \$26.00 per hour then add \$0.50

4-NYDC(78)

Laborer - Heavy&Highway

03/01/2024

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.

GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction(Non-Building), Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2023	06/01/2024
GROUP # 1		
Total Wage Paid	\$ 60.28	Additional
"Base Wage"	51.43	\$ 2.55/Hr.*
GROUP # 2		
Total Wage Paid	58.81	
"Base Wage"	49.96	
GROUP # 3		
Total Wage Paid	54.34	
"Base Wage"	45.49	

(*)To be allocated at a later date.

NOTE: "Base Wage" for Premium/Overtime calculation Only. \$8.85 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 \$ 35.63

After Forty (40)paid hours in a work week

OVERTIME PAY 26.78

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY

Example Group# 3: \$45.49 X Time and One Half = \$68.23 + \$8.85 = \$77.08

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	\$ 35.63
After Forty(40) paid hours in a work Week	26.78

4-1298

Mason	03/01/2024
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JOB DESCRIPTION Mason

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Brick/Block Layer \$ 65.39

Base Wage for OT Calculation 55.24

SUPPLEMENTAL BENEFITS

Per Hour:

Brick/Block Layer \$ 32.60

OVERTIME PAY

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

Note: OT Calculated on Base Wage plus \$ 10.15/hr.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(800 hour) Terms at the following Percentage of Journey workers "Base Wage" plus \$ 5.40/hr.:

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

Supplemental Benefits per hour:

All Apprentices \$ 23.60

4-1Brk

Mason - Building	03/01/2024
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JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	12/04/2023	06/05/2024 Additional \$ 0.72
Tile Setters	\$ 62.98	\$ 63.50	

SUPPLEMENTAL BENEFITS

Per Hour:	\$ 25.61*	\$25.81*
	+ \$10.04	+ \$10.04

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

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(750 hour) term at the following wage rate:

Term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2023									
\$21.70	\$26.66	\$33.75	\$38.69	\$42.25	\$45.70	\$49.29	\$54.23	\$57.09	\$61.25
12/04/2023									
\$21.96	\$26.95	\$34.10	\$39.08	\$42.68	\$46.16	\$49.79	\$54.77	57.66	\$61.90

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023									
\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$16.86*	\$22.11*
+\$0.73	+\$0.78	+\$0.88	+\$0.88	+\$1.37	+\$1.42	+\$1.83	+\$1.88	+\$6.03	+\$6.61
12/04/2023									
\$12.55*	\$12.55*	\$15.63*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$16.86*	\$22.11*
+\$0.73	+\$0.78	+\$0.89	+\$0.94	+\$1.38	+\$1.43	+\$1.84	+\$1.89	+\$6.04	+\$6.62

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

9-7/52A

Mason - Building

03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

	07/01/2023	01/01/2024
Wages per hour:		
Mosaic & Terrazzo Mechanic	\$ 60.65	\$ 60.57
Mosaic & Terrazzo Finisher	59.04	58.96

SUPPLEMENTAL BENEFITS

Per hour:

Mosaic & Terrazzo Mechanic	\$ 30.26*	\$ 31.36*
	+ \$9.16	+ \$9.17
Mosaic & Terrazzo Finisher	\$ 30.26*	\$ 31.36*
	+ \$9.15	+ \$9.16

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

07/01/2023- Deduct \$7.25 from hourly wages before calculating overtime.

01/01/2024- Deduct \$7.00 from hourly wages before calculating overtime.

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages Per hour:	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2023	\$ 25.82	\$ 32.19	\$ 36.39	\$ 40.38	\$ 48.52	\$ 54.59
01/01/2024	\$ 25.05	\$ 32.21	\$ 37.93	\$ 38.99	\$ 47.18	\$ 55.38
Supplemental Benefits per hour:						
07/01/2023	\$6.00* +\$3.21	\$7.72* +\$4.12	\$18.16* +\$5.50	\$23.27* +\$6.41	\$24.21* +\$7.33	\$27.24* +\$8.29
01/01/2024	\$7.12* +\$3.21	\$9.16* +\$4.12	\$17.22* +\$5.51	\$25.36* +\$6.42	\$26.36* +\$7.34	\$27.36* +\$8.25

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

9-7/3

Mason - Building

03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

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

WAGES		
Per hour:	07/01/2023	07/03/2023
Building-Marble Restoration: Marble, Stone &	\$ 47.22	\$ 47.44

Terrazzo Polisher		
SUPPLEMENTAL BENEFITS		
Per Hour:		
Journeyworker:		
Building-Marble Restoration: Marble, Stone & Polisher	\$ 30.29	\$ 30.64

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:				
900 hour term at the following wage:				
	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
	\$ 33.04	\$ 37.78	\$ 42.49	\$ 47.22
Supplemental Benefits Per Hour:				
27.65	28.52	29.41	30.29	
07/03/2023				
900 hour term at the following wage:				
	1st 1-	2nd 901-	3rd 1801-	4th 2701

900	1800	2700	
\$ 33.19	\$ 37.95	\$ 42.69	\$ 47.44
Supplemental Benefits Per Hour:			
27.99	28.86	29.76	30.64
			9-7/24-MP

Mason - Building

03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2023

7/03/2023

Marble Cutters & Setters

\$ 62.82

\$ 63.12

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker

\$ 39.03

\$ 39.34

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:

07/01/2023

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82

Supplemental Benefits per hour:

07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.38	\$ 28.86	\$ 29.74	\$ 30.60	\$ 31.48	\$ 36.44	\$ 38.17	\$ 39.03

07/03/2023

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
0- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000	6001- 6750	6751- 7500	7500+
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12

Supplemental Benefits Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34

9-7/4

Mason - Building

03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2023	12/04/2023	06/03/2024
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Tile Finisher	\$ 48.36	\$ 48.80	Additional \$ 0.59
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SUPPLEMENTAL BENEFITS

Per Hour:		
	\$ 22.56*	\$ 22.71*
	+ \$9.86	+ \$9.86

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

OVERTIME PAY

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

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

HOLIDAY

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

9-7/88A-tf

Mason - Building

03/01/2024

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2023	07/03/2023
Marble, Stone, Maintenance Finishers:	\$ 27.26	\$ 27.44

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 Maintenance Finishers:	\$ 14.97	\$ 15.20
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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:	07/01/2023	07/03/2023
0-750	\$ 21.89	\$ 22.04
751-1500	22.60	\$ 22.75
1501-2250	23.32	\$ 23.48
2251-3000	24.04	\$ 24.20
3001-3750	25.11	\$ 25.27
3751-4500	26.54	\$ 26.72
4501+	27.26	\$ 27.44

Supplemental Benefits:

Per hour:		
0-750	12.03	\$ 12.24

751-1500	12.43	\$ 12.64
1501-2250	12.82	\$ 13.03
2251-3000	13.21	\$ 13.42
3001-3750	13.80	\$ 14.02
3751-4500	14.58	\$ 14.80
4501+	14.97	\$ 15.20

9-7/24M-MF

Mason - Building / Heavy&Highway

03/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2023 07/03/2023 01/01/2024

Marble-Finisher \$ 49.32 \$ 49.65 \$ 49.92

SUPPLEMENTAL BENEFITS

Journeyworker:

Per hour

Marble- Finisher \$ 36.62 \$ 36.67 \$ 36.93

OVERTIME PAY

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

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

HOLIDAY

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

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

9-7/20-MF

Mason - Building / Heavy&Highway

03/01/2024

JOB DESCRIPTION Mason - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Cement Mason \$ 53.77

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.16

1.5 X overtime rate \$ 61.70

2 X overtime rate \$ 68.32

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

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

1st Term \$ 19.92

2nd Term \$ 24.82

3rd Term \$ 30.22

Supplement Benefits per hour paid:

1st Term \$ 14.36 1.5X OT \$ 21.55 2X OT \$ 28.72

2nd Term \$ 14.66 \$ 22.00 \$ 29.32

3rd Term \$ 14.77 \$ 22.16 \$ 29.54

4-780

Mason - Building / Heavy&Highway

03/01/2024

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:

	07/01/2023	05/01/2024
		Additional
Stone Setter	\$ 68.45	\$ 3.32*
Base Rate	52.76	
Stone Tender	51.82	
Base Rate	44.54	

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per Hour:

Stone Setter \$ 40.78

Stone Tender 23.15

OVERTIME PAY

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

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

\$15.69/Hr. for Stone Setter and \$7.28/Hr. for Stone Tender

* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.

** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY

Paid: See (*18) on HOLIDAY PAGE

Overtime: See (5, 6, 10) on HOLIDAY PAGE

Paid: *Must work first 1/2 of day

REGISTERED APPRENTICES

Per Hour:

Stone Setter(800 hour) terms at the following Percentage of Stone Setters Base wage rate per hour plus \$7.33:

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

Supplemental Benefits:

All Apprentices \$ 25.50

4-1Stn

Mason - Heavy&Highway

03/01/2024

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Pointer, Caulkers & \$ 62.19
Cleaners

SUPPLEMENTAL BENEFITS

Per Hour:

Pointer, Cleaners & \$ 30.65
Caulkers

OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms at the following wage rates.

1st	2nd	3rd	4th
\$ 31.48	\$ 35.54	\$ 41.14	\$ 49.50

Apprentices Supplemental Benefits:
(per hour paid)

\$ 15.30	\$ 20.00	\$ 23.75	\$ 24.75
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4-1PCC

Operating Engineer - Building

03/01/2024

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS " AA "CRANES:

ABI Machine (150,000lbs and over or 149,999lbs and under when driving steel sheet piles),Crane, Truck Crane, Hydraulic Crane(Over 75 tons), Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver, Vertical Drill Rig (115,000lbs and over and 114,999lbs and under).

CLASS "A":

ABI Machine (149,999 and under used for augering and drilling), Asphalt Spreader, Backhoe Crawler(360 swing), Barrier Machine, CAP (ice machine), Cherrypicker CAP (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, GradAll, Grader, Hydraulic Cherrypicker/Crane (2seats), Hoist (3drum or multi platform), Laser Screed, Loading Machine (Bucket/CAP 10yds or more), Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch (stone setting/structural steel), Powerhouse, Scoop Carry-All Scraper (in tandem), Sideboom Tractor (includes tank work), Track Alignment Machine, Stone Spreader (self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Zamboni.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Hydraulic Crane(under 75 Tons), Conveyor-Multi, Curb Machine (asphalt or concrete), Dinky Locomotive, Drill Rig (dowels)Fork Lift, Hoist (2 Drum), Loading Machine & Front End Loader, Mechanical Compactors (machine drawn), Mulch Machine(Machine Fed), Post Hole/Auger, Power Wincher (Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer/Bobcat, Trenching Machine, Vermeer Cutter, Work Boat, Inspection/Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader, Dirt Roller, Hoist (1 drum, Clam Shell), Interior Hoist, Milling Machine (small), Oiler Truck Crane (pile work), Power Broom, Vactor Truck, VacAll.

CLASS "D":

Boiler (thermoplastic), Concrete Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors (mechanical or hand operated), Maintenance Engineer (small equipment/well point/welding & burning), Mechanic (field man), Micro-Trap with Compressor, Oiler (Truck Crane Boom 100ft or more) Power Winch Truck Mounted (Stone Setter/Struct. Steel), Pin Puller, Portable Heaters, Power Buggies, Pump (double action diaphragm), Pump (4 inch or over), Pump (hydraulic/submersible) Jet Pump, Pulvi-Mixer, Ridge Cutter, Shot Blaster.

CLASS "E":

Batching Plant, Compressor (structural steel/2 or more battery), Generator (small), Grinder, Ground Heater, Power Grinder, Mixer with Skip, Mulching Machine (hand fed), Oiler, Pipeline Welder Helper, Power Washer, Pumps (up to 3 inch/single action 1 to 3 inches), Pump (gypsum), Root Cutter, Stump Chipper, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (pile work/structural steel), Deckhand on Work/Inspection/Safety Boat.

07/01/2023

Class "AA" \$ 90.26

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

Class "A"	75.40
Add \$3.50 for Hazardous Waste Work	
Class "B"	71.63
Add \$2.50 for Hazardous Waste Work	
Class "C"	69.13
Add \$1.50 for Hazardous Waste Work	
Class "D"	52.83
Add \$1.00 for Hazardous Waste Work	
Class "E"	50.62

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes	\$ 40.65
Overtime Rate	36.10

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

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

Supplemental Benefits per hour:

All Apprentices	\$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway

03/01/2024

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023 08/01/2023

Well Driller \$ 40.63 \$ 41.85

Well Driller
Helper 34.17 \$ 36.26

Hazardous Waste Differential

Added to Hourly Wage:

Level A \$ 3.00
Level B 2.00
Level C 1.00

Monitoring Well Work

Add to Hourly Wage:

Level A \$ 3.00
Level B 2.00

SUPPLEMENTAL BENEFITS

Per Hour:

Well Driller 10% of straight

& Helper time rate plus \$ 13.50

Additional \$ 4.25/Hr. for Premium Time Hours Worked

OVERTIME PAY

See (B2, P, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 16, 23) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

Apprentices at 12 Month Terms

Wages Per Hour:

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

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms 10% of Wage + \$ 13.50

Additional \$4.25/Hr. for premium time hours worked.

4-138well

Operating Engineer - Heavy&Highway

03/01/2024

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

ABI Machine (150,000lbs and over), ABI Machine (149,000lbs and under driving steel sheets), Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver, Hydraulic Crane (75 Tons & Over).

CLASS "A":

ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser 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, Hydraulic Crane(75 Tons & Under), 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, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil Truck.

CLASS "D":

Boiler (Thermoplastic), Concrete Breaker, Conveyor, Curing Machine, Fireman, Fork lift (walk behind), Generator, Hydra Hammer, Maintenance Engineer (small equipment/Well Point/Welding & Burning), Compactors (hand operated), Pin Puller, Portable Heaters, Power Buggies, Pulvi Mixer, Pumps (double action/4 inch and over/Hydraulic/Submersible & Jet), Ridge Cutter, Robotic Unit Operator(Trenchless Pipe Rehab-Cleaning & Television of Sewers/CCTV Inspection), Shotblaster.

CLASS "E":

Batching Plant (On Job Site), Compressor (structural steel/2 or more in battery), Generator(small), Grinder, Ground Heater(boilers), Power Grinder, Mixer (with skip), Mulching Machine (hand feed), Oiler, Pipeline Welder Helper, Power Washer, Pump(up to 3 inches/Gypsum/Single action 1 to 3 inches), Root Cutter, Stump Grinder, Track Tamper, Tractor (caterpillar or wheel), Trenching Machine (hand), Welding Machine (Pile Work/Structural Steel), Deckhand (on Work/Inspection/Safety Boat).

07/01/2023

Class "AA" \$ 89.45
Cranes: Boom Length over 100 feet add \$ 1.00 per hour
Boom Length over 150 feet add \$ 1.50 per hour
Boom Length over 250 feet add \$ 2.00 per hour
Boom Length over 350 feet add \$ 3.00 per hour

Class "A" 79.43
Add \$3.50 for Hazardous Waste Work.

Class "B" 74.36
Add \$2.50 for Hazardous Waste Work.

Class "C" 71.78
Add \$1.50 for Hazardous Waste Work

Class "D" 55.08
Add \$1.00 for Hazardous Waste Work

Class "E" 52.82

"NOTE": ADD 30% to straight time hourly wage for NEW YORK STATE
D.O.T. and other GOVERNMENTAL MANDATED off-shift work.

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES \$ 40.90

Note: OVERTIME AMOUNT 36.10

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 8, 15, 20, 22, 25, 26) on HOLIDAY PAGE

"Note" Employee must be employed day before and day after
a holiday to receive holiday pay.

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

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

SUPPLEMENTAL BENEFITS:

APPRENTICES 15.64
Note: Overtime Amount 5.60

4-138

Operating Engineer - Heavy&Highway

03/01/2024

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: 07/01/2023
Heavy Highway/Building

Party Chief	\$ 75.03
Instrument Man	56.11
Rodman	47.45

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Highway/Building	\$ 41.60
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Premium*: Heavy Highway/Building	50.68
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Premium**: Heavy Highway/Building	60.51
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* Applies to instances where 1-1/2 regular rate are paid

**Applies to instances where 2 times the rate are paid.

OVERTIME PAY

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

* Doubletime paid on the 9th hour on Saturday.

HOLIDAY

Paid: See (5, 6, 7, 11, 16) on HOLIDAY PAGE

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

4-15D-N/S co.

Operating Engineer - Marine Dredging

03/01/2024

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour: 07/01/2023 10/01/2023

CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 43.94	\$ 45.26
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CLASS A2 Crane Operator (360 swing)	39.16	40.33
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CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
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CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	38.00	39.14
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CLASS B2 Certified Welder	35.77	36.84
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CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
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CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 12.00 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50	\$ 11.75 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

03/01/2024

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: 07/01/2023
Survey Classifications

Party Chief	\$ 47.15
Instrument Man	39.30
Rodman	34.35

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 23.15

OVERTIME PAY

OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.

*Double-time 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

Operating Engineer - Trenchless Pipe Rehab**03/01/2024**

JOB DESCRIPTION Operating Engineer - Trenchless Pipe Rehab**DISTRICT** 4**ENTIRE COUNTIES**

Nassau, Suffolk

WAGES

IMPORTANT NOTE: This Category & Classifications are now located in
Operating Engineers/Heavy Highway & Laborers/ Heavy Highway.

Per Hour:

07/01/2023
(SEE)

Robotic Unit Operator

Operator(class D)

Technician/Boiler, Generator

Operator(class D)

AM Liner/Hydra Seal

Laborer(Grp#3)

Hobas Pipe, Polyethylene Pipe or
Pull and Inflate Liner

Laborer(Grp#3)

OVERTIME PAY**HOLIDAY**

4-138TrchPREh

Painter**03/01/2024**

JOB DESCRIPTION Painter**DISTRICT** 8**ENTIRE COUNTIES**

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

WAGES

Per hour:

07/01/2023

Brush

\$ 51.70*

Abatement/Removal of lead based
or lead containing paint on
materials to be repainted.

51.70*

Spray & Scaffold

\$ 54.70*

Fire Escape

54.70*

Decorator

54.70*

Paperhanger/Wall Coverer

54.48*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:

Paperhanger

\$ 34.60

All others

32.73

Premium

36.70**

**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:	07/01/2023
Appr 1st term...	\$ 19.95*
Appr 2nd term...	25.56*
Appr 3rd term...	31.05*
Appr 4th term...	41.62*

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

Per Hour:	
Appr 1st term...	\$ 16.06
Appr 2nd term...	19.95
Appr 3rd term...	23.02
Appr 4th term...	29.16

8-NYDC9-B/S

Painter**03/01/2024**

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:	07/01/2023
Drywall Taper	\$ 51.45*

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	\$ 30.88

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages - Per Hour:

1500 hour terms at the following wage rate:

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

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

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

8-NYDCT9-DWT

Painter - Bridge & Structural Steel**03/01/2024**

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:	07/01/2023	10/01/2023
	\$ 54.50	\$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL \$6.50 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:	\$ 11.78	\$ 12.43
	+ 30.85*	+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 21.80 + 4.04	\$ 22.40 + 4.14
2nd year	\$ 32.70 + 6.06	\$ 33.60 + 6.21
3rd year	\$ 43.60 + 8.08	\$ 44.80 + 8.28
Supplemental Benefits - Per hour:		
1st year	\$.90 + 12.34	\$ 1.16 + 12.62
2nd year	\$ 7.07 + 18.51	\$ 7.46 + 18.93
3rd year	\$ 9.42 + 24.68	\$ 9.94 + 25.24

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

8-DC-9/806/155-BrSS

Painter - Line Striping	03/01/2024
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JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:

Striping Machine Operator:	\$ 10.03	\$ 22.24	\$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

1st Term:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

Painter - Metal Polisher	03/01/2024
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JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2023
Metal Polisher	\$ 38.18

Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Journeyworker:

All classification \$ 12.34

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, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

07/01/2023

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	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plasterer

03/01/2024

JOB DESCRIPTION Plasterer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per hour:

07/01/2023

08/01/2023

Building:

Plasterer/Traditional & \$ 46.00

\$ 47.72

Spraying Fireproofing + \$5.00*

+ \$5.00*

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 23.15

\$ 25.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

*This portion is not subjected to OT premiums.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages: (per hour) 800 hours term:	07/01/2023	08/01/2023
1st term	\$ 25.44 + 2.75*	\$ 19.30+ 0.68*
2nd term	27.49 + 2.51*	\$ 22.53+ 0.81*
3rd term	32.38 + 3.50*	\$ 25.79+ 0.95*
4th term	34.68 + 3.75*	

*This portion is not subjected to OT premiums.

Supplemental Benefits:
(per hour):
(800) hours term:

1st term	\$ 14.70	\$ 11.59
2nd term	15.60	\$ 12.02
3rd term	17.43	\$ 12.52
4th term	18.35	

9-262

Plumber	03/01/2024
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour: 07/01/2023

Plumber/
PUMP & TANK \$ 46.99

SUPPLEMENTAL BENEFITS

Per Hour:

Plumber \$ 35.39

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 Journeyman's wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%

Supplemental Benefits Per Hour:

1st Term	\$ 23.47
2nd Term	24.11
3rd Term	24.93
4th Term	25.31
5th Term	28.54

4-200 Pump & Tank

Plumber	03/01/2024
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JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	11/01/2023	05/01/2024
Plumber	\$ 57.23	\$ 57.98	\$ 58.98

SUPPLEMENTAL BENEFITS

Per Hour:			
Plumber	\$ 49.65	\$ 50.20	\$ 50.75

OVERTIME PAY

See (A, E, Q, *V) on OVERTIME PAGE
CODE "V" is only for SUNDAYS and HOLIDAYS THAT ARE WORKED

HOLIDAY

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

REGISTERED APPRENTICES

One(1) Year Terms at the following percentage of Plumbers Rate:

1st	2nd	3rd	4th	5th
30%	40%	50%	60%	70%

Supplemental Benefits per hour:

	07/01/2023	11/01/2023	05/01/2024
1st Term	\$ 35.02	\$ 35.52	\$ 36.02
2nd Term	37.51	37.86	38.51
3rd Term	39.03	39.53	40.03
4th Term	40.68	41.18	41.68
5th Term	42.41	42.91	43.41

4-200

Plumber 03/01/2024

JOB DESCRIPTION Plumber

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:	07/01/2023	11/01/2023	05/01/2024
Plumber			
MAINTENANCE ONLY	\$ 34.55	\$ 35.05	\$35.05

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

SUPPLEMENTAL BENEFITS

Per Hour:			
Plumber			
Maintenance	\$ 20.93	\$ 21.43	\$ 22.43

OVERTIME PAY

See (B, B2, J) on OVERTIME PAGE

HOLIDAY

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

4-200 Maintance

Roofer 03/01/2024

JOB DESCRIPTION Roofer

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour	07/01/2023
ROOFER/Waterproofer	

Total Wage \$ 55.75

to be Paid

"Base" Wage 49.25**

SUPPLEMENTAL BENEFITS

Per Hour:

ROOFER/Waterproofers \$ 36.36

OVERTIME PAY

Per Hour:

NEW ROOF SEE (B,E,Q)

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

** Overtime Pay to be calculated on "BASE" Wage then add \$6.50.

(Example: \$49.25 x time and one half = \$73.88 + \$6.50 = \$80.38)

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, *16, **25) on HOLIDAY PAGE

Note: Time and One Half the Hourly Base Rate + \$6.50 if worked.

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
40%	50%	70%	80% + \$ 5.20/Hr.

Supplemental Benefits per hour:

1st Term	\$ 10.34
2nd Term	12.77
3rd Term	25.99
4th Term	29.22

4-154

Sheetmetal Worker

03/01/2024

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Sign Erector \$ 56.00

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Sign Erector \$ 55.66

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:

07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.95	\$ 16.95	\$ 18.93	\$ 20.93	\$ 28.56	\$ 31.05	\$ 33.57	\$ 36.05	\$ 38.56	\$ 41.05

Sheetmetal Worker	03/01/2024
--------------------------	-------------------

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

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

WAGES		
Per Hour:	7/01/2023	11/01/2023
Sheetmetal Worker	\$ 59.94	\$ 61.09
Maintenance of Fans Temporary Operation	\$ 47.95	\$ 48.87

SUPPLEMENTAL BENEFITS		
Per Hour:		
Sheetmetal Worker	\$ 51.16	\$ 53.25
Maintenance Worker	\$ 51.16	\$ 53.25

OVERTIME PAY
See (B, E, E2, Q, V) on OVERTIME PAGE
For Maintenance See Codes B,E, Q & V

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:Wages

Six(6) Month Terms As Follows:

1st & 2nd Term	\$ 20.85	\$ 21.26
3rd & 4th Term	26.87	27.39
5th & 6th Term	32.89	33.52
7th & 8th Term	41.94	42.75
9th Term	47.53	48.55

Per Hour: Supplemental Benefits

1st & 2nd Term	\$ 19.02	\$ 19.66
3rd & 4th Term	25.90	26.73
5th & 6th Term	30.55	31.57
7th & 8th Term	37.49	38.78
9th Term	42.14	43.62

4-28

Steamfitter	03/01/2024
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JOB DESCRIPTION Steamfitter **DISTRICT 4**

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

WAGES			
Per Hour:	07/01/2023	01/01/2024 Additional	07/01/2024 Additional
AC Service/Heat Service & Refrigeration	\$ 44.85	\$1.25/Hr.*	\$1.25/Hr.*

(*)To be allocated at a later date.

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
NOTE: Refrigeration Compressor installation. (Not to exceed 5 Hp combined on any one project).
NOTE: Air Condition / Heating Compressor installation.(Not to exceed 15 tons combined on any one project).

SUPPLEMENTAL BENEFITS

Per Hour Worked:

AC Service/Heat Service	\$ 20.71
Per Hour Paid:	17.65

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

1 year terms

Wages per hour:

1st Term	\$ 21.71
2nd Term	26.21
3rd Term	30.53
4th Term	36.87

Benefits per hour Worked:

Per Hour Paid:		Per Hour Paid:
1st Term	\$ 14.20	\$ 11.14
2nd Term	14.57	12.48
3rd Term	15.91	13.38
4th Term	17.72	15.77

4-638B-StmFtrRef

Steamfitter

03/01/2024

JOB DESCRIPTION Steamfitter

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Sprinkler/Steam	\$ 69.11
AC/Heat Fitter	

Temporary	52.54
Heat & AC	
Fitter	

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

SUPPLEMENTAL BENEFITS

Per Hour:

Sprinkler/Steam	\$ 53.24
Fitter	

Temporary	43.67
Heat & AC	
Fitter	

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

OVERTIME PAY

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

Sprinkler/Steam	Wages \$ 138.22	Benefit \$ 106.48
Temp Heat/AC	Wages \$ 105.08	Benefit \$ 87.34

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 \$ 27.68	2nd Term \$ 34.59	3rd Term \$ 41.49	4th Term \$ 48.40	5th Term \$ 55.30
SUPPLEMENTAL BENEFIT per hour:				
1st Term \$ 21.80	2nd Term \$ 27.05	3rd Term \$ 32.28	4th Term \$ 37.53	5th Term \$ 42.76
Premium Time Amounts:				
43.60	54.10	64.56	75.06	85.52

4-638A-StmSpFtr

Teamster - Asphalt Delivery	03/01/2024
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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

07/01/2023

Asphalt Delivery

\$ 41.255

Light Construction Work:

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

TRUCK DRIVER

Asphalt Delivery

\$ 35.99

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

TRUCK DRIVER

Asphalt Delivery

\$ 50.3125

Light Construction Work

TRUCK DRIVER

Asphalt Delivery

\$ 13.05

OVERTIME PAY

See (B, *B2, E, **I, P, R, T, ***U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T&*U) Apply to Heavy Construction.

Note: (B2,I,T&*U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (5, 6, *16, **25) on HOLIDAY PAGE

NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building	03/01/2024
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JOB DESCRIPTION Teamster - Building

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

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

07/01/2023

Trailers \$ 35.77
Straight Jobs \$ 35.47

SUPPLEMENTAL BENEFITS

Per Hour:

All Classifications

\$ 38.85

OVERTIME PAY

See (B, E, S1) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 12, 15, 25, 26) on HOLIDAY PAGE

4-282

Teamster - Delivery of Concrete

03/01/2024

JOB DESCRIPTION Teamster - Delivery of Concrete

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

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

TRUCK DRIVER

07/01/2023

Concrete Delivery \$ 40.005

Light Construction Work:

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

TRUCK DRIVER

Concrete Delivery 36.815

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work

Concrete Delivery \$ 45.475

Light Construction Work

Concrete Delivery 15.355

OVERTIME PAY

NOTE: Heavy Construction:B2,I

Light Construction:B,E,P

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway

03/01/2024

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Per Hour:

Heavy Construction Work:

Shall include the construction, improvement or modification of all or any part of Streets, Highways, Bridges, Tunnels, Railroads, Canals, Dams, Airports, Schools, Power Generation Plants.

07/01/2023

Site Excavating
(Chauffeurs)

\$ 41.255

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
(Chauffeurs)

\$ 35.99

SUPPLEMENTAL BENEFITS

Per Hour:

Heavy Construction Work
Chauffeurs

\$ 50.3125

Light Construction Work
Chauffeurs

\$ 13.05

OVERTIME PAY

See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE

(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERNMENTAL MANDATED off shift work.

Note: (B,E,P,T & *U) Apply to Heavy Construction.

Note: (B2,I,T & *U) Apply to Light Construction.

Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: (*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder

03/01/2024

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour

07/01/2023

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth

New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12226

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

☐

Fuel Delivery

☐

Guards, Watchmen

☐

Janitors, Porters, Cleaners,
Elevator Operators

☐

Moving furniture and
equipment

☐

Trash and refuse removal

☐

Window cleaners

☐

Other (Describe)

9. Does this project comply with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

EXHIBIT C

GENERAL CONDITIONS

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G1. GENERAL

Definitions

CHANGE ORDER: A written order to the Contractor authorized by the Owner for an addition, deletion or revision in the Work within the general scope of the Contract Documents, which may also authorize an adjustment in the Contract Price, or adjust the Contract Time, issued on or after the effective date of the Agreement.

INSPECTOR: Inspector shall mean an authorized representative of the Owner assigned to make any and all necessary inspections of the work performed and materials furnished by the Contractor.

LABORATORY: The Suffolk County Department of Public Works Material Testing Laboratory in Yaphank, New York or an independent laboratory especially designated or approved by the Engineer for testing the materials to be used under the Contract.

LUMP SUM: The sum bid for any lump sum item shall represent payment in full for all of the various classes of work, including materials, equipment and labor, and incidentals necessary or required to complete, in conformity with the Contract Documents, the entire work shown, indicated or specified under such lump sum item or for the full contract, in the case of lump sum contracts.

NOTICE OF AWARD: The written communication issued by the Owner to the apparent successful bidder stating that upon successful compliance with the conditions precedent enumerated herein, within the time specified, Owner will sign and deliver the Agreement.

NOTICE TO PROCEED: Written communication issued by the Owner to the Contractor authorizing him to proceed with the Work and establishing the dates of commencement and completion of the Work.

OWNER: The County of Suffolk, New York acting by and through the Commissioner of Public Works with whom the Contractor has entered into the Agreement and for whom the work is to be provided and administered by the Commissioner's Authorized Representatives for the Project.

PUNCH LIST: A written itemization of work items required to be completed prior to final acceptance by the Owner. The itemization shall include, but not be limited to, uncompleted work, defective work and missing work.

RECORD PLANS: All drawings which indicate the as-built condition of the project.

ENGINEER / PROJECT REPRESENTATIVE: The engineer, inspector, resident engineer, or clerk of the works representing the Owner, having direct observation duties over the execution of the Contract under the direction of the Commissioner or of the County Architect or of the Chief Engineer, who may observe methods and materials both on and off the site of the Work.

SHOP DRAWINGS: Drawings, diagrams, illustrations, schedules, performance charts, brochures, manufacturer's literature, catalog cuts, and other data which are prepared by or for the Contractor or any subcontractor, manufacturer, which illustrate some portion of the Work.

SUBSTANTIAL COMPLETION: Completion of the work to such an extent that the project may be occupied and used completely and without inconvenience, but not necessarily without the necessity for minor adjustments, repairs, changes, corrections, or additional items to bring the Work to final completion in strict accordance with the Contract Documents. The date of substantial completion of a project is the date when construction is deemed substantially complete by the Engineer.

G2. SCOPE OF WORK

- A. The Contractor shall furnish all labor, materials, equipment, plant, power, water, light, heat, fuel, tools, appliances, supplies and all other means of construction necessary or proper for executing and completing the Contract; restore to their original conditions all surfaces disturbed; pay cost of all insurance; bear all losses due to the nature of the work and costs incidental to suspension or discontinuance of the work except as otherwise provided; assume all responsibility for his work and operations of whatever nature or kind, secure and pay for all permits unless otherwise provided; conform to all County, State, and Municipal or Federal legislation and requirements; abide by all rules and regulations of utility companies whenever or wherever jurisdiction of these agencies prevails. He shall do all work necessary to conform to the Contract Documents and shall leave intact the work of all adjoining contractors unless otherwise ordered by the Owner; perform and complete the Work in a manner best calculated to permit rapid construction, consistent with protection of persons, work and property and satisfactory to the Owner. He shall protect the Work during construction, clean up the Work during and after construction, and maintain it until final acceptance as hereinafter provided.
- B. Materials furnished under the Contract shall be in accordance with the specifications therefore, or in the absence of particular specifications, it shall be of new stock, unused, unless otherwise specified, and not deteriorated in any manner.
- C. The Contractor shall perform all work and pay all costs of protecting, supporting, maintaining, repairing if damaged, relocating and restoring all surface, subsurface or overhead structures and all other property including, but not limited to pipes, conduits, ducts, tubes, chambers and appurtenances, public or private in the vicinity of the Work.
- D. The Contractor shall do all extra work, as ordered in writing by the Owner.

G3. CONTRACT DOCUMENTS

- A. The Contractor will be furnished with electronic .PDF version plus three (3) paper sets of Contract Documents. One copy of the Contract Documents furnished to the Contractor shall be kept constantly at the site of the Work. Anything shown on the Drawings and not mentioned in the Specifications, or mentioned in the Specifications and not shown on the Drawings, and all work and materials necessary for the completion of the Work according to the intent and meaning of the Contract Documents, shall be furnished, performed, and done, as if the same were both mentioned in the Specifications and shown on the Drawings.
- B. The Contract Documents comprise the entire agreement between Owner and Contractor concerning the Work. All portions of the Contract Documents are complementary and anything called for by one portion of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all.
- C. All conflicts, errors or discrepancies found by the Contractor in the Contract Documents shall be reported to the Engineer in writing immediately and before proceeding with the work affected thereby. Engineer will issue a written interpretation or clarification, whose decision thereon shall be conclusive, which Contractor shall follow.
- D. The Drawings show the approximate size, arrangement and location of the Work. During construction, exact lines, grades, shapes and dimensions shall be established by the Contractor, and the Contractor shall construct the Work in accordance with the Contract Documents.
- E. The intent of the Contract Documents is to provide for Work complete in every detail, in a first-class workmanlike manner, even though every item necessarily involved is not particularly mentioned. It shall be understood that the Bidder has satisfied himself as to the complete requirements of the Contract Documents and has predicated his Bid Form upon such understanding. The Contractor shall be held to provide all items necessary for the entire completion of the Work.
- F. Where dimensions on Drawings are shown do not measure by scale. Full size details have preference over scale details, and large scale details have preference over small.
- G. The general character and scope of the Work are illustrated by the Drawings and listed in the Specifications. Any additional detail or other information deemed necessary by the Engineer will be furnished to the Contractor when and as required by the Work.

- H. In the event the Engineer finds the materials or the finished product in which the materials are used or the work performed are not in conformance with the Contract Documents as determined by the Engineer, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

G4. DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, but no later than forty-eight (48) hours after first encountering or discovering conditions that the Contractor believes to be a Differing Site Condition, and before such conditions are disturbed, notify the Engineer in writing of: (1) latent physical conditions at the site differing materially from those conditions indicated in the Contract ("Type 1 Condition"), or (2) physical conditions at the Work Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as occurring in work of the character provided for in this Contract but unknown to the Contractor until encountered during performance of the Work ("Type 2 Condition"). The Contractor's Notice shall identify the conditions encountered and how they differ from those indicated in the Contract or ordinarily encountered or generally recognized, and shall also explain if and how the conditions encountered will cause a material increase in the cost and/or time required for performance of the Work.
- B. The Engineer shall promptly investigate such condition(s). Should the Engineer determine that a differing site condition exists as described above, and which materially increase the cost or time required to perform the Work, the Engineer shall notify the Contractor of that determination and issue an appropriate Change Order or extension of time.

G5. COORDINATION WITH OTHER CONTRACTS

- A. During the progress of the Work, other Contractors may be engaged in performing other work or may be awarded other contracts for additional work on this Project. In that event, the Contractor shall coordinate the work to be done hereunder with the work of such other contractors and the Contractor shall fully cooperate with such other contractors and carefully fit its own work to that provided under other contracts as may be directed by the Engineer.
- B. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor.
- C. The Contractor shall cooperate with various utilities and shall coordinate and arrange the sequence of his work to conform with work performed by various utilities within the limits of the Contract. In case of interference between the

operations of the utility owners and other contractors, the Owner will be the sole judge of the rights of each Contractor and the sequence of work necessary to expedite the completion of the entire project, and in all cases his decision shall be accepted as final.

G6. SUPERINTENDENCE AND WORKMEN

- A. The Contractor shall give his personal attention to the Work in progress and have a competent English speaking superintendent satisfactory to the Owner on the Work at all times during the progress of the Work. The superintendent shall not be replaced without written notice to Owner.
- B. The employment of foremen and experienced mechanics and laborers and others skilled in the particular duties entrusted to them is also required. When requested, the Contractor shall furnish to the Engineer, the qualifications of the superintendent, foremen, or any other individuals delegated with important functions connected with the Project.
- C. The Contractor shall, at all times, employ labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workmen shall have sufficient skill and experience to properly perform the work assigned them. All workmen engaged on special or skilled work shall have had sufficient experience in such work to properly and satisfactorily perform it and operate the equipment involved.

G7. NOTICE OF EMPLOYEE'S RIGHTS

- A. The Contractor(s) and their subcontractors shall comply with all provision of §220 of the New York State Labor Law.
- B. The Contractor shall obtain from each employee a written acknowledgement that the employee has received a copy of such notice and is receiving the prevailing wage rate (See Exhibit A). For the purposes of this Article, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees of subcontractors engaged in work at the project site. The written acknowledgements of the employees required herein shall accompany each partial payment request.
- C. Every contractor, and sub-contractor, shall submit to the department within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and sworn to or affirmed as true under the penalties of perjury..

- D. The Contractor shall provide to the Engineer (or other individual designated by the Owner) upon application for payment an employment attendance sheet (See Exhibit B) for all employees, including employees of subcontractors, for each day on which work is performed on the site, upon a form acceptable to the County, containing such information as the Owner deems appropriate, including job classification, hours of employment, wage rates and supplements payable by employer. A current attendance record shall be maintained at a location designated by the Owner.
- E. The Contractor shall provide the Owner, upon applications for payment, copies of certified payrolls and certification of payment of wage supplements. Contractor shall also provide the Owner with such subcontractor certified payrolls, affidavits, vouchers and receipts as to delivery and payment for materials (as the Owner deems necessary to substantiate claims and requests for payment).
- F. No employee hired by the Contractor may be deemed an apprentice unless such employee has been individually registered in an apprenticeship training program duly registered with the Commissioner of Labor in conformity with the provisions of Article 23 of the New York State Labor Law.

EXHIBIT A

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
PREVAILING WAGE ACKNOWLEDGEMENT

CONTRACTOR NAME: _____

CONTRACT #: _____ **EXPIRATION DATE:** _____

I, hereby, acknowledge that I have been fully informed by my employer that I have the right to receive and will be receiving the prevailing wage and supplements for the occupation of _____ for which I have been hired.

The total current rate of pay including all fringe benefits is \$ _____ per hour.

I further acknowledge that I have received and, under no duress, signed this written notice.

For the purposes of this acknowledgement, an employee includes, in addition to those immediately under the hire and/or supervision of the prime contractor, employees of subcontractors engaged in work.

Contractor/Subcontractor Signature

Employee Signature

Contractor/Subcontractor Name

Employee Name

DATE: _____

DATE: _____

EXHIBIT B

SUFFOLK COUNTY DEPARTMENT OF PUBLIC WORKS
CONTRACTOR EMPLOYEE DAILY ATTENDANCE

Prime Contractor _____

Date _____ / _____ / _____

Project Number _____

Project Name/Location _____

Person Taking Attendance

☐ DPW Representative

☐ Contractor/Sub Contractor

G8. WORK SUBJECT TO CONTROL OF ENGINEER

- A. In the performance of the Work, the Contractor shall abide by all orders, directions and requirements of the Engineer issued within the limitations of the Contract Documents.
- B. In the event the Contractor is not personally present at the Work, he shall have present at the Work a qualified superintendent to represent him and with power to act and be the recipient of orders and to obey all the instructions of the Engineer. If proper provision for the carrying out of this stipulation is not made, then the Contractor shall be held responsible for the execution of such orders and instructions as the Engineer may deem necessary to give to any foreman or other employee about the Work, and the Engineer may order the Work stopped until a duly authorized representative of the Contractor appears and receives his instructions. No claim for damages nor any extension of time in which to complete the Work by reason of such delay will be allowed the Contractor.
- C. The Engineer shall in all cases, subject to the power and authority of the Owner, determine classifications, quantities, quality, acceptability and fitness of the several kinds of work which are to be paid for under the Contract; he shall interpret the Drawings and Specifications, and all extra work orders and shall determine all questions in relation to the Work and the construction thereof.
- D. The Contractor shall employ no plant, equipment, materials, methods, or men to which the Engineer objects, and shall remove no plant, materials, equipment or other facilities from the site of the Work if the Engineer objects to such removal.
- E. The Engineer and Owner will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incidental thereto. The Engineer and Owner are not responsible for the acts or omissions of the Contractor, or any subcontractor or any of the Contractor's agents or employees or any other person performing any of the Work under construction.

G9. AUTHORITY AND DUTIES OF PROJECT REPRESENTATIVE

- A. The Owner will be directly represented on the job by a Resident Project Representative, who may be an Engineer, Clerk of the Works, Inspector, or other person(s) officially designated by the Owner. He will review the progress of the Contractor's work and shall have full authority to stop work for any deviation in the Contract Documents at any time pending final decision by Engineer and Owner. The work stoppage shall continue until the matter in question is settled to the satisfaction of the Owner. He shall not, however, have the power to issue a change order or an extra work order, and the performance of such work by the Contractor on the order of the Resident Project Representative, without first obtaining a written Order on Contract or Change Order from the Owner shall

constitute a waiver of any right to extra compensation. The Resident Project Representative may not authorize deviations from the Contract Documents, expedite Contractor's work or approve shop drawings or samples.

- B. The Project Representative will be authorized to check all work done and materials furnished. The Contractor shall execute his work in the presence of a Project Representative during the working hours of the day unless specifically directed otherwise. The presence of the Project Representative shall in no way lessen the responsibility of the Contractor. The Project Representative will not be authorized to revoke, alter, enlarge, relax or release any requirements of the Specifications, nor to approve or accept any portion of the Work, nor to issue instructions contrary to the Drawings and Specifications.
- C. The Project Representative will in no case act as foreman or perform other duties, that can in any way be interpreted as supervising the progress of the Contractor, or interfere with the management of the work by the Contractor. Any advice which the Owner's representative may give the Contractor shall not be construed as binding the Owner in any way nor releasing the Contractor from the fulfillment of the terms of the Contract.
- D. All material and workmanship shall be subject to inspection, examination and testing by the Owner at all times during manufacture or construction. The Contractor shall perform his work in such a manner that will permit the Owner to perform and coordinate his testing with the work. All such tests are solely for the Owner's own protection and record purposes, and the Contractor shall not rely on any such testing for control of the quality of his work.
- E. The Engineer or any authorized representative of the Owner shall have access at all times to the work for inspection wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and inspection.

G10. INSPECTION AND CORRECTION OF WORK

- A. The representative of the Department of Public Works shall have the right to reject defective material and workmanship or require its correction, based on results of inspection or testing. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore and the Contractor shall promptly segregate and remove the rejected material from the premises. If the contractor fails to proceed at once with replacement of rejected material, correction of defective workmanship and required retesting, the Owner may, by contract or otherwise, replace such material or correct such workmanship and charge the cost to the Contractor.

G11. INDEMNIFICATION OF THE OWNER AND ENGINEER

- A. Except for the Owner's and/or Engineer's own negligent acts, the Contractor shall pay and make good all losses and damages arising out of all causes connected with the Contract, and shall indemnify, defend and save harmless the Owner and the Engineer from all claims, liability, and responsibility, of every nature and kind, for losses, damages, and injuries, which any person or persons may sustain or suffer by reason of or in any way arising out of the Contract.
- B. In the event that litigation or arbitration arises out of this contract and the Owner is adjudged the substantially prevailing party, the Contractor agrees to compensate the Owner for all of its expenses required for its defense including, but not limited to, legal costs and engineering costs.

G12. CONTRACTOR'S RESPONSIBILITY

- A. The Contractor (General Construction Contractor on multiple prime contracts) is deemed to have absolute control over the entire site of the Work. The Contractor (each contractor on multi-prime contracts) shall be conclusively presumed to be acquainted with all existing conditions and to guarantee that all work, materials and equipment shall, upon final completion of the Work, be turned over to the Owner in complete and perfect condition and he shall be responsible for the proper care, maintenance and protection of all work, materials and equipment until his entire Contract is completed and all work, materials and equipment is found to be in good condition and accepted. The Contractor shall be responsible for his Work until completed and accepted by the Engineer and the Owner.
- B. Until acceptance of the Work by the Owner, the Contractor shall be responsible for all damage to his Work including action of the elements or any other cause whatsoever. The Contractor shall continuously and adequately protect his Work against damage from all causes.

G13. NOTIFICATION TO UTILITIES

The Contractor shall notify, in accordance with all codes, all utility companies having facilities which are subject to interference, 48 hours in advance of the time he proposes to perform work in the area, in order that they may take such precautions as are necessary to protect their property.

G14. SUBLETTING

- A. The Contractor shall not assign, transfer, or sublet the Contract, in whole or in part, to any other person or in any way to abridge the terms of the Contract Documents, without express resolution of the Owner, but rather shall keep it in his name and control until completed and accepted by the Engineer and the Owner. The Contractor shall, likewise, not assign any of the money payable under the Contract.
- B. Approval by the Owner of the subletting of any part of the Work, shall not under any circumstances relieve the Contractor or his Surety of any liabilities or obligations under the terms of the Contract Documents, nor shall it create any contractual relations between any subcontractor and the Owner.
- C. Should a subcontractor violate any of the terms of these Specifications, the Owner may, at its option, require the Contractor to end and terminate such subcontract.
- D. The Contractor shall, within five (5) days of issuance of the Notice to Proceed, notify the Department of Public Works in writing of the names of subcontractors proposed for various portions of the Work and shall not employ any subcontractor that the Owner may object to.
- E. The agreement between the subcontractor and the general Contractor is subject to examination and approval by the Owner.

G15. NOTICE TO PROCEED AND TIME FOR COMPLETION

- A. The Contractor shall commence Work, pursuant to the Contract Documents, on the Contract immediately upon receipt of written notification from the Engineer directing him to proceed (Notice to Proceed), and shall complete the Work within the Contract time as measured from the date of issuance of the Notice to Proceed. The Contractor shall prosecute the Work with diligence from day to day, and complete it at the time fixed.

G16. EXTENSION OF TIME

- A. If the Contractor is delayed or obstructed in the prosecution of the Work by the neglect, delay, or default of any other contractors having a contract with the Owner for adjoining or contiguous work, or by any neglect, delay or default attributable to the Owner, or by any damage that may happen to the Work by fire, unavoidable accident or any unusual action of the elements, he shall be entitled to such an extension of time for the completion of the Work as the Engineer certifies to as being just and reasonable, provided, however, that the Contractor shall make a claim in writing to the Owner for such extension of time within seven (7) days after the date the alleged cause for such delay occurred. The Contractor's written notification shall be specific as to both cause and effect of the delay.

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- B. A reasonable and proper extension of time for completion of the Work may be allowed to the Contractor on account of extra work that may be ordered in accordance with the terms of the Contract.
- C. Except as otherwise specifically provided for herewith with respect to Differing Site Conditions, the Contractor agrees to make no claim for damages for delay of any kind in the performance of this Contract whether occasioned by any act or omission of the Owner or Engineer or any of its representatives, and Contractor agrees that any such claim shall be compensated for solely by an extension of time to complete performance of the Work. In this regard, the Contractor alone hereby specifically assumes the risk of such delays, including without limitation: delays in processing or approving shop drawings, samples or other submittals; or the failure to render determinations, approvals, replies, inspections or tests of the Work, in a timely manner, and delays caused by the errors, omissions or performance of other contractors.
- D. The Contractor shall not be entitled to extension of the Contract Time, nor to claims for additional compensation, occasioned by delays due to inclement weather conditions, it being agreed and understood that inclement weather conditions are a normal occurrence in the climatic region of the Project. Abnormal weather conditions, as determined by the Engineer, will be considered valid grounds for an extension of the Contract Time, but not for additional compensation to the Contractor.

G17. PROJECT MEETINGS

- A. A Pre-Construction Meeting will be held at the offices of the Owner soon after Contract award. All parties will be notified in advance of the date and time of this meeting.
- B. The Contractor or his Superintendent shall meet periodically as directed by the Engineer at scheduled Job Meetings with representatives of the Owner and the Engineer for the purpose of expediting and coordinating the Work. All persons who are designated to be representatives for their various parties at the meetings, shall be authorized to make on-the-spot decisions.
 - (1) In addition to meetings held between Contractors to maintain and coordinate their work efforts, formal Job Meetings will be held bi-weekly.
 - (2) Additional Job Meetings will be held if deemed necessary by the Engineer.

G18. PROGRESS SCHEDULE

- A. Contractor shall prepare and submit his proposed Progress Schedule to the Engineer at or prior to the Pre-Construction Meeting. The Progress Schedule shall be presented in the form of a bar graph indicating proposed progress vs. elapsed

time. For Lump Sum Contracts it shall be prepared in conjunction with key milestones of the project.

G19. WORKING HOURS, HOLIDAYS AND OVERTIME

- A. It is the intent of the Contract that the Contractor provide sufficient work force at all times during normal working hours and days of each week to complete the Work without resorting to overtime work. Work under the Contract shall not be prosecuted on Saturdays, Sundays, on official holidays, or evening hours, except when the Contract specifically states that work shall be accomplished during the Owner's non- working hours, or when the nature of the work is such that it can only be performed during the Owner's non-working hours.
- B. The workday for the Owner's field staff shall begin at 7:00 A.M. and end at 3:00 P.M. The definition of normal working hours is Monday through Friday, legal holidays excepted, during a consecutive period as agreed upon in the area of the work, not counting the lunch period; and the definition of normal work week is the aggregate of the five (5) consecutive days, Monday through Friday inclusive, maximum, the same holidays excepted.
- C. It is the intent of the Owner to provide resident project representatives for all phases of the Contractor's operations. It is expected that all Contract work will be performed within the hours specified above. In the event that the Contractor requests to perform work outside of these hours, the Owner will review the scope of the operations and determine on a case-by-case basis the extent of the inspection services that will be required. The Contractor will be back charged for these additional inspection services. The owner will deduct and retain sufficient sums from the monies due on the payment estimate to cover the cost of the Engineer and such inspectors of the Engineer and the Owner as are assigned to the Work to observe the work of the trade, or trades, actually performing such overtime work. County employee's time will be charged to Contractor at the rate of one and one-half (1.5) times direct salaries cost. Engineer's employee's time will be charged to Contractor at Engineer's standard hourly billing rates adjusted by the appropriate premium applicable for overtime, whether time-and-one-half, double time, or otherwise, as applicable, prior to applying the Engineer's multiplier.
- D. Contractor shall obtain permission from Owner and Engineer prior to prosecuting any portion of the Work beyond the standard working days or hours, giving them ample time in which to procure and assign resident project representation and supervision.

E. For overtime work, the Contractor shall, at his own cost and expense, provide the necessary safety and other facilities required for work during normal working hours and, for work at night, he shall provide adequate lighting for safety and performance of construction operations. This shall not excuse the Contractor from having constant attendance at the Work and to be in readiness in time of emergency even at nights, Saturdays, Sundays and holidays.

F. The following is a list of the Owner's holidays:

New Year's Day
Dr. Martin Luther King Jr. Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Election Day
Veterans Day
Thanksgiving Day
Christmas Day

G20. SUBSTITUTES AND EQUALS

A. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular manufacturer, the naming of the item is intended to establish the type, function and quality required. If the name is followed by words "or equal", materials or equipment of other suppliers may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make written application to Engineer for acceptance thereof.

B. Whenever any product is specified in the Contract Documents by a reference to the name, trade name, make or catalog number of any manufacturer, the intent is not to limit competition, but to establish a standard of quality which the Engineer has determined is necessary for the Project. In all cases the Owner will be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving the equivalency at his own cost and expense, to the satisfaction of the Owner.

- C. Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Owner will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without Owner's prior written acceptance which will be evidenced by either a Change Order which reflects a credit to the Owner for a product which is less expensive than that specified or an approved Shop Drawing.
- D. Where the Contractor proposes to use an item of equipment other than that specified or detailed on the Drawings which requires any redesign of the structure, partitions, foundations, piping, wiring or any other part of the Work, all such redesign and all new drawings and detailing required therefore shall be prepared by an Engineer licensed in the State of New York and all fees paid for by the Contractor.

G21. SHOP DRAWINGS AND SUBMITTALS

- A. After checking and verifying all field measurements and after complying with applicable procedures specified in the Specifications, Contractor shall submit to Design Professional for review and approval, or for other appropriate action, an electronic .PDF version of all Shop Drawings, and/or two (2) samples, which will bear a stamp or specific written indication that Contractor has satisfied Contractor's responsibilities under the Contract Documents with respect to the review of the submission. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Design Professional to review the information as required.
- B. Design Professional will review and approve with reasonable promptness Shop Drawings and samples, but review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences of procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. Contractor shall make corrections required by Design Professional, and shall return the corrected Shop Drawings and submit as required new samples for review and approval.
- C. Changes will not be allowed to be made on Shop Drawings that have been previously submitted for approval except for items that have been noted for corrections or coordination.

- D. Design Professional's review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Design Professional's attention to each such variation at the time of submission, and Design Professional has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by Design Professional's relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of these General Conditions.
- E. The Owner shall receive transmittal only of all submittals transmitted to the Design Professional at the time of submission. The Owner requires electronic .PDF version of all approved submittals plus two (2) hardcopies of any large format shop drawings over 11" x 17" in size. The Owner does not want copies of rejected shop drawings.

G22. CHANGES IN THE WORK

- A. Without invalidating the Agreement the Owner may at any time make changes in the Drawings and Specifications of this Contract and within the general scope thereof by written Change Order. All Change Order work shall be executed in conformity with the terms and conditions of the original Contract except as may be otherwise specifically provided for in the Change Order.
- B. Except as hereinafter provided, no such change shall be binding upon the Contractor nor require the payment of additional compensation to the Contractor, unless it has been ordered in writing by the Engineer who has been specifically authorized thereto in writing by the Owner.
- C. Except as hereinafter provided, no oral agreement, conversation or understanding between the Contractor and the Engineer or any Resident Project Representative or anyone representing the Owner shall affect or modify any of the terms or obligations of the Contract Documents, nor excuse the performance of any work in any manner contrary to the terms of the Contract Documents.
- D. If the Contractor proceeds with the performance of any work in accordance with oral instructions of the Engineer, it shall be conclusively presumed that the unit prices or lump sum prices stated in the Contractor's Bid apply to such work and no additional or different compensation shall be paid.
- E. If instructions are determined by the Engineer to be changes in the Work, the compensation to the Contractor shall be computed by one of the following three methods as selected by the Owner:

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- (1) Lump Sum Negotiated Price: The lump sum price, which will be mutually agreed upon by both the Owner and the Contractor shall be added to or deducted from the current Contract Amount.
 - i. Additions: If the price change is an addition, then it shall include the Contractor's overhead and profit.
 - ii. Deductions: If the price change is a deduction, then it shall include the Contractor's overhead, but not his anticipated profit.
 - (2) Unit Price: The total dollar amount to be added or deducted from the current Contract Amount shall be determined by estimating the number of unit quantities for each part of the Work which is changed and multiplying it by the applicable unit price.
 - i. Contract Unit Prices: When items are covered by Contract Unit Prices, the unit prices shall be submitted as bid.
 - ii. Other Unit Prices: The Owner and Contractor may mutually agree upon unit prices. Contractor's overhead and profit will be allowed, and will be applied as described in paragraph 2 above.
 - (3) Time and Materials: The Contractor will be directed to proceed with the Work and maintain and submit a proper record of the actual cost of the change including all vouchers. Contractor's overhead and profit will be allowed.
- F. Regardless of the method used to determine the value of change upon request by the Owner, the Contractor shall be required to submit satisfactory evidence of each and every item that was used in computing the value of the change including material quantities, labor-hour breakdowns, agreements with subcontractors and suppliers and other information that constitutes the cost proposal. Such required evidence may include, but not be limited to, invoices, purchase orders, canceled checks, current labor rate breakdowns and bid sheets.
- G. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following paragraphs:
- (1) Contractor's Own Work: If the work is done directly by the Contractor, an amount not to exceed ten (10) percent may be added for overhead. To the cost of labor and materials plus overhead an additional amount not to exceed ten (10) percent may be added for profit. No percentages for overhead and profit will be allowed on payroll taxes and insurance or on the premium portion of overtime pay.

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- (2) Subcontractor's Work: If the work is done by a subcontractor, an amount not to exceed ten (10) percent may be added for the subcontractor's combined overhead and profit. To the subcontractor's labor and materials plus combined overhead and profit, an amount not to exceed ten (10) percent may be added for the Contractor's combined overhead and profit. The subcontractor's combined overhead and profit allowance shall be applied only once to each Change Order regardless of the number of levels of subcontractors performing the Change Order work.
 - (3) The cost of transportation of materials shall be excluded when computing the above-described charges for profit and overhead.
- H. Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, both direct and indirect, other than the actual cost of labor and materials and shall include, but not be limited to, liability insurance, bond premiums, field and office supervisors and personnel above the level of working foremen, use of small hand tools and minor equipment, incidental job burden and general office expenses.
- I. Actual Cost of Labor shall be defined as the amount paid for the following items to the extent determined reasonable and necessary:
 - (1) Wages paid for workmen and foremen and wage supplements paid to labor organizations in accordance with current labor agreements.
 - (2) Premiums or taxes paid by the Contractor for FICA Tax, Federal and State Old Age and Unemployment Insurance, Worker's Compensation Insurance, and any other payroll taxes as required by law.
- J. Actual Cost of Materials shall be defined as the amount paid for materials delivered to the job site for incorporation into the Work.
- K. Actual Cost of Equipment shall be defined as the amount paid for the following items:
 - (1) Allowance for use of self-owned construction equipment (exclusive of hand tools and minor equipment) as approved for use by the Engineer at a rate that is mutually agreed upon. Self-owned equipment is defined to include equipment rented from controlled and affiliate companies. The schedule of hourly rates submitted for approval shall not exceed the daily rates which are listed in the prevailing Rental Rate Blue Book for Construction Equipment at the time the submittal is made divided by eight. This schedule shall be the basis of compensation, except for the following conditions:

- i. The first 20 hours will be paid for at 90% of the above base hourly rate.
 - ii. For 21 to 40 hours, the rate will be paid for at 80% of the above base hourly rate.
 - iii. For over 40 hours, the rate will be paid for at 45% of the above base hourly rate.
 - iv. The number of hours to be paid for shall be the number of hours that the equipment or plant is actually used for the specified extra work.
- (2) Rented equipment other than self-owned equipment will be paid for at actual rental cost, as approved by the Engineer prior to rental. Gasoline, oil and grease, required for the operation and maintenance of rental or self-owned equipment will be paid for at the actual cost.
- L. Payment for time and material work will be made on the basis of the daily summary of time and materials work done on the Contract delivered to the Resident Project Representative by the Contractor not later than closing time on the day following that for which the work is reported.

The summary shall contain:

- (1) A list of materials used indicating the amount and nature of each material. The cost (if known) shall also be included. This shall be later documented by proper receipts.
- (2) A list of equipment used indicating the number of hours used and the kind, type and size of equipment.
- (3) A list of personnel by name, including the hours and labor classification at which they were used on the time and materials work.
- (4) A statement of the work accomplished by time and materials for that day.
- (5) This summary shall be dated and signed by the Contractor's authorized representative and the Resident Project Representative. The Resident Project Representative will make any notations, remarks or comments on this form that may assist in final payment.
- (6) The contract number and other identification as well as the name of the Contractor shall appear on the statement.

G23. EXTRA WORK

- A. Any extra work not originally contemplated under this Contract and not otherwise provided for herein, which in the opinion of the Owner is desirable or necessary, shall be performed by the Contractor if ordered in writing by the Owner. Such extra work shall be subject to payment under a Change Order.
- B. All Change Orders requiring extra work shall be executed in conformity with the terms and conditions of the original Contract, unless otherwise provided in the order for same. Any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.
- C. No instructions, either written or verbal, shall be construed as an order for changes unless it be in the form of a Change Order, bearing the signed approval of the Owner and the signed acceptance of the Contractor, except in the case of disagreement as to value of changes, when the Contractor's signature to the order will not be mandatory. Change Order shall describe or enumerate the work to be performed and state the price, if any, to be added to or deducted from the Contract Price. If the nature of the work is such that a Change Order, as above, cannot be issued until the work has been advanced sufficiently to obtain exact quantities, said work will be authorized in writing by the Owner, with the accompanying statement that a Change Order will be issued when the necessary information is at hand.
- D. Except as provided in the above paragraph, no change shall be made, unless in pursuance of a Change Order, and no claim for an addition to the contract price shall be valid unless so ordered. If the Contractor believes that an instruction or directive issued formally by drawing or letter involves extra work not covered by the Contract, he shall within ten (10) calendar days after its receipt give the Owner written notice requesting a Change Order for the work. The written notice shall state in detail the basis for the Contractor's claim for an extra. The Owner will promptly review the Contractor's request. If it is recognized as an extra, the amount of the additional compensation will be determined using one of the three methods provided in CHANGES IN THE WORK. If the Engineer determines that the Contractor is not entitled to an extra, the Contractor will be so notified in writing. In any event, the Contractor shall proceed with such directed work without delay.
- E. It shall not constitute extra work entitling the Contractor to additional compensation if the Owner shall order changes or increases in plant or personnel to maintain the scheduled rate of progress in the Work to be done under the Contract. Approval by the Design Professional of materials or equipment substituted by the Contractor for those specified shall likewise not constitute extra work.

G24. CLAIMS AND DISPUTES

- A. Should the Contractor be of the opinion, at any time or times, that he is entitled to any additional compensation whatsoever over and above the compensation stipulated in these Contract Documents for damages, losses, costs, and/or expenses alleged to have been sustained, suffered, or incurred by him in connection with the project herein contemplated, he shall, in each instance, within ten (10) days after such alleged damages, losses, costs, and/or expenses shall have been sustained, suffered, or incurred, make a written claim therefore to the Owner. The Contractor shall file with the Owner on or before the fifteenth (15th) day of the calendar month succeeding that in which such damages, losses, costs, and/or expenses shall have been sustained, suffered or incurred, a written itemized statement of the details and amount of such claim of damage, loss, cost, and/or expense. Each claim shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the Contractor believes he is entitled as a result of said event. Unless such claim and statement shall be thus made and filed, in each instance, the Contractor's claim for additional compensation shall be held and taken to be absolutely invalidated, and he shall not be entitled to any compensation on account of such alleged damages, loss, cost, and/or expense.

The Contractor shall produce for the Owner's examination, upon notice from the Owner, all his books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and canceled checks, showing all of his actions and transactions in connection with or relating or arising by reason of his claim, and submit himself and persons in his employment and in his subcontractors' employment for examination under oath by any person designated by the Owner to investigate any claims made against the Owner under the Contract, such examination to be made at the offices of the Contractor. Compliance with this paragraph shall be a condition precedent to commencement of any action by the Contractor by reason of his claim.

- B. The Contractor shall proceed diligently, pending and subsequent to the determination of the Owner with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the Owner and the Engineer.
- C. If the Contractor considers a claim or dispute unresolved, he shall promptly notify the Owner in writing of his position relative to the dispute.

- D. If the Owner determines a claim or dispute has no merit, he shall direct the Contractor to proceed, and the Contractor shall promptly comply. The Contractor's right to file a claim for extra compensation or damages will not be affected in any way in complying with the above directions of the Owner, provided the Contractor furnishes the Owner with daily records of all labor, material and equipment used in connection with such work and the cost thereof.
- E. If the Owner determines that any claim or dispute is extra work, not Contract Work, then the Owner will have prepared a Change Order covering such work as soon after the determination is made as is practical.
- G. In the event the Contractor fails to furnish the above referenced records, such failure shall constitute a waiver of any claim for payment for disputed work.
- H. No person has the power to waive or modify any of the foregoing provisions, and in any action against the Owner to recover any sum in excess of the sum certified by the Owner to be due under or by reason of the Contract, the Contractor must allege in his complaint and prove at the trial, compliance with the provisions of this Article.
- I. Nothing in this Article shall in any way affect the Owner's right to obtain an examination before trial or a discovery and inspection in any action that might be instituted by or against the Owner or the Contractor.
- J. The provisions of this Article shall be held and taken to constitute a condition precedent to the right of the Contractor to recover.

G25. INTERPRETATIONS AND DECISIONS BY OWNER

- A. All work shall be done under the supervision and to the satisfaction of the Commissioner of Public Works. He shall determine the amount, quality, acceptability and fitness of all parts of the Work. He shall interpret the Specifications, Contract Documents including inconsistencies between various documents and Extra Work

Orders and he shall decide all other questions in connection with the work.

- B. Authority of Commissioner of Public Works is final and conclusive. To prevent disputes and litigation, the Commissioner, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval and in addition to the powers given him by State or local law, shall in all cases have the power to review and determine finally all questions in relation to this Contract and its performance, which determination shall be final and conclusive upon the Contractor; and to modify or change the Contract so as to require (1) the performance of extra work, or (2) the omission of Contract work when he deems

it in the interest of the County to do so; or both; and to suspend the whole or any part of the Work whenever, in his judgment, such suspension is required (1) in the interest of the County generally, or (2) to coordinate the work of the various contractors engaged in the project, or (3) to expedite the completion of the entire project even though the completion of this particular part of the project may be thereby delayed, without compensation to the Contractor for such suspension other than extending the time for completion of the Work as much as it may have been, in the opinion of the Commissioner, delayed by such suspension.

G26. TAXES

- A. The Contractor shall pay all sales, consumer use and other similar taxes required by law. However, the County of Suffolk declares itself a tax exempt organization, as per amended Tax Law, §1115(a)(15), so that tangible personal property purchased by contractors, subcontractors and repairmen becoming an integral component part of the real property of any County project, shall be exempt from New York State and local sales and use taxes.
- B. The Contractor shall comply with the provisions of §70 and §71 of the Lien Law, as amended, and §1302-C of the Penal Law, as amended, in relation to funds being received by a contractor for a public improvement constitute trust funds in the hands of such contractor. The said funds shall be applied first to the payment of certain claims.
- C. No certificate approving or authorizing the first partial payment, or in the event there shall be no first partial payment, then no certificate approving or authorizing any final payment shall be made to a foreign contractor unless such contractor shall furnish satisfactory proof that all taxes due by such contractor under the provisions of Article 9, 9A, and §601 of the tax law have been paid. The certificate of the State Tax Commission to the effect that all such taxes have been paid shall be conclusive proof of the payment of such taxes.

The term "foreign contractor" as used in the preceding paragraph means, in the case of an individual, a person who is not a resident of this State; and in the case of a partnership, one having one or more partners who is not a resident of this State; and in the case of a corporation, one not organized under the laws of this State.

G27. PAYMENTS TO AND BY CONTRACTOR

- A. During the progress of the Work, payments will be made as follows unless specific payment schedule/milestones are included in the contract specifications:
 - (1) The Engineer, in consultation with the Contractor, will, within the first ten days of each month, estimate the amount of work done and materials and

equipment built into the Work during the previous calendar month. The quantities so determined will be used as the basis for a periodic estimate and shall indicate the value of the work performed and materials and equipment built into the Work in accordance with the Contract. As soon as practicable thereafter, the Owner will pay the Contractor an amount equal to ninety percent (90%) of the value of such work, materials and equipment indicated on the periodic estimate, less the amount of all previous payments. The remaining ten percent (10%) shall be deducted from each and every estimate made under the Contract and shall be retained until substantial completion of all Work covered by the Contract.

- (2) The Owner or his representative may decline to approve any Application for Payment or, because of subsequently discovered evidence or subsequent inspections, he may nullify in whole or any part of any Certificate for Payment previously issued to such extent as may be necessary in his opinion to protect the Owner from loss because of:
- i. Defective work not remedied,
 - ii. Liens or claims filed or reasonable evidence indicating probable filing of claims,
 - iii. Failure of the Contractor to make payments properly to subcontractors for labor, materials or equipment,
 - iv. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price,
 - v. Damage to another contractor or subcontractor,
 - vi. Reasonable indication that the Work will not be completed within the Contract Time, or
 - vii. Unsatisfactory prosecution of the Work by the Contractor. Before release to the Contractor of any funds retained under this provision, the Contractor shall furnish satisfactory written evidence to the Owner that the claim or claims have been fully paid or satisfied, and
 - viii. To protect the Owner from loss due to injury to persons or damage to the Work or property of other contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors.

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- ix. Violation of §220 of the New York State Labor Law including failure to file payrolls in a manner consistent with subdivision 3-a of §220 of New York State Labor Law.
- (3) The Owner will make milestone payments to the Contractor on the basis of a duly certified estimate of the work.
- B. Application for payment shall be made by the Contractor on the appropriate forms of the Owner.

No materials or supplies for the Work shall be purchased by any contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies for which he accepts payment.
- C. The Contractor shall submit with each and every voucher for payment for work completed under this Contract, a statement as to the amounts due and owed by the Contractor to labor, subcontractors and materialmen and a certificate relative to payments now due.
- D. Within seven (7) calendar days of the receipt of a payment from the Owner, the Contractor shall pay each of his subcontractors and suppliers for work performed and materials furnished by them as reflected in the payment from the Owner, less an amount necessary to satisfy any outstanding claims, liens or judgments and less a retained amount of not more than ten percent (10%). Failure by the contractor to make any payment, to any subcontractor or materialman within seven (7) calendar days of the receipt of any payment from the Owner shall result in penalties as outlined in New York State Labor Law.
- E. All material and work covered by payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for all materials and work upon which payments have been made or the restoration of any damaged work or as a waiver of the right of the Owner to require the fulfillment of all the terms of the Contract.
- F. So long as any lawful or proper directive concerning the work or material by the Owner or his representative shall remain uncomplied with, the Contractor shall not be entitled to have any estimate made for the purpose of the payment, nor shall any estimate be rendered on account of work done or material furnished until such lawful or proper directive has been complied with fully and satisfactorily.
- G. Filing of payrolls in a manner consistent with subdivision 3-a of §220 of New York State Labor Law is a condition precedent to payment of any sums due and owing to any person for work done upon this project.

G28. SCOPE OF PAYMENTS

- A. The Contractor shall receive and accept the compensation as herein provided, as full payment for furnishing all materials, labor, tools, and equipment and for performing all Work contemplated and embraced under the Contract, also for all loss or damage arising out of the nature of the Work, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered during the prosecution of the Work, and for all risks of every description connected with the prosecution of the Work, until its final acceptance by the Owner, also for all expenses incurred by, or in consequence of, the suspension or discontinuance of the said prosecution of the Work as herein specified, and for all actual or alleged infringements of patent, trademark, or copyright, and for completing the Work and the whole hereof, in an acceptable manner, according to the Drawings, Specifications, and other Contract Documents. The payment of any partial or final estimate shall in no way or in no degree prejudice or affect the obligation of the Contractor, at his own cost and expense, to renew or replace all defects and imperfections in the construction of, or in the strength of, or quality of, materials used in or about the Work under Contract and its appurtenances, as well as all damages due or attributable to such defects, and of which defects, imperfections, or damages the Owner shall be the judge, and the Contractor shall be liable to the Owner for failure to do so.

G29. SUBSTANTIAL COMPLETION

- A. For the purpose of defining the substantial completion date, the project will be considered substantially complete when all Work covered by the Contract has been performed and all installations and equipment have been tested and are ready for permanent use and the Contractor has obtained approval of his final operations and maintenance manuals and preliminary as-built drawings (if such are required). Work which has seasonal limitations and removal of the Contractor's plant and equipment and other minor adjustments which do not prevent use of the project will not be a factor in establishing the substantial completion date.
- B. When the Contractor considers his work to be substantially complete he shall submit a written notice to the Design Professional with a copy to the Owner requesting a Substantial Completion Inspection.
- C. Within ten (10) days after receipt of such notice, the Design Professional will make an inspection to determine the status of completion and make a recommendation to the Owner.

- D. Should it be determined that the Work is substantially complete, the Engineer will prepare a "punch list" of items to be completed or corrected as verified and/or amended by the Owner.
- E. When the work contemplated under the terms of the Contract is Substantially Complete, the Contractor may submit a requisition for the "Contract Balance". The Owner will pay the remaining amount less two times the value of any items to be completed. As remaining items of work are satisfactorily completed or corrected, the Owner will pay upon requisition for these items. Five percent (5%) maximum or half of retainage will be paid if all work is satisfactorily complete.
- F. Should it be determined that the Work is not substantially completed, the Owner will promptly notify the Contractor in writing of the reasons therefore.

G30. FINAL COMPLETION AND CONTRACT CLOSE-OUT COSTS

In the event the Contractor fails to perform any Work remaining within sixty (60) days of having achieved substantial completion, including, but not limited to, any work required under this Contract in order for the Contractor to be entitled to receive final payment hereunder, the Owner shall notify the Contractor in writing of the remaining items of Work that require completion. If the Contractor does not begin performing such work within seven (7) days after being afforded notice as provided for in this contract, the Owner reserves the right to make alternate arrangements to have the work completed in any manner it deems appropriate, including, but not limited to, hiring a contractor to perform the work or performing the Work in-house, without prejudice to any other remedy the Owner may have. The Contractor shall not be entitled to receive any further payment until the Work is finished. The Owner shall deduct any costs incurred in completing the Work necessary for final completion or Contract close-out from the monies owed, or which may become due, to the Contractor, the remainder of which shall be returned to the Contractor upon completion of the remaining Contract work. However, if the costs incurred in completing the Work necessary for final completion or Contract close-out exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

G31. FINAL INSPECTION AND CERTIFICATION

- A. Upon completion of Work under this Contract, the Contractor shall notify the Design Professional in writing that the Work will be ready for final inspection and testing on a specific date which shall be stated in such notice.

When in the opinion of the Design Professional the Contractor has fully performed the Work under the Contract, the Engineer will recommend to the Owner the acceptance of the Work so completed

G32. FINAL PAYMENT

- A. If the Contractor's work is accepted by the Owner as a result of the Final Inspection, the Owner will thereupon notify the Contractor of such acceptance by letter, and copies of such acceptance will be sent to other interested parties; and he shall authorize payment to the Contractor of all monies due for the work done. All prior estimates and payments including those relating to extra work, will be subject to correction by this payment.
- B. Prior to the Final Payment the Contractor shall submit to the Owner with a copy to the Engineer:
- (1) All required manufacturer's warranties/guarantees and bond(s).
 - (2) As-Built Drawings (if such are required).
 - (3) An Affidavit of Payment of Claims that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner might in any way be responsible, have been paid or otherwise satisfied. If the Owner requires, the Contractor shall submit other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify him against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.
- C. Final Acceptance

Final Payment: The acceptance by the Contractor of the Final Payment shall be and operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with the Work. No payment, final or otherwise, nor partial or entire use or occupancy of the Work by the Owner, shall be an acceptance of any work or materials not in accordance with the Contract; nor shall the same relieve the Contractor of responsibility for unsettled liens, for faulty materials or workmanship or operate to release the Contractor or his Surety from any obligation under the Contract, or terms of special guarantees required by the Contract Documents.

G33. OCCUPANCY OR USE PRIOR TO FINAL ACCEPTANCE

- A. The Owner shall have the right to occupy and use any part or all of the Work prior to final acceptance. If directed to do so by the Engineer, the Contractor shall promptly provide for such occupancy.
- B. Occupancy or use of any portion of the Work by the Owner before final completion and written acceptance shall not be construed as evidence of final acceptance of the Work.
- C. If any damage is caused to the Work, either by the Owner or by those occupying or using any portion of the Work with the permission and authorization of the Owner, as a direct result of such occupancy or use prior to final acceptance, then the Engineer may direct the Contractor to perform the necessary repairs or replacements. If so directed, the Contractor will be reimbursed for the fair and reasonable cost of making the necessary repairs and replacements, provided that he was not in any way at fault for the damage and could not have reasonably prevented the damage.
- D. The Owner, through the Engineer, reserves the right at all times to deliver, place and install furnishings, etc., as the work progresses, as long as there is no interference with the Contractor. Such preliminary occupancy shall not be construed as acceptance of such occupied portions of the project.
- E. The Contractor shall cooperate with all other contractors working on the site and coordinate through the Owner's Representative all space requirements, access and details of equipment and installation that are pertinent to the Contract.

G34. EQUIPMENT USAGE PRIOR TO FINAL ACCEPTANCE

- A. The Owner shall have the right to temporary or trial usage of all machinery, equipment and mechanical systems prior to final acceptance. If directed to do so by the Engineer, the Contractor shall promptly arrange for such usage at no additional cost to the Owner.
- B. The Owner shall have the privilege of temporary and trial usage of all machinery, equipment and mechanical systems for such reasonable length of time as the Engineer shall deem proper for making a complete and thorough test of same. The temporary or trial usage shall be performed under the supervision of the Engineer.
- C. The use by the Owner of any machinery, equipment or mechanical system furnished under this Contract, prior to final completion and written acceptance by the Engineer shall not be construed as evidence of final acceptance of the Work.

- D. No claim for damage shall be made by the Contractor for the injury to or breaking of any parts of such work which may be caused by weakness or inadequacy of structural parts or by defective materials or workmanship. If the Contractor so elects, he may at his own expense employ a competent person or persons satisfactory to the Engineer to make such trial usage.
- E. The Contractor may request that certain guarantee or warranty periods begin at the time of such use by the Owner prior to Substantial Completion. Final acceptance will not be made until the Contractor has repaired or replaced all defective work, adjusted his equipment and otherwise fulfilled all of the requirements of these Specifications.

G35. OWNER'S RIGHT TO SUSPEND OR TERMINATE CONTRACT

- A. If any portion of the Work under any Contract is not being performed in accordance with the Contract Documents or in the best interest of the County, the Commissioner of Public Works may temporarily suspend that portion of the Work, until such time as a determination of subsequent action or procedure for that particular portion of the Work is resolved. Written notice sent by mail to the Contractor and to his Surety at their respective addresses shall be sufficient notice of suspension. Resumption of work on said suspended portion shall not proceed until written notice to do so is received by the Contractor from the Commissioner.
- B. The Contract may be declared null and void, the security forfeited and the materials built into the Work shall become the property of the Owner, under any of the following conditions:
 - (1) The Contractor is adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver or liquidator should be appointed on account of his insolvency, and not dismissed within twenty (20) days after such appointment or proceedings in connection therewith not stayed on appeal within the said twenty (20) days.
 - (2) The Contractor shall abandon the Work under his Contract.
 - (3) Fail or refuse to conform with the requirements of the Contract either in workmanship or material, or if any time the Engineer certifies that the Contractor is willfully violating the conditions of the Contract, or executing same in bad faith, or if the Contractor shall persistently or repeatedly refuse or should fail, except in cases for which an extension of time is granted, to supply adequate plant or a sufficient number of skilled

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workmen or materials to prosecute the Work properly, or if he unnecessarily delays the Work.

- (4) Failure to make prompt payment to subcontractors or to persons supplying equipment, material or labor for the Work.
- (5) Persistently disregarding laws or ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract.

Before declaring the Contract null and void, the Owner will serve the Contractor with a Notice of Warning in writing at the address given in the Contract that requires the Contractor to show cause within seven (7) days after the receipt of such notice by appearing at the office of the Owner and stating why his Contract should not be declared null and void.

- C. If the Contractor fails to comply with the said Notice of Warning and the Contract is annulled under this Article, the Contractor shall not be entitled to any damages on account thereof nor shall such annulment affect the right of the Owner to recover against the Contractor or his Surety damages which may arise, or extra costs which may be incurred by it as the result of the failure of the Contractor to carry out the terms of the Contract.
- D. The Owner may at its option proceed to complete the work by others and any funds retained by the Owner may be applied to pay the increased cost of the work.

G36. TERMINATION FOR CONVENIENCE BY OWNER

- A. In addition to all other rights or remedies as provided in this Contract or by law, the Owner may, in its sole discretion, at any time after the issuance of the Notice of Award, terminate this Contract, or any part thereof, without cause and for the convenience of the Owner ("Termination for Convenience"), by Notice of such termination to the Contractor ("Notice of Termination") which Notice shall specify the effective date of the termination date ("Termination Date").
- B. In the event of a Termination for Convenience, the Owner shall have no liability to the Contractor except to pay for Work satisfactorily performed on the terminated part of the Contract prior to the effective date of such termination. Work satisfactorily performed shall be paid, at the Unit Prices for Unit Price Work and the Lump Sum Prices for Lump Sum Work. The Owner shall determine the amount of satisfactory work performed as a basis to determine the amount of compensation due the Contractor for all Work performed.
- C. The Contractor shall cease execution of the Work on the Termination Date and shall turn over all completed Work to the Owner. The Contractor shall take such steps for continued protection of the Work as may be specified in the Notice of

Termination or as may be reasonably necessary with immediate notice to Owner of such steps. The Contractor shall be entitled to reasonable compensation for such protective work. With respect to terminated Work, the Contractor shall immediately cancel all cancelable orders for material and equipment and exercise any rights to termination established in subcontracts and orders. The Contractor shall place no further orders for material, services and equipment except as may be necessary to comply with the requirements stated in the Notice of Termination. Notwithstanding the foregoing, with respect to purchase orders or Subcontracts that relate to the performance of the terminated Work, specifically identified by the Owner in the Notice of Termination as orders or subcontracts to be assigned, the Contractor shall assign to the Owner, in the manner, at the time and to the extent directed by Owner, all of the rights, title and interest of the Contractor.

- D. The Contractor shall make diligent efforts to mitigate costs. The contractor shall not receive any compensation for any lost or anticipated profit or anticipated administrative or indirect costs or overhead the Contractor might have reasonable expected to make or recover on the uncompleted portion of the Work.
- E. The Engineer shall instruct the Contractor on the disposition of any material or equipment in stock that was to be incorporated into the terminated Work and any material or equipment ordered pursuant to non-cancelable orders but not yet delivered.
- F. Except as expressly provided in this Article, the Contractor shall not be entitled to any other payment and expressly waives and relinquishes any right to claim damages or pursue any other remedy at law or relief in equity (including specific performance) by virtue of Owner's exercise of its rights under this article. The Owner may deduct or set-off against any sum due and payable under this Article any claims it may have against the Contractor.
- G. No termination shall diminish the Contractor's warranty obligations with respect to Work completed prior to termination under this Contract.

G37. ASSIGNMENT

- A. The Contractor is prohibited per General Municipal Law §109 from assigning, transferring, conveying, subletting or otherwise disposing of his Contract, or of his right, title, or interest therein, or his power to execute his Contract, to any other person or corporation without the previous consent in writing of the Owner. The Contractor shall, likewise, not assign any of the money payable under the Contract.
 - (1) If provision of the law be violated, the Owner may revoke and annul the Contract, and the Owner will be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom the Contractor shall assign, transfer, convey, sublet or otherwise dispose of

the Contract, and such transferee shall forfeit and lose all monies theretofore assigned under said contract except so much as may be required to pay his employees. It is understood between the parties that the Agreement is intended to secure the personal service of the Contractor because of his ability and reputation.

G38. LAWS, ORDINANCES, PERMITS, AND REGULATIONS

- A. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- B. The Contractor shall comply with all Federal, State, Municipal and Local Laws, ordinances, rules, regulations, orders, permits and licenses applicable to this Contract and to the Work to be done under the same including, but not limited to, labor employed thereon, materials supplied, obstructing streets and highways, maintaining signals, storing, handling and use of explosives and all other general ordinances and state statutes affecting him or his employees or his work.
- C. The Contractor's attention is directed to all phases of the Work wherein the authority for permits or licenses is vested in private companies, corporations or in federal, state, county or municipal agencies. He shall familiarize himself with the procedure in securing such permits or licenses and approvals as are necessary, accept full responsibility for obtaining same, and comply with the stipulations contained therein. Unless otherwise specified, the Contractor is required to pay the cost and expense of securing the permits and licenses and all other costs connected therewith. The Contractor will not be required to pay for permits issued by the Owner, or his agents. The Owner will cooperate with the Contractor to the extent reasonably required to facilitate obtaining permits and approvals.
- D. If the Contractor observes that any of the Contract Documents are at variance with any laws, regulations, ordinances, or permit conditions, in any respect, he shall promptly notify the Engineer in writing. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, without such notice to the Engineer, he shall assume full responsibility therefore and shall bear all cost attributable thereto.
- E. Whenever the Contractor is required by State, Federal, local, or municipal laws, ordinances, rules or regulations, pertaining to the Work to be done under this Contract, or to secure any permits or licenses to carry on any operations or operations in connection with the performance of this Contract, the Contractor shall be solely liable for all suits, actions, costs and damages of every kind and

description resulting or which may result, directly or indirectly, from any such operation or operations, and shall indemnify and save harmless the Owner and the Engineer from any and all suits, actions, costs, and damages of every kind and description arising or which may arise, directly or indirectly, from the said operation or operations

- F. If the Contract contains any unlawful provisions not an essential part of the general structure of the Contract and which shall not appear to have been a controlling or material inducement in the making thereof, the same shall be deemed of no effect and shall be deemed stricken from the Contract without affecting the binding force of the remainder.

G39. EQUIPMENT OPERATING AND MAINTENANCE INSTRUCTIONS

- A. Before receiving payment beyond seventy-five (75%) percent of the amended Contract Amount, the Contractor shall have submitted and obtained the Engineer's approval of the Final Equipment Operation and Maintenance Manual. Each Manual shall be prepared specially for this installation and shall include all approved shop drawings, all pertinent and legible instructions, technical bulletins and other printed matter required to provide fully accurate and comprehensive information for the safe and proper operation, maintenance and repair of the equipment item. It shall include, but not be limited to the following:
- (1) Catalogs, diagrams, schematics, drawings, instruction bulletins and manuals marked by underlining, checking, the use of arrows or the obliteration or removal of extraneous data, so as to pertain only to the specific equipment item for which the manual is supplied.
 - (2) Complete electrical schematics and wiring diagrams. Complete wiring between terminal points must be shown.
 - (3) Drawings, diagrams and illustrations shall be of original quality and clearly legible.
 - (4) Reference to features and elements of equipment, such as operational limits to time, speed, pressure, temperature, etc., shall be clear, complete and compatible with authoritative published engineering reference documents. Torque ratings shall be given for all bolted connections. All functional components, electrical systems, equipment, etc., shall be shown on diagrams and discussed in the test so as to identify their proper system relationship. Operation, service, troubleshooting, checkout and in-line and bench repair procedures, identifying specific system characteristics of the equipment shall be provided. Detailed start-up and shutdown procedures

shall be included as a separate section for each piece of equipment or system.

- (5) Recommended procedures and frequencies for preventive maintenance such as inspections, adjustment, lubrication, calibration and cleaning shall be provided including pre-startup checklist and long term shutdown maintenance.
- (6) Equipment parts shall be identified by manufacturer's part number and location with relation to other components of the equipment. Complete parts lists shall be included, which indicate the part number, its description, applicable serial and model numbers, current unit prices and the name, address and telephone number of the nearest equipment manufacturer's representative and nearest service and spare parts warehouse. Recommendations as to spare parts and spares inventory levels shall be made. Lead time and shelf life values and preservation, packaging and labeling methods shall be recommended.

B. Each Operation and Maintenance Manual shall be bound in a durable, permanent, stiff cover binder of one (more if required) volume with a complete index of the Manual's contents. Applicable equipment item numbers, as shown in the Contract Documents shall be prominently included at their appropriate location in the index. The title of the Manual shall be securely affixed to the binder in two places: the front cover and the binder back edge. The title shall identify the Project by Capital Fund number and name and state that it is an Equipment Operation & Maintenance Manual.

- (1) Covers shall permit easy removal of pages and shall be of the three post, metal hinged, self-expanding type and shall not be overfilled. Covers shall be oil, moisture and wear resistant approximately 9 by 12 inches in size.
- (2) Page size shall be 8½ by 11-inches.

Drawings, diagrams and illustrations shall be attached foldouts up to 11 x 17 inches in size; larger sizes shall be inserted in attached clear plastic envelopes marked as to contents.

C. The Contractor's submittal to the Architect/Engineer for approval shall consist of three (3) complete sets and one (1) .PDF of each Operation and Maintenance Manual and three (3) copies of an itemized listing providing cross reference identification between the Specification Sections of the Contract Documents, the approved Shop Drawings, and the Operations and Maintenance Manual submittal. If the Manuals and/or itemized listings are considered inadequate, inaccurate or lacking essential information, they will be returned to the Contractor stamped "Disapproved". All discrepancies will be noted and the Contractor shall rectify all unapproved submittals by replacing submitted portions or adding additional data, as

required, to the Manual. The Manual's index of contents and the itemized, cross referenced listing shall be revised to reflect all revisions or additions made. Then three (3) copies of the entire package shall be resubmitted to the Engineer for approval.

- D. Upon approval of the Final Equipment Operation and Maintenance Manual by the Architect/Engineer, the Contractor can request payment beyond seventy-five (75%) of the Contract Amount. The Architect/Engineer shall forward the three (3) approved Manuals and the itemized listings to the County/Owner for distribution.

G40. SURVEY, STAKEOUT AND MONUMENTS

- A. The Contractor will stake out the work and will set necessary grade and stakes and the Contractor is required to preserve all stakes, bench marks, set or established.
- B. All base lines and all bench marks for grades will be established by the Contractor. The Contractor shall, with his own forces, obtain working or construction lines or grades as needed and in accordance with the base measurements, and subject to the check and review of the Owner. The Engineer is not responsible for errors of the Contractor.
- C. During the course of construction, the Owner reserves the right to revise the alignment and/or grades shown on the drawings. The Contractor shall make such changes directed by the Owner.
- D. All property lines and survey monuments which may be disturbed during construction shall be properly tied to fixed points before being disturbed, and properly re-set by the Contractor upon the completion of the work as directed by the Engineer.

G41. PROTECTION OF PROPERTY

- A. It is the intent of this specification that the Contractor protect any and all public and private property including all existing vegetation. The Contractor shall use every precaution necessary and perform the work as specified, in a manner approved by the Engineer, to prevent damage, injury, pollution or destruction.
- B. The Contractor shall use all precaution necessary to prevent damage to public and private facilities. In case of failure on the part of the Contractor to restore damaged property, the Owner may, upon forty-eight (48) hours written notice to the Contractor, proceed to have the necessary repairs, rebuilding or restoration work performed, and the cost thereof may be deducted from any monies due the Contractor under this Contract.

- C. As soon as subsurface Work is completed, the Contractor shall fulfill his contractual obligations and reinstate properties to their original conditions to the satisfaction of the Owner.
- D. The Contractor shall take all necessary precautions and shall furnish equipment if required to handle any water, sewage, storm, seepage, surface and flood flows which may be encountered at any time during construction of the work and he shall assume all costs connected therewith.

G42. FINAL CLEANUP

- A. All work shall be neatly cleaned up upon completion according to the Engineer's directions, and be left in a neat and orderly condition.
- B. Any salvaged material not specified to be disposed of otherwise, shall become the property of the Contractor and removed from the site.
- C. All areas damaged by the Contractor's operations shall be restored to their pre-construction condition.

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EXHIBIT A

INSTRUCTION TO BIDDERS AND GENERAL SPECIFICATIONS TO BE COMPLIED WITH WHERE APPLICABLE

1. Elements of Interpretation

As used throughout the Contract:

- A. Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa. Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons, and shall include successors and assigns.
- B. Capitalized terms used, but not otherwise defined herein, shall have the meanings assigned to them in the Contract.

2. Definitions

- A. **Bid.** 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.
- B. **Bidder.** 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 Bid Solicitation. In case of negotiated Contracts, "Bidder" shall refer to the "Contractor."
- C. **Bid Documents.** Writings by the County setting forth the scope, terms, conditions and Technical Specifications for a procurement of Product. Such writings may typically include, but are not limited to: Instruction to Bidders, Suffolk County Legislative Requirements, Technical Specifications, Bid Form, Listing of Names and Addresses, addenda or amendments thereto, Bid, and terms and conditions which are incorporated by reference.
- D. **Bid Form.** The approved form on which the County requires formal bid to be prepared and submitted for the Work.
- E. **Cash Discount.** Incentive offered by a seller to a buyer for settling the invoice immediately on delivery or in a period substantially shorter than the conventional period in that industry or market.
- F. **Class Bid.** Bids that encompass more than one item that share common attributes or traits.
- G. **Commissioner.** Commissioner of the Suffolk County Department of Public Works, or his authorized representative.
- H. **Contract.** The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the legal obligation between the parties as determined by applicable rules of law.
- I. **Contractor.** Any successful Bidder(s) to whom a Contract is awarded by the Commissioner, its officers, officials, employees, agents, servants, sub-contractors and any successor or assign of any one or more of the foregoing performing the Services..
- J. **County.** The County of Suffolk, its departments, agents, servants, officials, and employees.
- K. **Department.** The Suffolk County Department of Public Works.
- L. **Material Breach.** Failure, without legal excuse, to perform a duty or obligation under the contract that is so substantial that it defeats the purpose of the Contract.
- M. **Product.** A deliverable under any bid or Contract which may include commodities and services.
- N. **Purchase Order.** The form or format that is used when making a purchase.
- O. **Responsible Bidder.** A bidder that is determined to have financial and organizational capacity, legal authority, satisfactory previous performance, skill judgment and integrity, and that is found to be competent, reliable and experienced, as determined by the Commissioner.
- P. **Responsive Bidder.** A Bidder meeting the Technical Specifications or requirements prescribed in the Bid Documents or solicitation, as determined by the Commissioner.

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- Q. Site.** The location where Product will be executed or delivered.
- R. Technical Specifications.** A written description by the County setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a Product, and description of the work to be performed, Products to be provided.
- S. Trade Discount.** Amount or rate by which the catalog, list, or retail price of an item is reduced when sold to a reseller. It is the reseller's profit margin and usually varies directly with quantity of the item purchased.
- T. User Department.** Any Department, agency, or other entity authorized to procure Products under County Contracts.

3. Bid Submission

- A.** All bids shall be submitted on Bid Forms attached, sealed in an envelope and identified with the Bid opening date and time, and the Letting Number. All Bids shall be delivered no later than the Bid opening date, to Suffolk County Department of Public Works, Yaphank Avenue, Yaphank, NY 11980. Bidders are solely responsible for timely delivery of their Bids.
- B.** Each bidder shall, by careful examination of the site and/or building and by such other means as he may prefer, satisfy himself as to the extent and character of the work to be performed and materials to be furnished, the character of the equipment and facilities needed during the prosecution of the work, and all other matters which in any way affect the work specified herein and hereby waives all rights for subsequent claims for additional costs for difficulties encountered which could have been foreseen by such examination. No representation is made that surface, subsurface or overhead conditions at the site are completely shown in the Plans and Specifications.
- C.** Bids must be completed and legible. All Bids must be signed in ink. All information required by the Technical Specifications must be supplied by the Bidder on the Bid form. No alteration, erasures or additions are to be made to the Technical Specifications. Changes may be ignored by the County or may be grounds for rejection of the Bid. Changes, corrections and/or use of white-out in the Bid must be initialed by an authorized representative of the Bidder.
- D.** If the Bid is made by a partnership or corporation, the name and address of the partnership or corporation shall be indicated, together with the names and addresses of the partners or officers. If the Bid is made by a partnership, it shall be acknowledged by one of the partners; if made by a corporation, by the President.
- E.** Bids which are incomplete, conditional or obscure may be rejected as non-responsive.
- F.** Bidders are cautioned to verify their bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the County after the time specified for the Bid opening may not be considered.
- G.** The Bidder, in submitting his bid, specifically agrees that the Notice to Bidders published in conjunction with this Letting and the Bid Documents shall all form part of the Contract between the Bidder and the County of Suffolk.
- H.** 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 shall not be considered by the Commissioner 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 shall 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.
- I.** In all Bid Documents, the words "or equal" are understood to appear after each Product. Any deviations from specifications or the indicated brand shall be clearly stated on the Bid form and fully explained by accompanying circulars, specification sheets or samples submitted with the Bid. The Commissioner's decision as to acceptance of a commodity as an equal shall be final. If Bidder does not identify an exception to a specified brand, the Bid will be construed as providing the identical commodity described in the Technical Specifications and Bidder will be required to deliver the brand specified.
- J.** Bids shall be extended and totaled where required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Bidders may bid on any or all items.
- K.** Suffolk County reserves the right to award this bid to single or multiple vendors, in whole or in part, by item, by class, by category or to establish primary/secondary contracts or to make no award, whichever the County deems to be in its best interest.
- L.** Delivery time frame must be specified. Use of the term "ASAP" may void your Bid.

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- M.** All prices must be bid on the basis of F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated in the Bid Documents.
- N.** Prices must be net, including transportation, delivery, and other charges, fully prepaid by Contractor to the destination(s) indicated in the Bid Documents.
- O.** The quantity shown for the Product is an estimate of the needs of the User Department. The Bidder, in submitting a Bid, agrees that the County may purchase any quantity over or under the quantity shown at the unit price bid, or may not purchase at all.
- P.** Cash Discounts will not be a factor in determining awards unless otherwise indicated by the County. Trade Discounts may be a factor in determining the award.
- Q.** 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 shall be immediately reduced to the lower price.
- R.** The successful Bidder agrees to comply with all laws promulgated and publically accessible codes, rules, regulations and standards which govern and have jurisdiction at the time the Product is provided. If the Contractor performs any work contrary to applicable laws, codes, rules, regulations, and/or standards, he shall bear all costs and liability arising therefrom.
- S.** If any portion of the work being Bid is subject to the prevailing wage rate provisions of the Labor Law, a copy of the applicable prevailing wage rates to be paid or provided are deemed part of the Bid Documents. If a copy of the applicable rates are not annexed to the Bid Documents, the information will be furnished to the Bidder immediately upon receipt of a request for same.
- T.** Pursuant to Section 220 of NYS Labor Law, no laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or any part of the Work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in the emergencies set forth in the Labor Law.
- U.** Bidders shall supply three (3) parts books, three (3) service repair manuals, and three (3) operator's manuals with each unit, where applicable.
- V.** Bids on equipment must be on standard new equipment, latest model and in current production. Where any part of nominal appurtenance of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
- W.** The successful Bidder will provide the location of the authorized repair shop at which location the equipment will be serviced under a Guarantee and Warranty Maintenance Agreement.
- X.** The County is not liable for any costs incurred by a Bidder or Contractor in the preparation and production of a bid, or for any work performed prior to Contract execution.

4. Samples & Shop Drawing

- A.** The Commissioner reserves the right to request from Bidder/Contractor representative sample(s) or shop drawing(s) of Product(s) offered, at any time. Unless otherwise instructed, the sample(s) shall be furnished within ten (10) days of the request.
- B.** Requested samples and/or drawings shall be delivered free of charge. Samples shall be removed by the Bidder, at Bidder's expense, upon request of the Commissioner. The County will not be responsible for samples which are destroyed, damaged, consumed or rendered useless by testing or examination. If samples are not removed within thirty (30) days after written notice to Bidder/Contractor, they shall be considered as abandoned and the County shall have the right to dispose of them as its own property.
- C.** If in the judgment of the Commissioner, a sample is not submitted as requested or if the sample is not in accordance with the requirements stated in the Technical Specifications and the Bid Documents the Commissioner may reject the bid; or, if an award has been made, cancel the Contract at the expense of the Contractor.
- D.** When an accepted sample exceeds the minimum Technical Specifications, all Products delivered will be of same quality and identity as the sample.
- E.** Samples may be held by the Commissioner during the entire term of the Contract for comparison with deliveries.

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5. Withdrawal of Bids

- A. Any bid may be withdrawn by the Bidder prior to the scheduled time for the receipt of bids or authorized postponement thereof provided the Bidder's written request for withdrawal is delivered to the Commissioner before the Bids are opened. A Bid which has been withdrawn will be returned to the Bidder unopened at the time of the opening of the other bids.

6. Opening of Bids

- A. The time scheduled for the receipt of Bids shall be in accordance with the Notice to Bidders. All Bids formally received will be opened and read aloud. The results will be made public. Until the actual award and execution of a Contract, the County reserves all its rights with respect to the rejection of bids.
- B. Late Bids will not be considered.

7. Bid Evaluation

- A. Prior to award the Commissioner may conduct investigations as to whether or not the Products, qualifications, or facilities offered by the Bidder meet the requirements set forth in the bid document and Technical Specifications, and are ample and sufficient to insure the proper performance of the Contract in the event of award. Upon the request of the Commissioner, the Bidder shall provide evidence of experience, ability and financial standing, as well as a statement as to plant, machinery, and capacity of the manufacturer for the production and distribution of the Product which is the subject of the bid. Notwithstanding the forgoing, the Commissioner shall not be obligated to conduct any investigations before an award. It is further understood that no such investigations shall relieve a Contractor from fulfilling all requirements and conditions of the Contract.
- B. **Local Preference:** Section A4-14 of the Suffolk County Administrative Code establishes a local preference program for Suffolk County Contractors. This preference program allows the County the option of awarding Contracts to Bidders other than the lowest Responsible Bidder. Copies of Section A4-14 of the Suffolk County Administrative Code may be obtained at the Yaphank offices of the Department of Public Works or viewed on the Suffolk County web site at <http://legis.suffolkcountyny.gov/>. Click on “**Search the Laws of Suffolk County.**”
- C. The Commissioner reserves the right to accept or reject any and all Bids, or separable portions of offers, to make awards by items, groups, classes of items, and to waive technicalities, irregularities, and omissions if the Commissioner determines the best interests of the County will be served. The Commissioner, in his sole discretion, may accept or reject illegible, incomplete or vague Bids and his decision shall be final.
- D. **Disqualification for Past Performance/ Findings of Non-Responsibility**

Bidder may be disqualified from receiving awards if Bidder has previously failed to perform satisfactorily in connection with public Bidding or Contracts or is deemed a Non Responsive Bidder under Sections 189-5 through 189-9 of the Suffolk County Code.
- E. Any language in any proposal or document submitted by a Bidder as part of their bid that is accepted by the County cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any warranties or the specifications of the commodity of service required by this Bid. If there is any conflict between the Bid and the terms and conditions of Bid Documents, the terms and conditions of the Bid documents shall govern.

8. Substantially Equivalent Bids

- A. When two or more low Bids are substantially equivalent Bids as to pricing or other factors, the decision of the Commissioner to award a Contract to one or more of such Bidders shall be final.

9. Contract Award

- A. Subject to the County's Local Preference Program, Contracts shall be awarded to the lowest Responsible Bidder.
- B. Subject to and upon compliance with any prerequisites set forth in the Technical Specifications, a Contract shall be deemed executed and created with the successful Bidder(s), upon the Commissioner's mailing or electronic communication to the address on the Bid/Contract of: (i) a final Contract Award Notice; (ii) a fully executed Contract; or (iii) a Purchase Order authorized by the Commissioner.
- C. Unless otherwise authorized in writing by the Commissioner, no Product is to be delivered or furnished by Contractor until transmittal of an official Purchase Order.
- D. The Contract is subject to the amount of funds appropriated, and no liability shall be incurred by the County beyond the amount of funds appropriated for the Product(s).

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10. Termination

A. For Cause: The Commissioner may immediately terminate: (i) for a material breach that remains uncured for more than thirty (30) days or other specified period after written notice to the Contractor; (ii) where, the Commissioner determines that Contractor becomes unable or incapable of performing, or meeting any requirements or qualification set forth in the Contract, which determination shall be conclusive; (iii) for nonperformance; or (iv) Contractor is found guilty after a trial or a plea of guilty to an offense covered under the provisions of Sections 143-5 of the Suffolk County Code. Such termination shall be upon written notice to the Contractor.

(i) The County shall be released from any and all liability under the Contract, effective as of the date of the termination notice.

(ii) Nothing contained in this paragraph shall be construed as a limitation on the County's legal or equitable remedies, or other rights available to it.

B. For Convenience:

i) The Commissioner shall have the right to terminate the Contract for convenience, at any time, without penalty or other early termination charges due; provided, however, that no such termination shall be effective unless the Contractor is given at least thirty (30) days written notice. If the Contract is terminated pursuant to this subdivision, the County shall remain liable for all accrued but unpaid charges incurred through the date of termination. Contractor shall use due diligence and provide any outstanding deliveries.

ii) The placement of a Purchasing Order may be terminated by the Commissioner for convenience upon five (5) days written notice.

11. Duties Upon Breach

A. 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 Commissioner.

B. Upon failure of the Contractor to deliver within the time specified, or failure to make immediate replacement of rejected Product(s) when so requested, the Commissioner may purchase from other sources to replace the Product(s) rejected or not delivered. On all such purchases the Contractor agrees to reimburse the County promptly for costs in excess of the new purchase cost plus the re-letting cost and any other additional costs or expenses incurred in acquiring the acceptable Products. Should the new cost be less than the Contract price, the Contractor shall have no claim to the difference. Should the new purchase price exceed the Contract price by twenty percent (20%) or more, the County agrees to waive its claim to the re-letting cost; if the new purchase price is less than twenty percent (20%) of the Contract price, the County shall charge the related cost in an amount not exceeding twenty percent (20%) of the order price of the items rejected or not delivered.

C. Sums due as a result of these remedies may be deducted or offset by the Commissioner 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 County the amount of such claim or portion of the claim still outstanding, on demand. Submission of a voucher and payment thereof by the County shall not preclude the County from demanding a price adjustment in any case where the Product delivered is later found to deviate from the specifications and proposal. Should the amount withheld be finally paid a Cash Discount originally offered may be taken by the County as if no delay in payment had occurred.

D. Any delivery made which does not meet the requirements of the Bid Document may be rejected or accepted on an adjusted price basis as determined by the County.

E. It is understood and agreed that all rights and remedies afforded above are in addition to all remedies or actions otherwise authorized or permitted by law.

12. Limitation of Action

No action for any cause whatsoever arising out of this Contract shall be maintained against the County of Suffolk by the Contractor, or anyone claiming under the Contractor, unless such action shall be commenced within six (6) months: (a) after expiration of this Contract; (b) after the date of written notice to the Contractor from the County of complete rejection or withheld acceptance of a delivery; or (3) after the date of written notice to the Contractor from the County of a deduction from the agreed price on a Purchase Order, whichever of the above events shall be the latest in time.

13. Indemnification and Defense

A. The Contractor shall protect, indemnify and hold harmless the County, its officers, officials, employees, Contractors, agents, servants and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, caused by the acts or omissions or the negligence of the Contractor incurred by the County, its officers, officials, employees, Contractors, agents, servants and other persons in any action or proceeding arising out of or in connection with the Contract

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- B. The Contractor hereby represents and warrants that it will not infringe upon any copyright, trademark or patent in performing the requirements under this Contract. The Contractor agrees that it shall protect, indemnify, and hold harmless the County, its officers, officials, employees, Contractors, agents and servants from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, suits or actions, costs, and expenses arising out of any claim asserted for infringement of copyright, trademark or patent including reimbursement of the cost of reasonable attorneys' fees incurred by the County, its officers, officials, employees, contractors, agents, servants in any action or proceeding arising out of or in connection with any claim asserted for infringement of copyright, trademark or patent due to the Contractor's actions in carrying out its duties under this Contract.
- C. The Contractor shall defend the County its officers, officials, employees, contractors, agents and other persons in any proceeding or action, including appeals, arising out, in connection with, the Contract, and any copyright infringement proceeding or action. At the County's option, the County may defend any such proceeding or action and require the Contractor to pay reasonable attorney's fees for the defense of any such suit.

14. Insurance

- A. The Contractor and his subcontractors shall not commence work under this Contract until all the required insurance has been obtained and such insurance has been approved by the County. Approval of the insurance by County shall not relieve or decrease the liability of the Contractor. The Contractor shall assume all responsibility for the insurance requirements of all subcontractors. All insurance requirements apply equally to subcontractors. All insurance shall be obtained from companies licensed to do business in the State of New York. All policies providing coverage shall be issued with an A.M. Best rating of A- or better.
- B. The Contractor shall furnish to the County Declaration Pages for each such policy of insurance, and, upon request, a true and certified original copy of each such policy, evidencing compliance with the insurance requirements. The County of Suffolk shall be named as an additional insured on all applicable policies and Contractor shall furnish a Declaration Page and endorsement page evidencing the County's status as an additional insured on said policy.
- C. All such Declaration Pages and other evidence of insurance shall provide for the County of Suffolk to be notified in writing thirty (30) days prior to any cancellation, nonrenewal, or material change in said policies. Such Declaration Pages, policies, and other evidence of insurance shall be mailed to the Department at its address set forth in the paragraph entitled "Notices and Contact Persons", or at such other address of which the County shall have given the Contractor notice in writing. Any correspondence shall specifically refer to the Project covered under the Contract.
- D. If the Contractor fails to provide the declaration pages or certificates of insurance or to maintain any insurance required by this Agreement, the Owner may, but shall not be required to, withhold payment until such time that certificates/policies are submitted stating that all applicable insurances are in effect, or may obtain such policies and deduct the cost thereof from payments due the Contractor under this Agreement or any other agreement between the County and the Contractor.
- E. Upon failure of the Contractor to furnish, deliver, and maintain such insurances as herein provided, this Agreement, at the election of the County, may be forthwith suspended, discontinued, or terminated. Failure of the contractor to take out and/or maintain and the taking out and/or maintenance of any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the contractor concerning indemnification. In that event of suspension of work, no extension of time to complete the Work shall be granted.
- F. The Contractor agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable attorneys' fees, arising out of the acts or omissions or the negligence of the Contractor in connection with the services described or referred to in this Agreement. The Contractor shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable attorney's fees for defense of any such suit arising out of the acts or omissions or negligence of the Contractor, its officers, officials, employees, subcontractors or agents, if any, in connection with the services described or referred to in this Agreement.
- G. The Contractor shall procure, pay the entire premium for, and maintain throughout the term of this Agreement, insurance in amounts and types specified by the County. The Contractor agrees to require that all of its subcontractors, in connection with work performed for the Contractor related to this Agreement, procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types equal to that specified by the County for the Contractor. Unless otherwise specified by the County and agreed to by the Contractor, in writing, such insurance will be as follows:

1. Workers Compensation Insurance

Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and **Disability Benefits** insurance, if required by law. Contractor shall furnish to the County, prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§ 57 and 220 of the Workers' Compensation Law. In accordance with General Municipal Law § 108, this Agreement shall be void and

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of no effect unless the Contractor shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. General Liability Insurance

a. Commercial General Liability Insurance, including contractual liability coverage in and amount not less than two million dollars (\$2,000,000) per occurrence for bodily injury and two million dollars (\$2,000,000) per occurrence for property damage.

Completed Operations Coverage which shall continue for a minimum of two (2) years after completion of the Contract.

b. In addition, for contracts that exceed \$5,000,000 the Contractor will furnish one million dollars (\$1,000,000) Owner's and Contractor's Protective Liability Insurance in the name of and covering the liability of the County of Suffolk with respect to all work performed under this Contract, including omissions or errors of the County, combined single limit of one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.

c. At the Contractor's option, the Contractor may furnish a minimum one million dollar (\$1,000,000) Umbrella Policy or Excess Liability Policy to meet the two million dollar (\$2,000,000) General Liability Insurance requirement of Item No. 2a.

3. Automobile Liability Insurance

a. If any vehicles are used for construction by the Contractor in the performance of this Agreement including owned, non-owned, and hired cars, with minimum limits of not less than One Million Dollars (\$1,000,000) per person, per accident bodily injury and not less than Five Hundred Thousand Dollars (\$500,000) for property damage per occurrence.

b. If any vehicles are used for services other than construction by the Contractor in the performance of this Agreement including owned, non-owned, and hired cars, with minimum limits of not less than Five Hundred Thousand Dollars (\$500,000) per person, per accident bodily injury and not less than One Hundred Thousand Dollars (\$100,000) for property damage per occurrence.

4. Pollution Liability

a. If the work involves abatement, removal, repair, replacement, enclosure, encapsulation, and/or disposal of any hazardous material or substance, as defined by applicable State and federal laws and regulations, the Contractor shall maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$2,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the County arising from Contractor's work. Suffolk County shall be named as additional insured and this shall be primary.

b. If automobiles are to be used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

5. All Builders Risk and Flood Insurance (when required)

a. The coverage limits are as follow:

- (1) 100% of contract value for Projects with completion dates 1 year or less.
- (2) 105% of contract value for Projects with completion dates of more than 1 year but less than 2 years.
- (3) 110% of contract value for Projects with completion dates of more than 2 years but less than 3 years.
- (4) 115% of contract value for Projects with completion dates of 3 years or more.

Note: For projects accepted in clear and distant phases, the coverage amounts may be modified accordingly.

b. The County of Suffolk must be named loss payee.

6. Installation Floater (when required)

a. The coverage limits are as follow:

- (1) 100% of contract value for Projects with completion dates 1 year or less.
- (2) 105% of contract value for Projects with completion dates of more than 1 year but less than 2 years.
- (3) 110% of contract value for Projects with completion dates of more than 2 years but less than 3 years.
- (4) 115% of contract value for Projects with completion dates of 3 years or more

Note: For projects accepted in clear and distant phases, the coverage amounts may be modified accordingly.

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b. The County of Suffolk must be named as Loss Payee.

7. Insurance Coverage for Work on Railroad Property

a. Work within railroad property lines or areas subject to Railroad Utility jurisdiction shall be covered by special insurance provisions established by the railroad companies involved in the Project, which provisions shall be ascertained from the Railroad Utility.

INSURANCE TO BE FURNISHED BY THE CONTRACTOR FOR WORK WITHIN THE RAILROAD RIGHT-OF-WAY

b. In addition to the Indemnification and Hold Harmless Agreement and insurance requirements previously provided for, the contractor shall procure, pay the entire premium for and maintain in force throughout the life of this contract policies of insurance for:

8. Railroad Protective Liability Insurance (ISO-SIMA or equivalent form

a. Covering the work to be performed at the designated job site and affording protection for damages arising out of bodily injuries or death, injury to or destruction of property, including damage to the insured's own property and conforming to the following:

b. The Long Island Railroad Company and Metropolitan Transportation Authority are the named insured's.

c. Liability limit shall be \$2,000,000 each occurrence. *

d. Physical Damage definition 6 of the policy form must be amended to mean direct and accidental loss of or damage to all properties of the insured including property in the insured's care, custody or control.

e. Full name and address of the contractor purchasing the insurance must be stated.

f. The insured shall be indicated as the governmental authority for which the work shall be performed.

g. The use of any equivalent form to ISO-RIMA must provide equal or superior coverage as determined solely by the LIRR Insurance Department.

h. *If policy is subject to an aggregate limit, replacement insurance will be required if it is likely such aggregate will be exceeded.

9. Comprehensive General Liability Insurance

a. Covering the work to be performed and also including coverage for contractual liability, independent contractors, completed operations liability, explosion, collapse and underground hazard. Contractual liability exclusion applicable to work to be performed within 50 feet of the Railroad tracks must be voided. Minimum combined single limit shall be \$2,000,000 for bodily injury and property damage.

10. Workmen's Compensation and Employer's Liability Insurance

a. Covering all employees of each contractor and/or subcontractor in accordance with New York State Worker's Compensation and Employer's Liability Law.

b. The contractor shall furnish to the Railroad the original policy for Railroad Protective Liability Insurance (American Association State Highway Organization Form) and certificate(s) of insurance for Comprehensive General Liability and Worker's Compensation and Employer's Liability insurance containing a statement providing that thirty days advance notification shall be given to the Railroad of cancellation, non-renewal or material change of the policy. Copies of all the above shall also be furnished to the County. Certificate(s) of insurance shall name the Railroad and County as additional insured's.

11. Insurance Coverage for Work Activity on Water (in addition to standard General/Excess Liability, Auto and Worker's Compensation)

a. If any work to be performed under this agreement involves activity on/above waters requiring compliance under the provisions of the Jones Act (JA) and/or the United States Longshoreman's and Harbor Worker's Act (USL&H) and/or vessels requiring Marine Protection and Indemnity Insurance (Marine P&I) (in an amount not less than one million dollars (\$1,000,000) for any one accident or occurrence), or Jones Act (JA) compliance, the contractor shall furnish evidence of insurance complying with said requirement.

(1) The County of Suffolk must be named as additional insured.

(2) In the event that any work is subcontracted, the contractor shall require (and show proof thereof) that his/her subcontractor provide this insurance.

b. Specific Requirements

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(1) Painting and Rehabilitation of Bridges over Water projects:

- (1.1) If a contractor is to perform work on bridge using a scaffold hanging from bridge over the water, USL&H insurance is required.
- (1.2) If a contractor is to perform work on bridge from a vessel (i.e.: boat, barge, etc.) in the water, JA and Marine P&I insurance is required
- (1.3) If a contractor is to perform work on bridge from the water, if shallow enough, by entering the water using waders, USL&H insurance is required.

(2) Bulkheading and Shoreline Protection Projects:

- (2.1) If a contractor is to perform work from a vessel in the water, JA & Marine P&I insurance is required.
- (2.2) If a contractor is to perform work with all equipment on land, USL&H insurance is required.

(3) Dredging Projects:

- (3.1) If a contractor is to perform work from a vessel in the water using either hydraulic or mechanical equipment, JA and Marine P&I insurance is required.
- (3.2) If a contractor is to perform work from land using mechanical equipment (i.e.: crane), USL&H insurance is required.

(4) Dredging Equipment Projects:

- (4.1) If a contractor is to perform work using equipment on shoreline and vessel in the water, USL&H and JA insurance is required.

- H. The Contractor assumes responsibility for all injury to or destruction of or loss by theft or pilferage of the Contractor's materials, tools, machinery, equipment, appliances, shoring, scaffolding, false and form work and personal property of his employees, from whatever cause.
- I. If, at any time, the Contractor's Surety or Sureties, or the carriers of the insurance herein specified to be written, become insolvent or, in a reasonable judgment of the County, become unsafe or unsound, then upon five (5) days written notice from the County to the Contractor, the Contractor shall substitute such Surety or insurance carrier with such other Surety or carrier, as shall be satisfactory to the County. Any additional premium caused by such substitution shall be paid for by the Contractor.

15. Delivery

- A. No Products are to be shipped or delivered until receipt of an official Purchase Order from the Commissioner.
- B. Delivery must be made between the hours of 9:00 a.m. and 3:30 p.m. as ordered and in accordance with the terms of the Contract unless otherwise indicated in the Bid Documents. Deliveries should be coordinated with the User Department.
- C. Delivery time shall be computed in calendar days from the order mailing date on the Purchase Order.
- D. Burden of proof of delay in receipt of Purchase Order shall rest with the Contractor. Any extension of time of delivery must be requested in writing by the Contractor and approved by the User Department.
- E. Products shall be securely and properly packed for shipment, storage and stocking in shipping containers and according to accepted commercial practice, without extra charge for packing cases, bailing, or sacks. The container shall remain the property of the County unless otherwise specifically agreed to in the Contract.
- F. The Contractor shall be responsible for delivery of Products in good condition to point of destination. Products delivered to the User Department shall be the property and sole responsibility of the Contractor until such time the County accepts same.
- G. Deliveries are subject to re-weighing at destination by the County and where applicable payment will be made on the basis of the net weight of Products delivered. Normal shrinkage may be allowed in accordance with trade practice.
- H. Deliveries of incorrect or faulty Products will be rejected and returned to sender at Contractor's expense.
- I. The County may withhold acceptance of, or reject any goods which are found upon examination, not to meet the specified requirements. Upon written notification of rejection, goods shall be removed by the Contractor within ten (10) days of the notification. Rejected goods

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left longer than thirty (30) days will be regarded as abandoned and the County shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice of rejection need be given: upon verbal notice to do so, the Vendor shall immediately remove and replace rejected merchandise.

- J. Inspections shall be made at the point of delivery unless otherwise specified. Any food, drug or other perishable Product which is found to be unwholesome or otherwise unfit for human consumption or use shall not be removed by the Contractor until it is examined by the Department of Health. If condemned, such Products shall be disposed of as provided by law.
- K. All Products which are customarily labeled or identified must have securely affixed thereto the original unmutilated label or marking of the manufacturer.
- L. Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the User Department until the Products have been received, inspected and accepted by the receiving entity. Mere acknowledgment by User Department personnel of the delivery or receipt of goods shall not be deemed or construed as acceptance of the Products received.
- M. The decision of the Commissioner as to compliance with delivery terms shall be final.

16. Payment

- A. **Presentation of Suffolk County Payment Voucher** - In order for payment to be made by the County to the Contractor, the Contractor shall prepare and present a Suffolk County Payment Voucher or certified invoice, which shall be documented by sufficient, competent and evidential matter.
- B. **Voucher Documentation** - The Suffolk County Payment Voucher or certified invoice shall set forth complete and accurate billing invoice information, in accordance with the Contract. All Suffolk County Payment Vouchers or certified invoices must be signed in ink by duly authorized persons.
- C. **Payment by County** - Payment by the County shall be made within thirty (30) days after approval of the Suffolk County Payment Voucher by the Comptroller of the County of Suffolk.
- D. **Final Voucher** - The acceptance by the Contractor of payment of all billings made on the final approved Suffolk County Payment Voucher shall operate as and shall be a release of the County from all claims by the Contractor.

17. Taxes

Unless otherwise specified in the Bid Documents, purchases made by the County of Suffolk are exempt from State or local sales taxes and, with certain exceptions, Federal excise taxes. To satisfy the requirements of the New York State sales tax exemption, either the Purchase Order issued by the Commissioner or the voucher forwarded to authorize payment for the Products, will be sufficient evidence that the sale by a Contractor was made to the County of Suffolk, an exempt organization under section 1116 (a) (1) of the Tax Law. No person, firm or corporation is, however, exempt from paying Unemployment Insurance or the Federal Social Security taxes.

18. Audit

- A. All payments made under the Contract are subject to audit by the Comptroller pursuant to Article V of the Suffolk County Charter. The Contractor further agrees that the Comptroller and Department shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transactions or other records relating to this Contract. The Contractor failure to cooperate in any Audit shall constitute a material default.
- B. If such an audit discloses overpayments by the County to the Contractor, within thirty (30) days after the issuance of an official audit report by the Comptroller or his duly designated representatives, the Contractor shall repay the amount of such overpayment by check to the order of the Suffolk County Treasurer or shall submit a proposed plan of repayment to the Comptroller. If there is no response or if satisfactory repayments are not made, the County may recoup overpayments from any amounts due or becoming due to the Consultant from the County under the Contract or otherwise.
- C. The provisions of this subparagraph shall survive the expiration or termination of the Contract and shall be in addition to any rights of the County set forth in the Contract.

19. Guarantees By Contractor

- A. In the event of an installation, Contractor hereby guarantees to pay for all permits, licenses, and fees and give all notices and comply with all applicable laws, ordinances, rules and regulations.

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- B.** Contractor hereby guarantees that unless specified in the Bid, the Products offered new, latest models of regular stock Products with all parts regularly used with the type of equipment offered: also, that no attachment or part has been substituted or applied contrary to manufacturer's recommendation and standard practice.
- C.** Every unit delivered must be guaranteed against faulty material and workmanship for a period of one year unless otherwise specified.
- D.** Where any Product delivered by the Contractor is marketed with a standard commercial warranty, such standard warranty shall be in addition to, and not relieve the Contractor from, Contractor's warranty obligations under the Bid Documents.
- E.** If during the regular or extended warranty period faults develop, the Contractor shall promptly repair or, upon demand, replace the defective Product, unit or component 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.
- F.** All warranties contained in this Contract shall survive the termination of this Contract.

20. Contracts Involving Installation

- A.** Contractor shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat unobstructed condition, the buildings broom cleaned, and everything in satisfactory repair and order.
- B.** Installation shall also include the furnishings of any rigging necessary to move equipment into the building; also the removal and resetting of any removable windows used for moving equipment into the building.
- C.** Bidders shall acquaint themselves with conditions to be found at the Site and shall assume all responsibility for placing and installing the equipment in the locations required.
- D.** Contractor shall furnish adequate protection from damage for all work and shall repair damages of any kind for which he or his workmen are responsible.
- E.** Equipment, supplies and materials shall be stored, at the Contractor's risk, at the Site only upon approval of the County. In general, such on Site storage should be avoided to prevent possible damage or loss of material.
- F.** Work shall be performed so as to cause the least inconvenience to the County, and with proper consideration for the rights of other Contractors or workmen.
- G.** All materials used in installation shall be of the highest quality and shall be free from all defects which would mar the appearance of the Product or render it structurally unsound.

21. Assignment and Subcontracting

- A.** The Contractor shall not delegate its duties under the Contract, or assign, transfer, convey, sublet, or otherwise dispose of the Contract, or any of its right, title or interest therein, or its power to execute the Contract, or assign all or any portion of the monies that may be due or become due hereunder, (collectively referred to in this paragraph 18 as "Assignment"), to any other person, entity or thing without the prior written consent of the County, and any attempt to do any of the foregoing without such consent shall be a material default by the Contractor.
- B.** Such Assignment shall be subject to all of the provisions of the Contract, assumption of all of the provisions of the Contract by the Contractor's assignee, and to any other condition the County requires. No approval of any Assignment shall be construed as enlarging any obligation of the County under the terms and provisions of the Contract. No Assignment of the Contract or assumption by any person of any duty of the Contractor under the Contract shall provide for, or otherwise be construed as, releasing the Contractor from any term or provision of the Contract.
- C.** Where the preparation of separate specifications is not required, for the erection, construction, reconstruction or alteration of buildings, each bidder shall submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform work on the contract, and the agreed-upon amount to be paid to each, for: (1) plumbing and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list of subcontractors submitted with such low bid shall be opened and the names of such subcontractors shall be announced, and therefore any change of subcontractor or agreed-upon amount to be paid to each shall require the approval of the public owner, upon a showing presented to the public owner of legitimate construction need for such change, which shall be open to public inspection. Legitimate construction need shall include, but not be limited to, a change in project specifications, a change in construction material costs, a change to subcontractor status as determined pursuant to paragraph (e) of subdivision two of §222 of the New York State Labor Law, or the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract. The sealed lists of subcontractors submitted by all other bidders shall be returned to them unopened after the contract award.

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- D. For all subcontractors not covered by A above, the names of subcontractors are to be submitted to the owner for approval at least fifteen (15) days before the subcontractor mobilizes on the site. Failure to provide the names and the information requested below may result in the subcontractor being removed from the site.
- E. The names of all suppliers are to be submitted to the owner for approval at least fifteen (15) days before any material supplied by such supplier arrives on site or is stored off site in accordance with these specifications.
- F. For purposes of this article a supplier shall be as defined in the General Conditions and whose aggregate dollar amount of material supplied exceeds twenty percent (20%) of the prime contractor's contract with the owner.
- G. Subcontractors and suppliers are subject to the approval of the owner. The owner may disapprove, for any reason which would form the basis for disapproval of the contractor, any subcontractor or material supplier selected by the contractor by giving written notice of its disapproval within ten business days after receiving the names of subcontractors and material suppliers and all information requested to be submitted in accordance with I29 of these Instruction to Bidders. Thereupon the contractor shall promptly notify the owner of the name of the subcontractor or material supplier selected in replacement, which shall again be subject to the same approval of the owner.

22. Changes To Contractor or Contract

- A. The Contractor may, from time to time, only with the County's written consent, enter into a Permitted Transfer. For purposes of the Contract, a Permitted Transfer means:
 - (i) if the Contractor is a partnership, the withdrawal or change, whether voluntary, involuntary or by operation of law, of the partners, or transfer of partnership interests (other than the purchase of partnership interests by existing partners, by the partnership itself or the immediate family members by reason of gift, sale or devise), or the dissolution of the partnership without immediate reconstitution thereof, and
 - (ii) if the Contractor is a closely held corporation (i.e. whose stock is not publicly held and not traded through an exchange or over the counter):
 - 1. the dissolution, merger, consolidation or other reorganization of the Contractor; and
 - 2. the sale or other transfer of twenty percent (20%) or more of the shares of the Contractor (other than to existing shareholders, the corporation itself or the immediate family members of shareholders by reason of gift, sale or devise).
- B. If the Contractor is a not-for-profit corporation, a change of twenty percent (20%) or more of its shares or members shall be deemed a Permitted Transfer.
- C. The Contractor shall notify the County in writing, which notice (the "Transfer Notice") shall include:
 - (i) the proposed effective date of the Permitted Transfer, which shall not be less than thirty (30) days nor more than one hundred eighty (180) days after the date of delivery of the Transfer Notice;
 - (ii) a summary of the material terms of the proposed Permitted Transfer;
 - (iii) the name and address of the proposed transferee;
 - (iv) such information reasonably required by the County, which will enable the County to determine the financial responsibility, character, and reputation of the proposed transferee, nature of the proposed assignee/transferee's business and experience;
 - (v.) all executed forms required pursuant to Exhibits D through G of the Contract, that are required to be submitted by the Contractor; and
 - vi) such other information as the County may reasonably require.
- D. The County agrees that any request for its consent to a Permitted Transfer shall be granted, provided that the transfer does not violate any provision of the Contract, and the transferee has not been convicted of a criminal offense as described under Article II of Chapter 143 of the Suffolk County Code. The County shall grant or deny its consent to any request of a Permitted Transfer within twenty (20) days after delivery to the County of the Transfer Notice, in accordance with the provisions of Paragraph 22 of the Contract. If the County shall not give written notice to the Contractor denying its consent to such Permitted Transfer (and setting forth the basis for such denial in reasonable detail) within such twenty (20)-day period, then the County shall be deemed to have granted its consent to such Permitted Transfer.
- E. Notwithstanding the County's consent,

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- (i) the terms and conditions of the Contract shall in no way be deemed to have been waived or modified; and
- (ii) such consent shall not be deemed consent to any further transfers.

23. Non-Discrimination Requirements

To the extent required by Article 15 of the NYS Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a Contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this Contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reasons of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Contract.

24. Bidder/Subcontractor/ Supplier Responsibility

- A. The County, in determining the responsibility of the apparent lowest Bidder, may require, and the apparent lowest Bidder shall provide, such information as the County deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest Bidder. In the event that the apparent lowest Bidder shall be rejected or fails to furnish the requested information and is thereby disqualified and/or otherwise determined to be not responsible, the next lowest Bidder shall become the apparent lowest Bidder.
- B. The County may require the apparent lowest Bidder, in addition to other information, to furnish the following items:
 - i) Description of its experience with projects of comparative size, complexity, and cost within the past five years, together with documentary evidence of such projects; demonstration of the Bidder's ability and capacity to perform a substantial portion of the project with its own forces;
 - ii) Documentation from previous projects regarding: timeliness of performance; quality of work; extension requests; labor disputes; litigation and arbitration arising from such work, including fines and penalties imposed and payment thereof; liens filed; history of claims for extra work; Contract defaults; together with explanations of same;
 - iii) Identification and description of any projects within the previous five years that the apparent lowest Bidder was determined by a municipality not to be a Responsible Bidder, the reasons given by such municipality therefore, together with an explanation thereof;
 - iv) An adequate demonstration of financial responsibility, which may include, in the County's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest Bidder possesses adequate resources and availability of credit and the means and ability to procure insurance and bonds required for the project;
 - v) Disclosure of any suspensions or revocations of any professional license of any director, officer, County, or managerial employee of the apparent lowest Bidder, to the extent that any work to be performed is within the field of such licensed profession;
 - vi) Disclosure of any and all OSHA violations within the previous five years, as well as all notices of OSHA violations filed against the apparent lowest Bidder in the same five year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation;
 - vii) Disclosure of any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities;
 - viii) Certification and list of equipment owned and/or leased by the apparent lowest Bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as the County considers appropriate;
 - ix) Disclosure of any litigation (including copies of pleadings) in which the apparent lowest Bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous five years;
 - x) Disclosure of violations of the Prevailing Wage and Supplement Payment Requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past five years;

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xi) Disclosure of violations of the Worker's Compensation Law, including, but not limited to the failure to provide proof of Workmen's Compensation or Disability coverage and/or any lapses thereof within the past five years;

xii) Disclosure of any criminal convictions, involving the apparent lowest Bidder, its officers, directors, and/or managerial employees, within the past ten years or criminal indictments or investigations within the past five years;

xiii) Disclosure of any violations within the past five years or pending charges concerning federal, state or municipal environmental and/or health laws, codes, rules and/or regulations;

xiv) Identification of all work to be subcontracted and all material to be supplied along with their approximate Contract value. All subcontractors and suppliers are subject to the approval of the County. The approval of subcontractors and suppliers shall be subject to the same evaluation of responsibility as their prime Contractor.

- C. Prior to a final determination that the apparent lowest Bidder is not responsible, the County will notify the Bidder of same, in writing, stating the reasons causing concern, and setting forth a time, date and place for the apparent lowest Bidder to appear and be heard, prior to a determination being made regarding his responsibility. Such hearing shall be conducted informally, and Bidder shall have no right to a formal evidentiary hearing or to the examination or cross-examination of witnesses at said hearing.

25. Merger; No Oral Changes

It is expressly agreed that the Contract represents the entire agreement of the parties and that all previous understandings are herein merged in the Contract. No modification of the Contract shall be valid unless in written form and executed by the County.

26. Arrears to County

Contractor warrants that, except as may otherwise be authorized by agreement, it is not in arrears to the County upon debt or Contract and is not in default to the County as a surety.

27. Set-Off Rights

The County shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold from a Fund Source an amount no greater than any moneys due and owing to the County for any reason. The County shall exercise its set-off rights subject to approval by the County Attorney. In cases of set-off pursuant to a Comptroller's audit, the County shall only exercise such right after the finalization thereof, and only after consultation with the County Attorney.

28. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws. Venue shall be designated in the Supreme Court, Suffolk County, the United States District Court for the Eastern District of New York, or, if appropriate, a court of inferior jurisdiction in Suffolk County.

29. No Waiver

It shall not be construed that any failure or forbearance of the County to enforce any provision of the Contract in any particular instance or instances is a waiver of that provisions. Such provision shall otherwise remain in full force and effect, notwithstanding any such failure.

30. Conflicts Of Interest

The Contractor shall not, during the performance of the obligations under this Contract, pursue a course of conduct which would cause a reasonable person to believe that he or she is likely to be engaged in acts that create a substantial conflict between its obligations under the Contract and its private interests. The Contractor is charged with the duty to disclose to the County the existence of any such adverse interests, whether existing or potential. This duty shall continue as long as the Term. The determination as to whether or when a conflict may potentially exist shall ultimately be made by the County Attorney after full disclosure is obtained.

31. Cooperation on Claims

The Contractor and the County shall render diligently to each other, without compensation, any and all cooperation that may be required to defend the other party, its employees and designated representatives against any claim, demand or action that may be brought against the other party, its employees or designated representatives arising out of or in connection with the Contract.

32. No Intended Third Party Beneficiaries

The Contract is entered into solely for the benefit of the County and the Contractor. No third party shall be deemed a beneficiary of the Contract and no third party shall have the right to make any claim or assert any right under the Contract.

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33. Certification as to Relationships

The Contractor certifies under penalties of perjury that, other than through the funds provided in the Contract and other valid agreements with the County, there is no known spouse, life partner, business, commercial, economic, or financial relationship with the County or its elected officials. The Contractor also certifies that there is no relationship within the third degree of consanguinity, between the County and Contractor or any of Contractor's partners, members, directors, or shareholders owning five (5%) percent or more of the Contractor,.

34. Publications and Publicity

- A. The Contractor shall not issue or publish any book, article, report, or other publication related to the Products without first obtaining written prior approval from the County. Any book, article, report or other publication or printed matter related to the Services provided pursuant to this Agreement shall contain the following statement in clear and legible print:

"This publication is fully or partially funded by the County of Suffolk"

- B. The Contractor shall not issue press releases or any other information to the media, in any form, concerning the Services, without obtaining prior written approval from the County.

35. Copyrights and Patents

A. Copyrights

Any and all materials generated by or on behalf of Contractor while performing the Services (including, without limitation, designs, images, video, reports, analyses, manuals, films, tests, tutorials, and any other work product of any kind) and all intellectual property rights relating thereto ("Work Product") are and shall be the sole property of the County. Contractor hereby assigns to the County its entire right, title and interest, if any, to all Work Product, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all Work Product. The Contractor may not secure copyright protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce, reproduce, publish, translate, display or otherwise use the Work. This paragraph shall survive any completion, expiration or termination of this Agreement.

The County shall be deemed to be the author of all Work. The Contractor acknowledges that all Work shall constitute "work made for hire" under the U.S. copyright laws. To the extent that any Work does not constitute a "work made for hire," the Contractor hereby assigns to the County all right, title and interest, including the right, title and interest to reproduce, edit, adapt, modify or otherwise use the Work, that the Contractor may have or may hereafter acquire in the Work, including all intellectual property rights therein, in any manner or medium throughout the world in perpetuity without compensation. This includes, but is not limited to, the right to reproduce and distribute the Work in electronic or optical media, or in CD-ROM, on-line or similar format.

B. Patents:

If the Contractor develops, invents, designs or creates any idea, concept, code, processes or other work or materials during the Term, or as a result of any Services performed under the Contract ("patent eligible subject matter"), it shall be the sole property of the County. Contractor hereby assigns to the County its entire right, title and interest, if any, to all patent eligible subject matter, and agrees to do all acts and execute all documents, and to use its best efforts to ensure that its employees, consultants, subcontractors, vendors and agents do all acts and execute any documents, necessary to vest ownership in the County of any and all patent eligible subject matter. The Contractor may not apply for or secure for itself patent protection. The County reserves to itself, and the Contractor hereby gives to the County, and to any other person designated by the County, consent to produce or otherwise use any item so discovered and/or the right to secure a patent for discovery or invention. This paragraph shall survive any completion, expiration or termination of this Agreement.

36. Lawful Hiring Of Employees Law In Connection With Contracts For Construction Or Future Construction

In the event that the Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk, Suffolk County Code Chapter 234, as more fully set forth in the Article entitled "Suffolk County Legislative Requirements," the Contractor shall maintain the documentation mandated to be kept by this law on the construction Site at all times. Employee sign-in sheets and register/log books shall be kept on the construction Site at all times and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the construction Site during such working hours.

37. Notice

Unless otherwise expressly provided, all notices shall be in writing and shall be deemed sufficiently given if sent by regular first class mail and certified mail, or personally delivered during business hours as follows: 1.) to the Contractor at the address on page 1 of the Contract and

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2.) to the County at the Department, or as to either of the foregoing, to such other address as the addressee shall have indicated by prior written notice to the addressor. All notices received by the County relating to a legal claim shall be immediately sent to the Department and also to the County Attorney at 100 Veterans Memorial Highway, P.O. Box 6100, (Sixth Floor), Hauppauge, New York, 11788. The County shall report to the Contractor in writing within ten (10) days of the initiation by or against it of any legal action or proceeding in connection with or relating to The Contract.

38. Severability

It is expressly agreed that if any term or provision of the Contract, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of the Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term and provision of the Contract shall be valid and shall be enforced to the fullest extent permitted by law.

39. OSHA Safety Certification

- A.** Pursuant to Section 220-h of the NYS Labor Law, as to those contracts advertised after July 17, 2008, where the total cost of all work to be performed under the Contract is at least two hundred fifty thousand dollars; all laborers, workers, and mechanics employed in the performance of the Contract on the public work Site, either by the Contractor, sub-Contractor or other person doing or contracting to do the whole or part of the work contemplated by the Contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.
- B.** Each Contractor, and/or subcontractor doing or contracting to do work contemplated by the Contract is responsible for maintaining proof of the certification required under Section 220-h of the NYS Labor Law for each laborer, worker, and mechanic employed in the performance of the Contract on the public work Site. Proof of certification shall be produced and made available for inspection at the work Site within 24 hours of any request for same by the County.

End of Text for Exhibit A

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Exhibit B

Article IV Suffolk County Legislative Requirements

Suffolk County Legislative Requirements

NOTE: THE CONTRACTOR'S COMPLETED LEGISLATIVE REQUIREMENTS FORMS REFERENCED HEREIN ARE AVAILABLE ON FILE AT THE DEPARTMENT NAMED ON THE SIGNATURE PAGE OF THIS CONTRACT.

1. Contractor's/Vendor's Public Disclosure Statement

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-8 of Article V of the Suffolk County Code.

Unless certified by an officer of the Contractor as being exempt from the requirements of section A5-8 of Article V of the Suffolk County Code, the Contractor represents and warrants that it has filed with the Comptroller the verified public disclosure statement required by Suffolk County Administrative Code Article V, Section A5-8 and shall file an update of such statement with the Comptroller on or before the 31st day of January in each year of the Contract's duration. The Contractor acknowledges that such filing is a material, contractual and statutory duty and that the failure to file such statement shall constitute a material breach of the Contract, for which the County shall be entitled, upon a determination that such breach has occurred, to damages, in addition to all other legal remedies, of fifteen percent (15%) of the amount of the Contract.

Required Form:

Suffolk County Form SCEX 22; entitled "Contractor's/Vendor's Public Disclosure Statement"

2. Living Wage Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 575, of the Suffolk County Code.

This Contract is subject to the Living Wage Law of the County of Suffolk. The law requires that, unless specific exemptions apply, all employers (as defined) under service contracts and recipients of County financial assistance, (as defined) shall provide payment of a minimum wage to employees as set forth in the Living Wage Law. Such rate shall be adjusted annually pursuant to the terms of the Suffolk County Living Wage Law of the County of Suffolk. Under the provisions of the Living Wage Law, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Forms:

Suffolk County Living Wage Form DOL-LW-1/38 (Revised 1/2024) entitled "Suffolk County Department of Labor, LICENSING & CONSUMER AFFAIRS –Notice of Application for County Compensation-LIVING WAGE CERTIFICATION/DECLARATION-SUBJECT TO AUDIT."

3. Use of County Resources to Interfere with Collective Bargaining Activities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article I of Chapter 803 of the Suffolk County Code.

County Contractors (as defined by section 803-2) shall comply with all requirements of Chapter 803 of the Suffolk County Code, including the following prohibitions:

- a. The Contractor shall not use County funds to assist, promote, or deter union organizing.
- b. No County funds shall be used to reimburse the Contractor for any costs incurred to assist, promote, or deter union organizing.
- c. No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote, or deter union organizing.

If the Services are performed on County property, the Contractor must adopt a reasonable access agreement, a neutrality agreement, fair communication agreement, non-intimidation agreement, and a majority authorization card agreement.

If the Services are for the provision of human services and are not to be performed on County property, the Contractor must adopt, at the least, a neutrality agreement.

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Under the provisions of Chapter 803, the County shall have the authority, under appropriate circumstances, to terminate the Contract and to seek other remedies as set forth therein, for violations of this Law.

Required Form:

Suffolk County Labor Law Form DOL-L01 (Revised 1/2024); entitled "Suffolk County Department of Labor, Licensing & Consumer Affairs – Union Organizing Certification/Declaration - Subject to Audit."

4. Lawful Hiring of Employees Law

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 353 of the Suffolk County Code.

This Contract is subject to the Lawful Hiring of Employees Law of the County of Suffolk. It provides that all covered employers, (as defined), and the owners thereof, as the case may be, that are recipients of compensation from the County through any grant, loan, subsidy, funding, appropriation, payment, tax incentive, contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or an awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees (as defined) and with respect to the alien and nationality status of the owners thereof. The affidavit shall be executed by an authorized representative of the covered employer or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement with the County; and shall be made available to the public upon request.

All contractors and subcontractors (as defined) of covered employers, and the owners thereof, as the case may be, that are assigned to perform work in connection with a County contract, subcontract, license agreement, lease or other financial compensation agreement issued by the County or awarding agency, where such compensation is one hundred percent (100%) funded by the County, shall submit to the covered employer a completed sworn affidavit (under penalty of perjury), the form of which is attached, certifying that they have complied, in good faith, with the requirements of Title 8 of the United States Code Section 1324a with respect to the hiring of covered employees and with respect to the alien and nationality status of the owners thereof, as the case may be. The affidavit shall be executed by an authorized representative of the contractor, subcontractor, or owner, as the case may be; shall be part of any executed contract, subcontract, license agreement, lease or other financial compensation agreement between the covered employer and the County; and shall be made available to the public upon request.

An updated affidavit shall be submitted by each such employer, owner, contractor and subcontractor no later than January 1 of each year for the duration of any contract and upon the renewal or amendment of the Contract, and whenever a new contractor or subcontractor is hired under the terms of the Contract.

The Contractor acknowledges that such filings are a material, contractual and statutory duty and that the failure to file any such statement shall constitute a material breach of the Contract.

Under the provisions of the Lawful Hiring of Employees Law, the County shall have the authority to terminate the Contract for violations of this Law and to seek other remedies available under the law.

The documentation mandated to be kept by this law shall at all times be kept on site. Employee sign-in sheets and register/log books shall be kept on site at all times during working hours and all covered employees, as defined in the law, shall be required to sign such sign-in sheets/register/log books to indicate their presence on the site during such working hours.

Required Forms:

"SUFFOLK COUNTY DEPARTMENT OF LABOR, LICENSING, & CONSUMER AFFAIRS – NOTICE OF APPLICATION TO CERTIFY COMPLIANCE WITH FEDERAL LAW (8 U.S.C. SECTION 1324A) WITH RESPECT TO LAWFUL HIRING OF EMPLOYEES, Suffolk County Code, Chapter 353 (2006)" DOL-LHE 1-2 (REVISED 1/2024).

5. Gratuities

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Chapter 664 of the Suffolk County Code.

The Contractor represents and warrants that it has not offered or given any gratuity to any official, employee or agent of the County or the State or of any political party, with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or amending of an agreement or the making of any determinations with respect to the performance of an agreement.

6. Prohibition Against Contracting with Corporations that Reincorporate Overseas

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of sections A4-13 and A4-14 of Article IV of the Suffolk County Code.

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The Contractor represents that it is in compliance with sections A4-13 and A4-14 of Article IV of the Suffolk County Code. Such law provides that no contract for consulting services or goods and services shall be awarded by the County to a business previously incorporated within the U.S.A. that has reincorporated outside the U.S.A.

7. Child Sexual Abuse Reporting Policy

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 880 of the Suffolk County Code.

The Contractor shall comply with Article II of Chapter 880, of the Suffolk County Code, entitled "Child Sexual Abuse Reporting Policy," as now in effect or amended hereafter or of any other Suffolk County Local Law that may become applicable during the term of the Contract with regard to child sexual abuse reporting policy.

8. Non Responsible Bidder

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article II of Chapter 189 of the Suffolk County Code.

Upon signing the Contract, the Contractor certifies that it has not been convicted of a criminal offense within the last ten (10) years. The term "conviction" shall mean a finding of guilty after a trial or a plea of guilty to an offense covered under section 189-5 of the Suffolk County Code under "Nonresponsible Bidder."

9. Use of Funds in Prosecution of Civil Actions Prohibited

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Article III of Chapter 893 of the Suffolk County Code.

The Contractor shall not use any of the moneys, in part or in whole, and either directly or indirectly, received under the Contract in connection with the prosecution of any civil action against the County in any jurisdiction or any judicial or administrative forum.

10. Youth Sports

It shall be the duty of the Contractor to read, become familiar with, and comply with Article III of Chapter 730 of the Suffolk County Code.

All contract agencies that conduct youth sports programs are required to develop and maintain a written plan or policy addressing incidents of possible or actual concussion or other head injuries among sports program participants. Such plan or policy must be submitted prior to the award of a County contract, grant or funding. Receipt of such plan or policy by the County does not represent approval or endorsement of any such plan or policy, nor shall the County be subject to any liability in connection with any such plan or policy.

11. Work Experience Participation

If the Contractor is a not-for-profit or governmental agency or institution, each of the Contractor's locations in the County at which the Services are provided shall be a work site for public-assistance clients of Suffolk County pursuant to Chapter 281 of the Suffolk County Code at all times during the Term of the Contract. If no Memorandum of Understanding ("MOU") with the Suffolk County Department of Labor for work experience is in effect at the beginning of the Term of the Contract, the Contractor, if it is a not-for-profit or governmental agency or institution, shall enter into such MOU as soon as possible after the execution of the Contract and failure to enter into or to perform in accordance with such MOU shall be deemed to be a failure to perform in accordance with the Contract, for which the County may withhold payment, terminate the Contract or exercise such other remedies as may be appropriate in the circumstances.

12. Safeguarding Personal Information of Minors

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of Suffolk County Local Law No. 20-2013, a Local Law to Safeguard the Personal Information of Minors in Suffolk County.

All contract agencies that provide services to minors are required to protect the privacy of the minors and are strictly prohibited from selling or otherwise providing to any third party, in any manner whatsoever, the personal or identifying information of any minor participating in their programs.

13. Apprenticeship Training Programs

- a. If the amount bid for this Contract, or the aggregate value of the individual contracts on multi-prime contracts that comprise this Project, is in excess of \$250,000, the Contract(s) will be subject to Resolution No. 21-2015, which requires that firms entering into contracts with the County for such work to participate in registered and approved apprenticeship training programs and meet a graduate requirement for each trade. The Contractor and its subcontractors shall provide evidence of participation in NYS approved apprenticeship training programs that are appropriate for the type and scope of work to be performed under the Contract. In addition, the contractor and its subcontractors shall

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submit to the County, Certificates of Completion as part of any bid submitted showing that it, or its sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule. If a contractor or subcontractor is signatory to a sponsor, the contractor must submit to the County a letter from the sponsor verifying its signatory status.

- b. Within ten (10) working days of the date of receipt of notification from the County of the Contractor's status as the apparent low Bidder, the Contractor shall provide an affidavit of the contractor's and its subcontractors' participation in approved apprenticeship training programs and affirm graduate requirements for each trade. If the contractor does not comply within this time, the Commissioner may declare the contractor's bid non-responsive and award the Contract to the next lowest responsible Bidder.
- c. The Contractor shall also submit an affidavit of participating in an approved apprenticeship training program and affirm graduate requirements for each trade from each subcontractor. This affidavit is to be included with the Contractor's request to the County for subcontractor approval. Affidavit forms will be provided by the County.

14. Suffolk County Local Laws Website Address

Suffolk County Local Laws, Rules and Regulations can be accessed on the homepage of the Suffolk County Legislature.

15. Suffolk County Code of Ethics

As required by Suffolk County Standard Operating Procedure A-06, the following is a link to the Suffolk County Ethics Booklet, which contains the provisions of the Suffolk County Code of Ethics:

<https://suffolkcountyny.gov/Portals/0/formsdocs/Boardofethics/Code%20of%20Ethics%20Booklet%20-%20New%20Revised%20May%202017.pdf>

16. Notification of Cyber Security Breach

It shall be the duty of the Contractor to read, become familiar with, and comply with the requirements of section A5-22 of Article V of the Suffolk County Administrative Code.

The Contractor (as defined in section A5-22) certifies that it has policies and procedures in place for the effective management of any cyber security breach, event or attack. The Contractor shall, within 48 hours, notify the Chief Information Security Officer ("CISO") at the Office of Information Technology located at William J. Lindsay County Complex – Building 50, 725 Veterans Memorial Highway, Hauppauge, New York 11788 and the Department named on the signature page of this Contract, of any cyber breach, event or attack, as defined in section A5-22 of Article V of the Suffolk County Administrative Code. The Contractor, upon completion of its investigation of the cyber breach, event or attack, shall provide a written report of the findings of the completed investigation to the CISO.

End of Text for Exhibit B