TOWN OF NORTH HEMPSTEAD

Request for Sealed Bids

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

BID OPENING INFORMATION Date: May 20, 2016 Time: 11:30 AM	NAME OF BID: ***TNH020-2016- Fire Extinguishers***
INVITATION FOR BIDS NUMBER:TNH020-2016	Specification Reference: As Incorporated in the Invitation For Bids
CONTRACT PERIOD: For two years from date of award, provided however, the Town Board may extend the period by a term not to exceed sixty (60) days in its discretion.	

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

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

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

Department of Administrative Services - Purchasing Division

220 Plandome Road • Manhasset, New York 11030 • (516) 869-2913 (P) • (516) 869-2919
(F)Contracts@northhempsteadny.gov • www.northhempsteadny.gov

TOWN OF NORTH HEMPSTEAD

Request for Sealed Bids

THIS BID
CONTAINS THE FOLLOWING:

Notice to Bidders/Proposers
Instruction to Bidders/Proposers
Bid Specifications/Items List
General Conditions
Bidders' Qualifications Statement

(includes bidders statement, non-collusion statement, insurance forms)

Peter Hoda, Commissioner

Department of Administrative Services - Purchasing Division

220 Plandome Road • Manhasset, New York 11030 • (516) 869-2913 (P) • (516) 869-2919 (F)
Contracts@northhempsteadny.gov • www.northhempsteadny.gov, click on
Our Government, Bid Solicitations, 2016

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

NOTICE TO BIDDERS

SEALED BIDS will be received by the Department of Administrative Services – Purchasing Division of the Town of North Hempstead in the Office of the Purchasing Division located on the lower level of Town Hall, 220 Plandome Road, Manhasset, New York 11030, on the 20th day of May 2016, 11:30 AM, at which time they will be publicly opened and read and the Contract awarded as soon thereafter as practicable for:

TNH020-2016- Fire Extinguishers

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

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

In accordance with General Municipal Law, Article 5-G, Paragraph 119-o an inter-municipal agreement has been entered into between the Town of North Hempstead and entities listed in attachment A, which agreement provides that said entities may purchase off this bid by separate agreement made directly with the bidder/contractor.

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

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

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

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

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

PETER HODA, COMMISIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATED: Manhasset, New York
Date: May 5, 2016

INSTRUCTIONS TO BIDDERS/PROPOSER'S

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

ITB-1 BID/PROPOSAL PREPARATION

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

ITB-2 BID DOCUMENTS

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

Invitations for Bids will consist of the following documentary components:

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

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

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

ITB – 3 EXAMINATION OF BID DOCUMENTS AND FAMILIARITY WITH SITE

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

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

ITB-4 INTERPRETATION OF BID DOCUMENTS

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

ITB-5 ADDENDUM TO BID DOCUMENTS

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

ITB-6 MODIFICATIONS TO BID DOCUMENTS

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

ITB-7 RIGHTS OF TOWN BOARD

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

ITB-8 TAX EXEMPTION

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

ITB-9 FORM OF BID/PROPOSAL

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

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

ITB-10 DELIVERY OF BIDS/PROPOSALS

BIDS/PROPOSALS MUST BE DELIVERED BY THE TIME AND TO THE PLACE STIPULATED IN THE ADVERTISEMENT. IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO SEE THAT HIS BID/PROPOSAL IS RECEIVED IN THE PROPER TIME. ANY BIDS/PROPOSALS RECEIVED AFTER THE SCHEDULED CLOSING TIME FOR RECEIPT OF BIDS/PROPOSALS SHALL BE RETURNED TO THE BIDDER/PROPOSER UNOPENED.

ITB-11 CORRECTIONS TO BIDS/PROPOSALS

Erasures or other corrections in the Bid/Proposal must be initialized by the person signing the Bid/Proposal.

ITB-12 WITHDRAWAL OF BIDS/PROPOSALS

Any Bidder may withdraw his/her Bid/Proposal, either personally, or by telegraphic or written request, if such a request is received by the Purchasing Division at any time during normal working hours prior to the scheduled closing time for receipt of Bids/Proposals. If a Contract is not awarded within 45 calendar days after opening of the Bids, all Bids will be considered to have been rejected for cause, unless, at the Town's request the low Bidder agrees to hold his Bid valid for an additional stipulated length of time.

ITB-13 MULTIPLE BID/PROPOSAL SUBMITTALS

Any person, firm or corporation will not be permitted to make more than one Bid/Proposal for the product or service. If a person is a partner, officer or director of more than one firm interested in bidding for the product or services, only one of the firms may submit a Bid/Proposal.

ITB-14 NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with § 103-d of the General Municipal Law, by submission of this Bid/Proposal, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

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

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

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

ITB-15 QUALIFICATIONS OF BIDDERS

A BIDDER'S QUALIFICATIONS STATEMENT IS REQUIRED. The forms attached hereto indicate all the information required. Each Bidder/Proposer shall be responsible for submitting his current Disclosure Statement with his Bid/Proposal. The Town retains the right to investigate, verify the information submitted in the Disclosure Statement, and interview all bidders prior to award of the Contract. THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT DOES NOT INLCUDE A DISCLOSURE STATEMENT.

ITB- 16 IDENTIFICATION LABEL

To properly expedite the receipt and processing of bids submitted, the following "Identification Label" must be affixed to the outer envelope of the sealed bid. Bids shall be delivered by U.S. Mail, public carrier (e.g. UPS, FedEx), or by hand. THE TOWN HEREBY RESERVES THE ASBOLUTE RIGHT TO REJECT ANY BID/PROPOPOSAL THAT DOES NOT CONFORM TO THIS SECTION.

SEALED BID ENCLOSED
Town of North Hempstead
Department of Administrative Services
Purchasing Division

Bidder's Name: _____

_____

Bid Number: _____

Bid Name: _____

Due Date: _____

BID REQUIREMENTS:

Item #	*Description*	*Price*
1A	Pemall 2 cylilnder- 35 lb, with Fenwall Detection system	
1B	Pemall 2 cylilnder- 70 lb, with Fenwall Detection system	
	(Harbor Links)	
2	Pyrotonics Halon Fire Supression System	
3	2# ABC dry chemical extinguisher, maintained and inspected, power freed and tagged	
4	5# ABC dry chemical extinguisher, maintained, inspected, power freed and tagged	
5	6# ABC dry chemical extinguisher, maintained, inspected, power freed and tagged	
7	10# ABC dry chemical extinguisher, maintained, inspected, power freed and tagged	
8	20# ABC dry chemical extinguisher, maintained, inspected, power freed and tagged	
9	5# CO2 extinguisher weighed, maintained, inspected, tagged, recharged	
10	10# CO2 extinguisher weighed, maintained, inspected, tagged, recharged	
11	15# CO2 extinguisher, weighed, maintained, inspected, tagged, recharged	
12	20# CO2 extinguisher, weighed, maintained, inspected, tagged, recharged	
13	2.5 LB ABC dry chemical extinguisher, weighed, maintained, inspected, tagged, recharged	
14	**6 liter wet chemical extinguisher**	
15	**recharge K extinguishers (provide breakdown, if needed)**	
16	**recharge of existing extinguishers with new brackets**	
17	K extinguisher - 6 liters Chemical (potassium acetate)	
	WC 100 Badger	
	6 liters Chemical (potassium acetate)	
	weighed, maintained, inspected	
	tagged, recharged	
18	Inspection, Refill and Maintenance of Fire Suppression System	
	Fire Suppression System at restaurant (Harbor Links)	
19	Inspection, Refill and Maintenance of Fire Suppression System	
	@ Harbor Links Fuel Island	
	WEI Chemical- CE0409 (Harbor Links)	
20	**Inspection, Refill and Maintenance of Fire Suppression System**	
	@ fuel Island at Albertson Yard, 1 Highway Drive, Albertson, NY 11507	
21	**Inspection, Refill and Maintenance of Fire Suppression System**	
	@ fuel Island at DPW Repair Shop at 802 West Shore Road, Port Washington, NY 11050	
22	**Inspection, Refill and Maintenance of Fire Suppression System**	
	@ fuel Island at DPW Builidng at 285 Denton Avenue, New Hyde Park, NY 11040	
23	Inspection, Refill and Maintenance of Fire Suppression System at	
	Clint Martin Park (kitchen)-	
	Kidde Systems- Single Tank 260 wet chemical feeds	
24	Fuschillo Park	
25	Inspection, Refill and Maintenance of system	

26	Inspection, Refill and Maintenance of Fire Suppression System at	
	Manorhaven Community Center (kitchen)	
	Kidde Systems- Single Tank 260 wet chemical feeds	
27	Halon System -SWMA	
	Inspection and maintenance	
	Replacement costs for the following:	
28	Regular dry chemical type fire extinguisher for	
	use class B & C fires	
A.	40 B.C. 5.5LBS*	
B.	60 B.C. 10LBS*	
C.	120 B.C. 15LBS*	
	* Charged weight	
D.	40 B.C. 10LBS*	
E.	60 B.C. 20LBS*	
F.	120 B.C. 35LBS*	
29	All metal valves, easy recharge, all use dry	
	chemical for use in Class A, B, C fires, including standard	
	wall bracket. A minimum of 60 units to be provided, various	
	sizes.	
	ANSI/UL711 SIZE/CAP MFR. CAT#	
A.	3A 40 B.C 5LBS*	
B.	4A 60 B.C 10LBS*	
C.	20A 120 B.C 20LBS*	
D.	1A 10 B.C 2 1/2 - 4 LBS*	
	* charged weight	
30	Carbon dioxide type fire extinguisher for use in Class B	
	& C fires, including standard wall type bracket	
	ANSI/UL711 SIZE/CAP MFR. CAT#	
	5 B.C 5LBS*	
	10 B.C 10LBS*	
	10 B.C 15LBS*	
	10 B.C 20 LBS*	
	* charged weight	
31	Fire Sprinkler Systems, (Testing and inspection)	
	for those systems	
	NOT required to be tested & inspected by the local water districts.	
	Locations listed below:	
	"yes we can" Community Center	
	Tully Park	
	Manorhaven	
	Clinton G. Martin	

	Fuscillo Park	
	North Hempstead Beach	
	DOSA building	
	Harbor Links	
	DPW (285 Denton Avenue, New Hyde Park, NY 11040)	
32	Exhaust Hoods (Testing and Inspection)	
	Locations listed below:	
	Port Washington Senior Center	
	Clinto G. Martin	
	North Hempstead Beach	
B.	6 year maintenance	
C.	Verification of service collar	
D.	Collar Seal	
E.	OSHA/NPA 10 Law New Haz/level	
33	**Fire department connection test (5 year)**	
34	**Fusible Links**	
35	Labor Rate (for routine maintenance & Repair)	
	Please provide a breakdown if different rates apply to different types of repairs	
36	Others- Miscelaneous items needed to test and maintain systems or related to fire	
	extinguishers	
37	Other Systems (not listed above)	
	the town has the option to ask for a price quote and decide whether or not	
	it is in the Town's best interest to proceed with the work.	

Note:

The work under this bid is subject to prevailing wage (as per NY State Labor Law, article 8), and therefore, the winning vendor will be required to submit copies of certified payrolls with the invoices.
PRC#: 2016004404, dated 5/5/2016.
Relevant trades: electrician, electrician maintenance, steamfitter maintenance.

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

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

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

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

5. **CONFLICT OF TERMS** Unless otherwise set forth in the procurement or contract documents, conflicts among documents shall be resolved in the following order of precedence:
(A) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid. In the latter circumstance, clarifications must specifically note in writing what was offered by the Contractor and what was accepted by the Town of North Hempstead. If not, such clarifications shall be considered last in the order of precedence under this paragraph.

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

6. **DEFINITIONS**

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

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

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

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

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

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

CONTRACT DOCUMENTS consist of the Contract or Purchase Order made between the Town and the Bidder/Contractor (hereinafter the Agreement), General Conditions, Bid Specifications, Bid Documents, including among others the Notice to Bidders, Instructions to Bidders, any Schedule of Bid Prices, any Addendum to Bid Documents issued prior to execution of the Contract, Bidder's Qualification Statement, Bidder's Proposal (including non-collusive bidding statement), contract or purchase order(s) issued, Insurance and Indemnity Certification, Bid Bond(s) (where required), Performance Bond(s), Materials & Labor Bond(s) (where required), or Maintenance Bond (where required), any New York State Department of Labor Wage Rate Schedule(s) (for public work or building services as defined by Articles 8 and 9 of the New York State Labor Law), any additional Documentation required for contract execution, any supplemental agreements issued during the course of the Contract, and/or Modifications issued after execution of the Contract. A Modification is: (1) a written amendment to the Contract signed by both parties including but not limited to work change orders or changes to purchase orders.

COMMISSIONER Commissioner of the Department of Administrative Services or his/her authorized representative.

COMPTROLLER Comptroller of the Town of North Hempstead.

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

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

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

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

PURCHASING DIVISION shall mean the Town of North Hempstead, Department of Administrative Services Purchasing Division.

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

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

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

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

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

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

TOWN ATTORNEY Town Attorney of the Town of North Hempstead.

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

BID SUBMISSION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **CONFIDENTIAL/TRADE SECRET MATERIALS** Contractor confidential trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as "confidential" or "proprietary" on its face or in the document header or footer shall not be considered by the 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 will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

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

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

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

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

i. **Public Works** Labor Law Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a "public works" project (distinguished from public "procurement" or "service" contracts). The Town, a public benefit corporation, a municipal

corporation (including a school district), or a commission appointed by law must be a party to the Contract. The wage and hours provision applies to any work performed by Contractor or Subcontractors.

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

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

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

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

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

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

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

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

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

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

16. APPRENTICESHIP TRAINING PROGRAMS PUBLIC WORKS AND BUILDING SERVICES CONTRACTS

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

A sub-contractor entitled to receive less than $250,000 from a Bidder/Contractor sub-contract is exempt from the requirement set forth herein.

17. TAXES

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

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

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

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

18. PRODUCT REFERENCES

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

B. **"Or Equal"** In all Bid Specifications the words "or equal" are understood to apply where a copyrighted, brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Commissioner's decision as to acceptance of the Product as equal shall be final.
C. **Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

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

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

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

21. PRICING
A. **Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item unless otherwise specified, in the Bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Commissioner, such unit pricing is obviously erroneous.
B. **Net Pricing** Unless otherwise required by the Bid Specifications, prices shall be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject to the cash discount.
C. **"No Charge" Bid** When Bids are requested on a number of Products as a Group or Lot, a Bidder desiring to Bid "no charge" on a Product in the Group or Lot must clearly indicate such. Otherwise, such Bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Commissioner.
D. **Educational Pricing** All Products to be supplied for educational purposes that are subject to educational discounts shall be identified in the Bid and such discounts shall be made available to qualifying institutions.
E. **Third Party Financing** If Product acquisitions are financed through any third party financing, Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner.
F. **Best Pricing Offer** During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price. Price decreases shall take effect automatically during the Contract term and apply to Purchase Orders submitted on or after:
(i) GSA Changes: Where Town Net Prices are based on an approved GSA Schedule, the date the approved GSA Schedule pricing decreases during the Contract term; or
(ii) Commercial Price List Reductions: Where Town Net Prices are based on a discount from Contractor's list prices, the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or
(iii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net Price otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the life of such general offer or promotion.
G. **Best and Final Prices** As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order award for best and final pricing for the Product or service to be delivered to the Town. Contractors are encouraged to reduce their pricing upon receipt of such request.

22. DRAWINGS
A. **Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Commissioner, be considered a part of the Bid and of any resulting Contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.
i. Standard Practices In performing the services required under the Bid Specifications/Contract, the Bidder/Contractor shall follow and adhere to the following standard Town practices. The following practices may be supplemented or modified, in writing, by the Commissioner.
a. All work shall be in charge of an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York, and experienced in the type of work to be performed for the Town.
b. Any and all reports shall be of 8½" x 11" format with the 11" dimension being the vertical size. Cover and binding shall be as specified by the Town. Oversize exhibits (if required) shall be foldouts or shall be contained within a "Pocket" bound into the report.
c. Any specifications shall: (i) Be of 8½" x 11" format; (ii) Be printed, and color coded, in accordance with standard Town practice; (d) Have a cover with content and format which shall conform to current Town practices.
d. The word "plans" shall be synonymous with the words "drawings". Any plans shall: (i) Have a title sheet conforming to current Town practice; (ii) Be signed and sealed by an Engineer, Surveyor or Architect (as appropriate) duly licensed and registered in the State of New York on the title sheet; (iii) Be ink on mylar, or be an accurate photographic mylar reproduction of any work originally done in pencil; (iv) Be of the following size:
(a) 8½" x 11", or fold-out multiples thereof, if to be
bound into the specifications book, subject to approval by the Commissioner.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. <u>SAMPLES</u>

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

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

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

C. **Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.
D. **Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Bid Specifications. If in the judgment of the Commissioner the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Specifications, the Commissioner may reject the Bid. If an award has been made, the Commissioner may cancel the Contract at the expense of the Contractor.
E. **Testing** All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Bid Specifications, Bidder samples consumed or rendered useless by testing will not be returned to the Bidder. Testing costs for samples that fails to meet Contract requirements may be at the expense of the Contractor.

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

BID EVALUATION

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

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

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

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

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

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

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

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

TERMS & CONDITIONS

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

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

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

Other than where such terms are more advantageous for the Town than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against the Town unless authorized by the Commissioner. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding the Town's subsequent acceptance of Product, or that the Town has subsequently processed such document for approval or payment.

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

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

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

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

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

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

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

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

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

42. SHIPPING/RECEIPT OF PRODUCT

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

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

Town's payment of transportation charges. Contractor shall be responsible for ensuring that the Bill of Lading states "charges prepaid" for all shipments.
C. Receipt of Product The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Town. Any losses resulting from the Contractor's failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

43. TITLE AND RISK OF LOSS Notwithstanding the form of shipment, title or other property interest, risk of loss shall not pass from the Contractor to the Town until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order. Mere acknowledgment by Town personnel of the delivery or receipt of goods (*e.g., signed bill of lading*) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product that is substandard or does not comply with the Bid Specifications or Contract terms and conditions, may be rejected or accepted on an adjusted price basis, as determined by the Commissioner.

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

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

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

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

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

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

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

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

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

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

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

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

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

55. TERMINATION

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

B. This Contract may be terminated at any time by the Town for cause upon ten (10) days written notice to the contractor. Termination under this section shall serve to terminate any project or purchase order that has been issued under this contract prior to the date of termination. If work is performed under such project or purchase order, The Town shall not be obligated to provide payment for such work.

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

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

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

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

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

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

Neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence. Any such delay in or failure of performance shall not constitute default or give rise to any liability for damages. The existence of such causes of such delay or failure shall extend the period for performance to such extent as determined by the Contractor and the Commissioner

to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

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

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

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

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

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

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

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

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

B. The Comptroller shall render payment for Town purchases, and such payment shall be made in accordance with ordinary Town procedures and practices.
C. Submission of a Claim Form and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the Contract or where the billing was inaccurate.
D. Contractor shall provide, upon request of the Commissioner or the Comptroller, any and all information necessary to verify the accuracy of the billings. Such information shall be provided in the format requested by the Commissioner or Comptroller and in a media commercially available from the Contractor.

58. <u>REMEDIES FOR BREACH</u> It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:
A. **Cover/Substitute Performance** In the event of Contractor's material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.
B. **Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.
C. **Reimbursement of Costs Incurred** The Contractor agrees to reimburse the Town promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the Contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the Town in connection therewith, including reasonable attorney's fees, shall be paid by the Contractor.
D. **Substitute Equipment** Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the Contract, the Town may rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Town promptly by the Contractor or deducted by the Town from payments due or to become due the Contractor on the same or another transaction.

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

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

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

60. **INDEPENDENT CONTRACTOR** The Contractor, in accordance with his status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, not claim to be, an officer or employee of the Town by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including but not limited to, Workmen's Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit. The Contractor shall not engage, on a full time or part-time or other basis during the period of the Contract, any professional or technical personnel who are or have been at any time during the period of the Contract in the employ of the Federal Highway Administration or the Public Works organization of any State, County or City or Town except regularly retired employees, without the consent of the public employer of such person.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

65. **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

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

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

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

67. INDEMNIFICATION

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

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

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

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

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

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

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

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

69. **PARTICIPATION BY POLITICAL SUBDIVISIONS:**

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

BIDDER'S QUALIFICATION STATEMENT

INSTRUCTIONS:

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

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Bidding Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*); and
5. Acknowledgement of Receipt of Addenda Form.

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

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

STATEMENT OF UNDERSTANDING

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

1. I am duly authorized to submit this Bid/Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.

2. That he/she has read and understands all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.

2. That he/she will furnish any and all items upon which prices are bid at the price set forth for each item bid with a **CASH DISCOUNT OF _____%, IF ANY**.

3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this bid, including but not limited to the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.

4. That he/she agrees to accept payment in accordance with the requirements of the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto; and

5. That **DELIVERY** to the destination stated in the Bid Documents will be made within 30 days after the receipt of the order.

6. That he/she will, if his/her Bid/Proposal is accepted, enter into a Contract with the Town of North Hempstead pursuant to the terms and conditions set forth in the Bid Documents, Bid Specifications, General Conditions, and bid prices hereto.

7. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.

8. Is the response that you are providing compliant with the instructions set forth in this solicitation for bids?

   □ **Yes** □ **No**

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

_____
Signature

_____
Name of Bidder

_____
Title of Person Signing

Sworn to and subscribed on

this _____ day of _____, 20____

_____
(Notary Public)

DISCLOSURE FORM

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

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

1. **Adverse Equal Opportunity Determinations**: Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of federal, state or municipal equal opportunity laws or regulations.

2. **Convictions and Unscrupulous Practice**: Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.

3. **Pending or Threatened Actions/Suits**: Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.

4. **Criminal Misconduct**: Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.

5. **Survey Forgery (If applicable):** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever signed and sealed surveys for which your Company/Corporation/Partnership has not actively participated in the production thereof; or been investigated by the New York Department of State for such activity? If so, describe the circumstances in detail.

6. **Conflicts of Interest**: disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

(a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

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

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

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

(a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Bidder's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
(b) a letter of credit reference from a recognized bank or financial institution; or
(c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

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

Dated at _____, this _____day of _____, 20_____.

_____

(Signature, if Individual)

By: _____ (Seal, if corporation)

(Signature)

Print Name: _____

(Legal Business Name of Company/Partnership/Corporation)

Print Title: _____

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

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

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

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

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of _____, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

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

_____ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is _____ of _____ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

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

_____ being duly sworn, deposes and says, under penalty of perjury, that he/she is _____ of _____ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of ( ) himself/herself: ( ) said partnership; ( ) said corporation.

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

_____ My commissioner expires: _____

(Notary Public)

NONCOLLUSIVE BIDDING CERTIFICATION

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

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

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

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

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

By: _____ _____

Bidder's Signature | Date

_____ _____

Print Name | Title

_____ _____

Legal Name of Individual or Business Name of Company/Partnership/Corporation | Bidder's Federal Tax Identification # (Do Not Use SS#)

_____ _____

Address | Email Address

[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

----------(**Acknowledgment for Individual**)----------

STATE OF)
ss.:
COUNTY OF)

On _____, 20____ before me personally came_____ to me known, and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, and duly acknowledged to me that s/he executed the same.

_____ My commission expires:_____
(Notary Public)

----------(**Acknowledgment for Partnership**)----------

STATE OF)
ss.:
COUNTY OF)

On _____, 20____ before me personally came_____ to me known, who, by me duly sworn, did depose and say that deponent resides at_____; that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE BIDDING CERTIFICATION.

_____ My commission expires:_____
(Notary Public)

----------(**Acknowledgement for Corporation**)----------

STATE OF)
ss.:
COUNTY OF)

On _____, 20____ before me personally came_____ to me known, who, by me duly sworn, did depose and say that deponent resides at_____ that deponent is the _____ of the corporation described in, and which executed the foregoing NONCOLLUSIVE BIDDING CERTIFICATION, that deponent knows the seal of the corporation, that the seal affixed to the NONCOLLUSIVE BIDDING CERTIFICATION, is the corporate seal, that its was affixed by order of the board of _____ of the corporation; and that deponent signed deponent's name by like order.

_____ My commission expires:_____
(Notary Public)

INSURANCE CERTIFICATION

TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT

INSTRUCTIONS:

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

(a) **Commercial General Liability/Automobile Liability**: ACCORD-25 FORM.

(b) **Worker's Compensation**: Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.

(c) **Disability Benefits Insurance**: Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.

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

_____

(Name and Address of Bidder)

_____

_____

Name of Bid: _____Bid Number:_____

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

Insurance Carrier (Commercial General Liability):

_____

Policy Number(s):

_____

(2) Worker's Compensation:

Insurance Carrier: _____ Policy Number(s):_____

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

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

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

Authorized Insurance Agent's Signature and Title:

_____

Name, Insurance Affiliation and Address:

_____ Dated_____

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA FORM

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

Note: **This acknowledgement shall be signed by the person executing the Statement of Understanding. Insert additional pages, as necessary.**

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID/PROPOSAL/CONTRACT.**

ACKNOWLEDGEMENT: _____

***IMPORTANT NOTICE*:**

THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL BIDDERS. IF NO ADDENDA ARE RECEIVED, CHECK THE "NO ADDENDUM" BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.

THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLWDGEMENT OF RECIEPT OF ADDENDA FORM

New York State Department of Labor Wage Rate Schedule(s)
*For public work or building services as defined by Articles 8 and 9 of the New York State Labor Law.

I_____(bidder/proposer) have read, understand, and agree to pay all the employees in accordance with Section 15 of the General Conditions, and the prevailing wage rates established by the New York State Department of Labor, annexed hereto and made part hereof as Schedule 'A".

_____
Name of Bidder/Proposer
Title

PRC # 2016004404, dated 5-5-2016
TNH020-2016-Fire Extinguishers
Most relevant trades are electrician, electrician maintenance, steamfitter maintenance

Town of North Hempstead
Department of Administrative Services- Purchasing Division

SCHEDULE A

PRC # 2016004404, dated 5-5-2016
TNH020-2016-Fire Extinguishers
Most relevant trades are electrician, electrician maintenance, steamfitter maintenance

Town of North Hempstead
Department of Administrative Services- Purchasing Division

Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Town of North Hempstead

Maria Gomes, Procurement Coordinator
220 Plandome Road
Manhasset NY 11030

Schedule Year	2015 through 2016
Date Requested	05/05/2016
PRC#	2016004404

Location	various
Project ID#	
Project Type	Fire Extinguishers

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2015 through June 2016. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.state.ny.us. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "4 Day / 10 Hour Work Schedule" form (PW 30R).

Wages and Supplements

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

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

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

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

Andrew M. Cuomo, Governor

Mario J. Musolino, Acting, Commissioner

Town of North Hempstead

Maria Gomes, Procurement Coordinator
220 Plandome Road
Manhasset NY 11030

Schedule Year	2015 through 2016
Date Requested	05/05/2016
PRC#	2016004404

Location	various
Project ID#	
Project Type	Fire Extinguishers

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: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:

[ ] (01) General Construction
[ ] (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 12240

IMPORTANT NOTICE

FOR

CONTRACTORS & CONTRACTING AGENCIES

Social Security Numbers on Certified Payrolls

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

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

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

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

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1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Construction Industry
Fair Play Act

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

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

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

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov.

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

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

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

The law says that you are an employee unless:

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

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

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

Employee rights. If you are an employee:

- You are entitled to state and federal worker protections such as
  - unemployment benefits, if unemployed through no fault of your own, able to work, and otherwise qualified
  - workers' compensation benefits for on-the-job injuries
  - payment for wages earned, minimum wage, and overtime (under certain conditions)
  - prevailing wages on public work projects
  - the provisions of the National Labor Relations Act and
  - a safe work environment
- It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor*:*

- You must pay all taxes required by New York State and Federal Law.

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

- **Civil Penalty** — First Offense: up to $2,500 per employee.
  Subsequent Offense(s): up to $5,000 per employee.

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

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

Employer Name:

IA 999 (09/10)

WORKER NOTIFICATION

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

Effective February 24, 2008

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

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

(11.11)

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: www.labor.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

OSHA 10-hour Construction

Safety and Health Course – S1537-A

Effective July 18, 2008

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

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

Where to find OSHA 10-hour Construction Course

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

   www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm

2. OSHA Training Institute Education Centers:

   Rochester Institute of Technology OSHA Education Center
   Rochester, NY
   Donna Winter
   Fax (585) 475-6292
   e-mail: dlwtpo@rit.edu
   (866) 385-7470 Ext. 2919
   www.rit.edu/~outreach/course.php3?CourseID=54

   Atlantic OSHA Training Center
   UMDNJ – School of Public Health
   Piscataway, NJ
   Janet Crooks
   Fax (732) 235-9460
   e-mail: crooksje@umdnj.edu
   (732) 235-9455
   https://ophp.umdnj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~

   Atlantic OSHA Training Center
   University at Buffalo
   Buffalo, New York
   Joe Syracuse
   Fax (716) 829-2806
   e-mail:mailto:japs@buffalo.edu
   (716) 829-2125
   http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

   Keene State College
   Manchester, NH
   Leslie Singleton
   e-mail: lsingletin@keene.edu
   (800) 449-6742
   www.keene.edu/courses/print/courses_osha.cfm

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

   www.OutreachTrainers.org

Requirements for OSHA 10 Compliance

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

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS Reform 2008

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

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from $50,000 to: $3 million in Bronx, Kings, New York, Queens and Richmond counties; $1.5 million in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

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

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

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

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

- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

IMPORTANT INFORMATION

Regarding Use of Form PW30R

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

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

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

AND

You MUST register your intent to work 4 / 10 hour days, by completing the PW30R Form.

REMEMBER…

The '4 Day / 10 Hour Work Schedule' applies ONLY to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

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

Instructions for Completing Form PW30R

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

Before completing Form PW30R check to be sure …

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

Instructions (Type or Print legibly):

Contractor Information:

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

Project Information:

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

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

Requestor Information:

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

Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 -***OR -***
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870

New York State Department of Labor
Bureau of Public Work
W. Averell Harriman State Office Campus
Building 12 - Room 130
Albany, New York 12240
Phone - (518) 457-5589 Fax - (518) 485-1870

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

Before completing Form PW30R check to be sure …
There is a *Dispensation of Hours* in place on the project.
The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

Please Type or Print the Requested Information

When completed …
Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240
-or-
Fax to NYSDOL Bureau of Public Work at (518) 485-1870

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number _____ Fax Number: _____ Email Address: _____

Contact Person: _____

Phone No: _____ Fax No: _____ Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location of Project: _____ County: _____

(If you are Subcontractor)
Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule: *(Choose all that apply on Job Classification Checklist - Pages 2 & 3)*
**** Do not write in any additional Classifications or Counties****

Requestor Information

Name: _____

Title: _____ Date : _____

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

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

Job Classification Checklist

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

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

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

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	86	26, 28	19, 35, 37, 59, 61	☐
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59	☐
Electrician	910	10, 16, 17, 23, 25, 45		☐
Electrician Lineman	1049Line/Gas	30, 41, 52		☐
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249a West	60		☐
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		☐
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56		☐
Electrical Lineman	1249aWestLT	60		☐
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	☐
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		☐
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		☐
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		☐
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	☐
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		☐
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		☐
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		☐
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		☐
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38		☐
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		☐
Laborers - Building	322-2H	17, 23, 25, 45		☐
Laborers - Building	785(7)	4	9, 13, 54	☐

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	☐
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		☐
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	☐
Laborers Heavy & Highway	785(7)	4	9, 13, 54	☐
Laborer - Heavy & Highway	785HH-CS	8, 51	49	☐
Laborer - Building	621b	2, 7	5	☐
Laborer - Residential	621r	2, 7	5	☐
Mason-Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		☐
Mason-Building	2TS.2	22, 23, 25, 33, 45	27	☐
Mason-Building	2TS.3	6, 34, 38	27	☐
Mason-Building	2b-on	34		☐
Mason-Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	☐
Mason-Building	2b.2	22, 33	25	☐
Mason-Building	2b.3	6, 34	27	☐
Mason-Building	2b.4	38		☐
Mason-Building	2b.5	23	25	☐
Mason-Building	2b.6	45		☐
Mason-Building	2b.8	10, 16, 17	57	☐
Mason-Building	3b-Co-Z2	8, 49, 51	2	☐
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		☐
Mason-Building	3B-Ith-Z2	12, 55		☐
Mason-Building	3B-Jam-Z2	7	2, 5	☐
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	5	☐
Mason-Building	3B-Z3	15, 32	5	☐

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Building	3B-Z3.Orleans	37		☐
Mason-Residential	3B-Z3R	15, 32	5	☐
Mason-Residential	3B-Z3R.Orleans	37		☐
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	☐
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	☐
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	☐
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		☐
Mason-Tile Setter	3TS-Z2	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	☐
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	☐
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		☐
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	☐
Operating Engineer - Heavy& Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	☐
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		☐
Painter	150	28, 59, 62	26, 35	☐
Painter	178 B	4, 9, 54		☐
Painter	178 E	8, 49	51	☐
Painter	178 I	12, 55		☐
Painter	178 O	13, 39		☐
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	☐

Job Classification Checklist

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

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

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

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for paid holidays on which no work is performed.

Effective Dates

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

Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3

Electrical (Outside) Lineman	1:1,1:2
Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

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

Nassau County General Construction

Asbestos Worker 05/01/2016

JOB DESCRIPTION Asbestos Worker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015	08/01/2015
Abestos Worker Removal & Abatement Only*	$ 45.00	$ 44.00

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

SUPPLEMENTAL BENEFITS
Per Hour:

Abestos Worker Removal & Abatement Only	$ 7.20	$ 8.70

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

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

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

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

SUPPLEMENTAL BENEFIT
Per Hour:

Apprentice Removal & Abatement	$ 7.20	$ 8.70

4-12a - Removal Only

Boilermaker 05/01/2016

JOB DESCRIPTION Boilermaker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015
Boilermaker	$ 51.56
Repairs & Renovations	$ 51.56

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Boilermaker Repairs & Renovations	32% of hourly Wage Paid + $25.19

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

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

OVERTIME PAY
OVERTIME PAY
See (D, O) on OVERTIME PAGE
HOLIDAY
Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 12, 15, 25) on HOLIDAY PAGE
NOTE: *Employee must work in pay week to receive Holiday Pay.
**Boilermarker gets 4 times the hourly wage rate for working on Labor Day.
***Repairs & Renovation see (B,E,Q) on HOLIDAY PAGE

HOLIDAY

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

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%

Supplemental Benefits Per Hour:

Apprentice(s)	07/01/2015 32% of Hourly Wage Paid Plus Amount Below
1st Term	$ 19.27
2nd Term	20.11
3rd Term	20.95
4th Term	21.80
5th Term	22.65
6th Term	23.49
7th Term	24.33

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

4-5

Carpenter 05/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per hour: 07/01/2015

Piledriver	$ 50.50
Dockbuilder	$ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 47.03

OVERTIME PAY
See (B, E2, O) on OVERTIME PAGE

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

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES
Wages per hour
(1)year terms:

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

Supplemental benefits per hour:

Apprentices	$ 31.90

8-1556 Db

Carpenter 05/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

PARTIAL COUNTIES
Orange: The area lying on Southern side of Orange County demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle, continue North on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W, then east on County Road 107 to Route 32, then north on Route 32 to Orrs Mills Rd, then west on Orrs Mills Rd to Route 94, continue west and south on Route 94 to the Town of Chester, to the intersection of Kings Highway, continue south on Kings Highway to Bellvale Rd, west on Bellvale Rd to Bellvale Lakes Rd, then south on Bellvale Lakes Rd to Kain Rd, southeast on Kain Rd to Route 17A, then north and southeast along Route 17A to Route 210, then follow Route 210 to NJ Border.

WAGES

Per hour:	07/01/2015
Carpet/Resilient Floor Coverer	$ 49.88

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

SUPPLEMENTAL BENEFITS
Per hour paid:

Floor Coverer	$ 44.07

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

HOLIDAY

Paid:	See (18, 19)on HOLIDAY PAGE.
Paid: for 1st & 2nd yr. Apprentices	See (5,6,11,13,16,18,19,25)
Overtime:	See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES
Wage per hour is Pecentage of Journeyworkers Wage

(1) year terms:

1st.	2nd.	3rd.	4th.
$19.95	$24.94	$32.42	$39.90

Supplemental benefits per hour:

$ 30.22

8-2287

Carpenter 05/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES

Per Hour:	07/01/2015
Marine Construction:	
Marine Diver	$ 61.30
Marine Tender	43.45

SUPPLEMENTAL BENEFITS
Per Hour Paid:

Journeyman	$ 46.09

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

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

8-1456MC

Carpenter 05/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per hour: 07/01/2015

Building
Millwright $ 48.44
+ Additional
$ 2.40

SUPPLEMENTAL BENEFITS
Per hour paid:

Millwright $ 50.49

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

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

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

* must show up to work

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers wage:

(1) year terms:

1st.	2nd.	3rd.	4th.
$26.64	$31.49	$36.33	$46.02

Supplemental benefits per hour paid:

(1) year terms:

1st.	2nd.	3rd.	4th.
$32.81	$36.15	$40.63	$46.21

8-740.1

Carpenter 05/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

WAGES
Per Hour:
07/01/2015

Timberman $ 45.60

SUPPLEMENTAL BENEFITS
Per Hour:
07/01/2015

$ 47.05

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

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

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES
Wages per hour:
(1) year terms:

1st	2nd	3rd	4th
$18.24	$22.80	$29.64	$36.48

Supplemental benefits per hour:
$ 31.92

8-1556 Tm

Carpenter 05/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

PARTIAL COUNTIES
Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.
Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2015	10/17/2015
Core Drilling:		
Driller	$ 36.82	+ Additional $ 2.21
Driller Helper	$ 29.44	+ Additional $ 1.94

Additional Helpers: One (1) year increments. This is not an apprenticeship for Driller:

Helper 1st year	$ 20.61
Helper 2nd year	23.55
Helper 3rd year	26.50
Helper 4th year	29.44

Note: Hazardous Waste Pay Differential:
For Level C, an additional 10% above wage rate per hour
For Level B, an additional 10% above wage rate per hour
For Level A, an additional 10% above wage rate per hour
Note: When required to work on water: an additional $ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	10/17/2015
Driller and All Helpers	$ 22.79	$ 22.79

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

HOLIDAY
Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter 05/01/2016

JOB DESCRIPTION Carpenter **DISTRICT** 8

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

PARTIAL COUNTIES
Nassau: That portion of the county that lies west of Seaford Creekand south of the Southern State Parkway.

WAGES

Per hour: 07/01/2015

Show Exibit/
Carpenter $ 50.50

SUPPLEMENTAL BENEFITS
Per hour paid:

Show Exibit/
Carpenter $ 46.26

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

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

Paid:for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES
Wages per hour is Pecentage of Journeyworkers Wage

(1) year terms:

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

Supplemental benefits per hour:
Apprentices $ 31.52

8-EXHIB

Carpenter - Building 05/01/2016

JOB DESCRIPTION Carpenter - Building **DISTRICT** 8

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

PARTIAL COUNTIES
Nassau: Work preformed south of the Southern State Parkway and west of the Seaford Creek.

WAGES

Per hour:	07/01/2015	07/01/2016
Building:		
Carpenter	$ 50.50	Additional $ 2.40

SUPPLEMENTAL BENEFITS
Per hour paid:

Building:
Carpenter $ 45.85

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

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

Paid: for 1st & 2nd yr.
Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES
Wage per hour:

(1) year terms:

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

Supplemental benefits per hour for all Apprentices:

Building	$ 31.11

8-NYC Bldg.

Carpenter - Building / Heavy&Highway 05/01/2016

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

ENTIRE COUNTIES
Suffolk

PARTIAL COUNTIES
Nassau: Work performed "North of Southern State Parkway and East of Seaford Creek"

WAGES

Per Hour:	07/01/2015
Carpenter (Building)	$ 48.62
Carpenter (Heavy Highway)	$ 48.62

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

SUPPLEMENTAL BENEFITS
Per Hour:

Both Carpenter Categories	$ 30.87

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

HOLIDAY

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

REGISTERED APPRENTICES
One(1) Year Terms at the following:
Per Hour:

1st	2nd	3rd	4th
$ 19.06	$ 25.16	$ 29.22	$ 33.04

Supplemental Benefits
Per Hour:

All Terms:	$ 17.85

4-Reg.Council Nass/Suff

Electrician 05/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	04/30/2016
Telephone and Intergrated Tele-Data System Electrician	$ 36.58	$ 36.78

This rate classification applies to ALL Voice, Data & Video work.: Excluding Fire Alarm Systems and Energy Managment Systems (HVAC Controls), in those cases the regular Electrician rate applies. To ensure proper use of this rate please call Nassau Offices at (516)228-3915 or Suffolk Offices at (631)687-4882.

SUPPLEMENTAL BENEFITS
Per Hour:

Tele-Data Electrican	16% of Hourly Wage Paid + $16.96	16% Of Hourly Wage Paid + $17.33

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

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

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

4-25tela

Electrician 05/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	04/30/2016
Electrician		
Electrical Maintenance	$ 41.45	$ 42.20

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician	12% of Hourly Wage Paid + $ 16.42	12% of Hourly Wage Paid + $ 16.83

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

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

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

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

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

Supplemental Benefits:

	Apprentices Hired Prior to 04/26/2014		Apprentices Hired After 04/26/2014	
	07/01/2015	04/30/2016	07/01/2015	04/30/2016
1st	12% + $9.90	12% + $9.90	3% + $3.50	3% + $3.50
2nd	12% + $10.79	12% + $10.79	8% + $4.04	8% + $4.04
3rd	12% + $11.70	12% + $11.70	9% + $5.06	9% + $5.06
4th	12% + $12.59	12% + $12.59	10% + $6.81	10% + $6.81
5th	12% + $13.48	12% + $13.48	11% + $10.76	11% + $10.76
6th	12% + $13.66	12% + $13.86	DNA	DNA

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

4-25m

Electrician 05/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015
Electrician	
Pump & Tank	$ 40.05

SUPPLEMENTAL BENEFITS
Per Hour:

Electrician	
Pump & Tank	65.25% of *Wage Paid

*Wage Paid includes any and all Premiums

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

HOLIDAY

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

REGISTERED APPRENTICES
1 Year Terms at the Following:

Per Hour:

1st Term	$ 12.02
2nd Term	$ 16.02
3rd Term	$ 20.02
4th Term	$ 24.03
5th Term	$ 28.04
6th Term	$ 34.04

SUPPLEMENTAL BENEFITS

Per Hour:

All Terms	65.25% of *Wage Paid

*Wage Paid includes any and all Premiums

4-25 Pump & Tank

Electrician 05/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015
Electrician/Wireman	$ 50.45
HVAC Controls	50.45
Fire Alarms	50.45

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Electrcian/Wireman (all catagories)	16% of Hourly Wage Paid + $23.07

NOTE: "Hourly Wage Paid" shall include any and all premium[s]

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

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

REGISTERED APPRENTICES
One(1) Year Terms at the following Percetage of Journeyman(s) Wage:

Apprentices with start dates PRIOR TO 10/02/2010:

4th	5th	6th
50%	60%	70%

Apprentices with start dates AFTER 10/02/2010:

1st	2nd	3rd	4th	5th	6th
35%	40%	45%	55%	65%	75%

Supplemental Benefits Per Hour:

	Apprentices Hired Prior to 10/02/2010	Apprentices Hired After 10/02/2010
	07/01/2015	07/01/2015
1st	0% + $0.00	3% + $2.71
2nd	0% + $0.00	8% + $4.08
3rd	0% + $0.00	9% + $4.95
4th	16% + $11.52	10% + $6.99
5th	16% + $13.83	13% + $10.64
6th	16% + $16.14	14% + $17.05

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

4-25

Electrician 05/01/2016

JOB DESCRIPTION Electrician **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	04/04/2016
Tree Trimmer/Remover Line Clearance Specialist	$ 30.84	$31.77
Ground Mean (Not to Exceed 20% of Work Force)	$18.80	$19.06

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

All tree removal for heavy highway or building construction contracts MUST use Heavy Highway Laborer and Operating Engineer classifications.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	04/04/2016
Tree Trimmer/Remover Line Clearance Specialist and Ground Man	19.25% of Hourly Wage Paid + $8.75	19.50% of Hourly Wage Paid + $9.41

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

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

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

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

4-1049/Tree

Electrician Lineman 05/01/2016

JOB DESCRIPTION Electrician Lineman **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Queens, Suffolk

WAGES
For Utility Distribution & Transmission Line Construction:

Per Hour:	07/01/2015
Lineman/Splicer	$ 50.76
Material Man	44.16
Heavy Equip. Operator	40.61
Groundman	30.46
Flagman	22.84

For Natural Gasline Construction:

Per Hour:	07/01/2015	06/01/2016
Journeyman U.G.Mech.	$ 42.69	$ 44.08

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:
Utility Distribution & Transmission Line Construction:

	07/01/2015
All Classifications	31% of Hourly Wage Paid + $ 11.36

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

Natural Gasline Construction:

Per Hour:	07/01/2015	06/01/2016
Journeyman U.G.Mech.	25% of Hourly Wage Paid + $11.16	26% of Hourly Wage Paid + $11.96

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
OVERTIME for Natural Gas Mechanic:(B,G,P)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 23, 25, 26) on HOLIDAY PAGE
Same as Above for natural Gas Mechanic.

REGISTERED APPRENTICES
1000 hour Terms at the following Percentage of Journeyman's Wage.
(Lineman Only)

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFIT:	07/01/2015
All Terms	31% of Hourly Wage Paid + $11.36

4-1049 Line/Gas

Elevator Constructor 05/01/2016

JOB DESCRIPTION Elevator Constructor **DISTRICT** 4

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

PARTIAL COUNTIES
Rockland: Entire County except for the Township of Stony Point
Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES
Per hour:

	07/01/2015	03/17/2016
Elevator Constructor	$ 59.55	$ 60.96
Modernization & Service/Repair	46.92	47.91

SUPPLEMENTAL BENEFITS
Per Hour:

Elevator Constructor	$ 35.17	$ 36.86
Modernization & Service/Repair	34.21	35.87

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

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

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

REGISTERED APPRENTICES
WAGES PER HOUR:
*Note:1st Term is based on Average wage of Constructor & Modernization.
Terms 2 thru 4 Based on Journeyman's wage of classification Working in.

1 YEAR TERMS:

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

SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	$ 28.93	$ 30.44
2nd Term	29.73	31.27
3rd Term	30.94	32.51
4th Term	32.15	33.75
Modernization & Service/Repair		
1st Term	$ 28.85	$ 30.37
2nd Term	29.21	30.73
3rd Term	30.32	31.87
4th Term	31.43	33.02

4-1

Glazier 05/01/2016

JOB DESCRIPTION Glazier **DISTRICT** 8

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

WAGES

Per hour:	07/01/2015	11/01/2015	05/01/2016
Glazier	$ 52.20*	$ 52.80*	+Additional

			$ 1.50
Scaffolding	$ 53.20*	$ 53.80*	+Additional $ 1.50

Scafolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

Repair & Maintenance $ 27.30*

Repair & Maintenance- All repair & maintenance work on a particular building,whenever performed, where the total cumulative contract value is under $121,550

*Additional $ .05 per hour for all regular hours worked

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2015	11/01/2015
Journeyworker	$ 28.04	$ 28.29
Repair & Maintenance	16.14	16.14

OVERTIME PAY

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

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
Paid for the Repair & Maintenance (5, 6, 16 & 25)

REGISTERED APPRENTICES

Wage per hour:
(1) year terms at the following wage rates:

	07/01/2015	11/01/2015
1st term	$ 17.70	$ 17.95
2nd term	25.85	26.20
3rd term	31.19	31.54
4th term	41.71	42.14

Supplemental Benefits:
(Per hour worked)

1st term	$ 13.84	$ 13.99
2nd term	19.10	19.26
3rd term	20.97	21.13
4th term	24.32	24.57

8-1281 (DC9 NYC)

Insulator - Heat & Frost 05/01/2016

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2015	12/28/2015
Insulators Heat & Frost	$ 63.66	$ 63.61

SUPPLEMENTAL BENEFITS

Per Hour:

Insulators Heat & Frost	$ 31.51	$ 32.46

OVERTIME PAY
See (A, D, O, V) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages:

1 year terms at the following percentage of Journymans Wage.

1st	2nd	3rd	4th
40%	60%	70%	80%

Supplemental Benefits per hour:

Apprentice Insulator(s)

1st	$ 12.60	$ 12.98
2nd	18.91	19.48
3rd	22.06	22.72
4th	25.21	25.97

4-12

Ironworker 05/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 4

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

PARTIAL COUNTIES
Rockland: Southern section - south of Convent Road and east of Blue Hills Road.

WAGES
Per hour: 07/01/2015

Reinforcing & Metal Lathing	$ 53.63

SUPPLEMENTAL BENEFITS
Per hour paid:

Reinforcing & Metal Lathing	$ 31.95

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 18, 19, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wage rates:
Wages Per Hour:

1st term	2nd term	3rd term
$ 23.01	$ 28.11	$ 33.21

SUPPLEMENTAL BENIFITS
Per Hour:

1st term	2nd term	3rd term
$ 18.18	$ 18.18	$ 18.18

4-46Reinf

Ironworker 05/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 9

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

WAGES

Per Hour:	07/01/2015	01/01/2016
IRONWORKER:		
Ironworker Rigger	$ 56.09	An Additional $ 1.36
Ironworker Stone Derrickman	$ 56.09	$ 1.36

SUPPLEMENTAL BENEFITS
Ironworker: $ 38.37

OVERTIME PAY
See (B, D1, *E, Q, **V) on OVERTIME PAGE
*Time and one-half shall be paid for all work on Saturday up to eight (8) hours and double time shall be paid for all work thereafter.
** Benefits same premium as wages on Holidays only

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE
*Work stops at schedule lunch break with full day's pay.

REGISTERED APPRENTICES
Wage per hour:

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

	1st	2nd	3rd	4th	5th	6th
07/01/2015	$28.05	$28.05	$39.26	$44.87	$50.48	$50.48

Supplemental benefits:

Per hour paid:	$19.19	$19.19	$28.78	$28.78	$28.78	$28.78

9-197D/R

Ironworker 05/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 4

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

WAGES

Per hour:	07/01/2015	01/01/2016
Ornamental	$43.20	$43.45
Chain Link Fence	43.20	43.45
Guide Rail Installation	43.20	43.45

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker: $48.16 $49.16

OVERTIME PAY
OVERTIME: See (A*,D1,E**,Q,V) on OVERTIME PAGE.

*Time and one-half shall be paid for all work in excess of seven (7) hours at the end of a work day to a maximum of two (2) hours on any regular work day (8th & 9th hours of work) and double time shall be paid for all work thereafter.
**Time and one-half shall be paid for all work on Saturday up to seven (7) hours and double time shall be paid for all work thereafter.

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

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

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

Supplemental Benefits per hour paid:

1st Term	$36.97	$37.74
2nd Term	38.10	38.88
3rd Term	39.22	40.02
4th Term	41.46	42.31
5th Term	43.69	44.59

4-580-Or

Ironworker 05/01/2016

JOB DESCRIPTION Ironworker **DISTRICT** 4

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

WAGES
PER HOUR:

	07/01/2015
Ironworker:	
Structural	$ 48.75
Bridges	
Machinery	

SUPPLEMENTAL BENEFITS
PER HOUR:

Journeyman	$ 67.83

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

* Time and one-half shall be paid for all work in excess of (8) eight hours at the end of a work day to a maximum of two hours on any regular work day (the ninth (9th) and tenth (10th) hours of work)and double time shall be paid for all work thereafter.

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

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

REGISTERED APPRENTICES
WAGES PER HOUR:

6 month terms at the following rate:

1st	$ 25.48
2nd	26.08
3rd - 6th	26.68

Supplemental Benefits
PER HOUR:

All Terms	47.32

4-40/361-Str

Laborer - Building 05/01/2016

JOB DESCRIPTION Laborer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
WAGES

Per Hour:	07/01/2015	07/01/2016
Building Laborer	$ 37.50	Additional $ 2.15/Hr
Asbestos Abatement Workers (Re-Roofing Removal see Roofer)	36.00	

SUPPLEMENTAL BENEFITS
Per Hour:

Building Laborer	$ 27.91
Asbestoes Abatment Worker	15.95

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
See also(H)for Fire Watch on OVERTIME PAGE
Asbestos Worker See (B, H)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 25) on HOLIDAY PAGE
Asbestos Worker see (5,6,8 & 28)

REGISTERED APPRENTICES
Regular Hours Work Terms

Term #1	1 hr to 1000hrs
Term #2	1001hrs to 2000hrs
Term #3	2001hrs to 3000hrs
Term #4	3001hrs to 4000hrs

Wages per hour:

1st Term	$ 17.40
2nd Term	20.13
3rd Term	24.13
4th Term	28.76

Benifits per hour

1st Term	$ 18.15
2nd Term	20.17
3rd Term	21.24
4th Term	21.24

4-66

Laborer - Heavy&Highway **05/01/2016**

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Laborer (Heavy/Highway):
GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.
GROUP # 2: Asphalt Shovelers, Roller Boys and Tampers.
GROUP # 3: Basic Laborer, Power Tool(Jackhammer), Landscape Construction, Traffic Control Personnel(flaggers)

WAGES PER HOUR:

	07/01/2015	06/01/2016
GROUP # 1		
Total Wage Paid	$ 46.76	Additional
"Base Wage"	41.17	$2.95
GROUP # 2		
Total Wage Paid	$ 45.57	Additional
"Base Wage"	39.98	$2.89
GROUP # 3		
Total Wage Paid	$ 41.94	Additional
"Base Wage"	36.35	$2.75

NOTE: "Base Wage" for Premium/Overtime calculation Only. $5.59 is differance between "Base" and "Total"

SUPPLEMENTAL BENEFITS
Per Hour:
ALL GROUPS $ 26.86

After Forty (40)paid
Hours in a work Week

OVERTIME PAY $ 16.66

OVERTIME PAY
OVERTIME PAY
See (B, E2, F) on OVERTIME PAGE
NOTES: Premium/Overtime Pay to be calculated on "Base Wage" only"
Example Group# 3: $36.35 X Time and One Half = $54.52 + $5.59 = $60.12.
Premium Pay of 30% of base wage for all Straight time hours on all New York State, D.O.T. and other Goverment Mandated Off-Shift Work.
Hazardous Material Work add an Additional 10% of base wage

HOLIDAY
HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES
2000 hour(s) Terms at the following Pecentage of the Journeyman's Wage:

1st 0-1999/Hrs	80%
2nd 2000-3999/Hrs	90%

Supplemental Benefits per hour:

All APPRENTICES	$ 26.89
After Forty(40) paid hours in a work Week	$ 16.66

4-1298

Mason 05/01/2016

JOB DESCRIPTION Mason **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2015

Brick/Blocklayer $ 54.81

SUPPLEMENTAL BENEFITS
Per Hour:

Brick/Block Layer $ 23.23

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

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

REGISTERED APPRENTICES
(800 hour) Terms at the following Percentage of Journeyworkers Wage:

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

Supplemental Benefits per hour:

All Apprentices $ 15.95

4-1Brk

Mason - Building 05/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES
Per hour: 07/01/2015 12/07/2015 06/06/2016

Building: An Additional

Tile Finisher	$ 41.98	$ 42.42	$ 0.82

SUPPLEMENTAL BENEFITS
Per Hour:

Journey worker	$ 21.02* plus $ 6.89	$ 20.12* plus $ 8.17

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
* This portion of Supplemental benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

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

9-7/88A-tf

Mason - Building 05/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES
Building:

	07/01/2015	01/01/2016
Wages per hour:		
Mosaic & Terrazzo Mechanic	$ 50.71	$ 51.08
Mosaic & Terrazzo Finisher	49.10	49.47

SUPPLEMENTAL BENEFITS
Journeyworker:
Per hour:

Mosaic & Terrazzo Mechanic	$ 32.36	$ 33.14
Mosaic & Terrazzo Finisher	32.35	33.13

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
Double the rate after 10 hours on Saturday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
Easter Sunday is an observed holiday.Holidays falling on a Saturday will be observed on that Saturday. Holidays falling on a Sunday will be celebrated on the Monday.

REGISTERED APPRENTICES
Wages per hour:
(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2015	$ 25.35	$ 27.87	$ 30.42	$ 32.94	$ 35.49	$ 38.02	$ 43.08	$ 48.16
01/01/2016	25.54	28.09	30.65	33.20	35.76	38.31	43.42	48.53
Supplemental benefits per hour:								
07/01/2015	$ 16.19	$ 17.81	$ 19.42	$ 21.05	$ 22.66	$ 24.28	$ 27.52	$ 30.75
01/01/2016	16.58	18.23	19.89	21.56	23.21	24.86	28.19	31.49

9-7/3

Mason - Building 05/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	01/01/2016
Building-Marble Restoration:		
Marble, Stone & Terrazzo Polisher, etc	$ 39.50	$ 39.73

SUPPLEMENTAL BENEFITS

Per Hour Paid: Journeyworker:		
Building-Marble Restoration:		
Marble, Stone & Polisher	$ 23.88	$ 24.41

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

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

REGISTERED APPRENTICES
WAGES per hour:
(900 hour)terms at the following wages:

	1st 0-900	2nd 901-1800	3rd 1801-2700	4th over 2700
07/01/2015	$ 27.48	$ 31.40	$35.33	$ 39.25
01/01/2016	27.81	31.78	35.76	39.73

Supplemental Benefits Per Hour:

07/01/2015	$ 21.49	$ 22.12	$ 22.75	$ 23.38
01/01/2016	22.32	23.02	23.71	24.41

9-7/24-MP

Mason - Building 05/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Wages:	07/01/2015	01/01/2016
Marble Cutters& Setters	$ 56.53	$ 56.89

SUPPLEMENTAL BENEFITS

Per Hour:		
Journeyworker	$ 31.17	$ 32.06

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

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

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th

1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2015									
$22.61	$25.44	$28.27	$31.09	$33.92	$36.74	$39.57	$42.40	$48.05	$53.70
01/01/2016									
$22.76	$25.60	$28.45	$31.29	$34.13	$36.98	$39.82	$42.67	$48.36	$54.05

Supplemental Benefits per hour paid at the following term:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2015									
$22.87	$23.55	$24.26	$24.95	$25.63	$26.32	$27.03	$27.72	$29.09	$30.48
01/01/2016									
$23.03	$23.72	$24.74	$25.48	$26.20	$26.94	$27.67	$28.41	$29.87	$31.34

9-7/4

Mason - Building 05/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	01/01/2016
Marble, Stone,etc.		
Maintenance Finishers:	$ 21.57	$ 21.76

Note 1: An additional $2.00 per hour for time spent grinding floor using "60 grit" and below.
Note 2: Flaming equipment operator shall be paid an additional $25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:		
Marble, Stone, etc		
Maintenance Finishers:	$ 12.20	$ 12.40

OVERTIME PAY
See (B, *E, Q, V) on OVERTIME PAGE
*Double hourly rate after 8 hours on Saturday

HOLIDAY
Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour: (750 hour)terms at the following percentage of journeyman's wage rate:	07/01/2015	01/01/2016
1st term 0-750	70%	
2nd term 750-1500	74%	
3rd trem 1501-2250	78%	
4th term 2251-3000	82%	
5th term 3001-3750	88%	
6th term 3751-4500	96%	

Supplemental Benefits: Per hour paid		
1st term	$ 11.92	$ 12.31
2nd term	11.93	12.31

3rd term	11.94	12.33
4th term	11.95	12.34
5th term	11.96	12.37
6th term	11.98	12.39

9-7/24M-MF

Mason - Building 05/01/2016

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Nassau, Rockland, Suffolk, Westchester

WAGES

Per hour:	07/01/2015	12/07/2015 Additional
Building:		
Tile Setters	$ 54.31	$ 1.13

SUPPLEMENTAL BENEFITS
Per Hour:

Journey Worker $23.68* plus $2.90

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
* This portion of benefits subject to same premium rate as shown for overtime wages.
Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

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

REGISTERED APPRENTICES
Wage per hour:

Tile Setters:
(750 hour) term at the following wage rate:

Term: 1st 1-750	2nd 751-1500	3rd 1501-2250	4th 2251-3000	5th 3001-3750	6th 3751-4500	7th 4501-5250	8th 5251 6000	9th 6001-6750	10th 6750-7500
$27.45	$30.71	$34.96	$39.98	$41.99	$44.96	$46.70	$50.45	$52.61	$53.58

Supplemental Benefits per hour:

1st term	$14.70* plus $0.72	6th term	$17.85* plus $1.51
2nd term	$15.70* plus $0.76	7th term	$16.10* plus $5.81
3rd term	$15.70* plus $0.80	8th term	$16.60* plus $5.85
4th term	$16.60* plus $1.17	9th term	$18.35* plus $6.22
5th term	$16.85* plus $1.19	10th term	$21.62* plus $6.27

9-7/52A

Mason - Building / Heavy&Highway 05/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

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

WAGES
WAGES

NOTE: Shall include but not limited to Precast concrete slabs (London Walks)
Marble and Granite pavers 2'x 2' or larger.
Per Hour:

	07/01/2015
Stone Setter	$59.14
Stone Tender	$41.11

SUPPLEMENTAL BENEFITS
Per Hour:

Stone Setter	$ 28.10
Stone Tender	18.37

OVERTIME PAY
See (*C, **E, Q) on OVERTIME PAGE
* On weekdays the eighth (8th) and ninth (9th) hours are time and one-half all work thereafter is paid at double the hourly rate.
** The first nine (9) hours on Saturday is paid at time and one-half all work thereafter is paid at double the hourly rate.

HOLIDAY
Paid: See (*18) on HOLIDAY PAGE
Overtime: See (5, 6, 10) on HOLIDAY PAGE
Paid: *Must work First 1/2.

REGISTERED APPRENTICES
Per Hour:

Stone Setter(800 hour) terms at the following Percentage of
Stone Setters wage rate per hour:

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

Supplemental Benefits:
All Apprentices $18.31

4-1Stn

Mason - Building / Heavy&Highway 05/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 9

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

WAGES

Per hour:	07/01/2015	01/01/2016
Marble-Finisher	$ 45.08	$ 45.35

SUPPLEMENTAL BENEFITS
Journeyworker:
per hour paid

Marble- Finisher	$ 30.41	$ 31.04

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

HOLIDAY
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE
* Work beyond 8 hours on a Saturday shall be paid at double the rate.
** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Building / Heavy&Highway 05/01/2016

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015
Cement Mason	$ 45.88

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday. Any make-up day must be paid at the premium rate.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per Hour:

Cement Mason	$ 32.80

OVERTIME PAY
See (*B1, E2, **Q, ***V) on OVERTIME PAGE
* Applies to 9th and 10th hours on Saturday
** "Holidays" only for Building Construction
*** Additional $10.18 to be added to all Time and a Half hours paid

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

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

1st Term	50%
2nd Term	60%
3rd Term	70%

Supplement Benefits per hour paid:

1st Term	$ 16.40
2nd Term	19.68
3rd Term	25.99

4-780

Mason - Heavy&Highway 05/01/2016

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 4

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

WAGES
Per Hour: 07/01/2015

Pointer, Caulkers & Cleaners	$ 47.41

SUPPLEMENTAL BENEFITS
Per Hour:

Pointer, Cleaners & Caulkers	$ 24.60

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Wages per hour:

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

1st	2nd	3rd	4th
$ 25.01	$ 27.25	$ 32.24	$ 38.66

Apprentices Supplemental Benefits:
(per hour paid)

$ 4.75	$ 9.70	$ 12.45	$ 12.45

4-1PCC

Operating Engineer - Building 05/01/2016

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

BUILDING CATEGORIES:

CLASS " AA "CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane & Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 upto & over 150,000lbs),Boiler, Boring Machine, Cherry Picker(over 70 tons), Concrete Pump, Gradall, Grader, Hoist, Loading Machine(10 yds. or more), Milling Machine, Power Winch-Stone Setting/Structural Steel & Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scraper in Tandem, Steam Shovel, Sideboom Tractor, Stone Spreader(selfpropelled), Tank Work, Tower Crane Engineer.

CLASS "B":
Backhoe(other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 Tons), Conveyor-Multi, Dinkey Locomotive, Fork Lift, Hoist(2 Drum), Loading Machine & Front Loader, Mulch Machine(Machine Fed), Power Wincher(Not Included in Class "A"), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scaper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane,Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":
Concrete Saw/Cutter/Breaker, Curb Machine(asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi Mixer, Pumps(all), Roller(dirt), Vac-All(Truck), Jet Pump(Truck), Interior Hoist, Concrete Finish Machine, Concrete Spreader, Hoist(one drum).

CLASS "D":
Breaker, Conveyer, Curing Machine, Fork Lift or Walk Behind (power operated), Generator, Hydra Hammer, Compactors(mechanical or hand operated), Pin Puller, Portable Heaters, Power Booms, Power Buggies, Pump(double action diaphragm), Ridge Cutter, Robotic Unit Operator, Shot Blaster.

CLASS "E":
Batching Plant, Generator, Grinder, Mixer, Mulching Machine, Oiler, Pump(gypsum), Pump(single action diaphragm), Stump Chipper, Track Tamper, Tractor(caterpiller or wheel), Vibrator, Deckhand on Workboat, Trenching Machine(Hand).

	07/01/2015	06/01/2016
		Additional
Class "AA"	$ 70.75	$ 3.03/Hr
Cranes: Boom length over 100 feet add $ 1.00 per hour		
" " " 150 " " $ 1.50 " "		
" " " 250 " " $ 2.00 " "		
" " " 350 " " $ 3.00 " "		
		Additional
Class "A"	$ 58.90	$ 2.80/Hr
Add $3.50 for Hazardous Waste Work		
Class "B"	$ 55.91	$ 2.68/Hr
Add $2.50 for Hazardous Waste Work		
Class "C"	$ 53.91	$ 2.62/Hr
Add $1.50 for Hazardous Waste Work		
Class "D"	$ 47.45	$ 0.00
Add $1.00 for Hazardous Waste Work		
Class "E"	$ 45.50	$ 0.00

SUPPLEMENTAL BENEFITS

Per Hour:

All Classes	$ 33.55
Overtime Rate	24.35

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
"NOTE" Employee must be Employed day before
and day after Holiday to recieve Holiday Pay.

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

1st Term	$ 20.84
2nd Term	21.67
3rd Term	22.33

Supplemental Benefits per hour:

All Apprentices	$ 15.64
Overtime Rate	5.60

4-138

Operating Engineer - Building / Heavy&Highway 05/01/2016

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	08/01/2015
Well Driller	$ 34.50	$ 35.19
Well Driller Helper	$ 30.20	$ 30.80

Hazardous Waste Differential
Added to Hourly Wage:

Level A	$ 3.00
Level B	2.00
Level C	1.00

Monitoring Well Work
Add to Hourly Wage:

Level A	$ 3.00
Level B	2.00

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Well Driller & Helper	$ 10% of straight time rate plus $ 10.95

Additional $ 3.50 for Premium Time

OVERTIME PAY
See (B, E, G, P) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES
Apprentices at 12 Month Terms

Wages Per Hour:	07/01/2015
1st Term	$ 20.84
2nd Term	$ 21.67
3rd Term	$ 22.33

SUPPLEMENTAL BENIFITS
Per Hour:

1st Term	10% of Wage + $ 5.10
2nd Term	10% of Wage + $ 5.60
3rd Term	10% of Wage + $ 6.60

BENEFITS AT PREMIUM TIME
Per Hour:

1st Term	10% of Wage + $ 5.85

2nd Term	10% of Wage + $ 6.60
3rd Term	10% of Wage + $ 8.10

4-138well

Operating Engineer - Heavy&Highway 05/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Party Chief - One who directs a survey party
Instrument Man - One who runs the instrument and assists Party Chief
Rodman - One who holds the rod and in general, assists the survey party
Categories cover GPS & Under Ground Surveying

Per Hour:	07/01/2015	07/01/2016
Heavy Highway/Building		Additional
Party Chief	$ 64.08	$ 2.73
Instrument Man	48.84	2.30
Rodman	41.88	2.10

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Highway/Building	$ 32.45
Premium*:	
Heavy Highway/Building	$ 48.67
Premium**:	
Heavy Highway/Building	$ 64.90

* Applies to instances where 1-1/2 regular rate are paid
**Applies to instances where 2 times the rate are paid.

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
* Doubletime paid on the 9th hour on Saturday.

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

4-15D-N/S co.

Operating Engineer - Heavy&Highway 05/01/2016

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
HEAVY/HIGHWAY CATEGORIES:

CLASS "AA" CRANES:
Crane, Truck Crane, Derrick, Dragline, Dredge, Crawler Crane, Tower Crane, Pile Driver.

CLASS "A":
Asphalt Spreader, Backhoe Crawler/Hydraulic Excavator(360 up to & over 150,000lbs), Barrier Machine, Cherrypicker(over 70 tons), Concrete Pump, Grader, Gradall, Hoist, Loading Machine(bucket 10 yds. or more), Laser Screed, Milling Machine(Large), Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Road Paver, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Stone Spreader(self propelled), Striping Machine(long line/truck mounted), Tree Graple, Tank Work, Track Alignment Machine.

CLASS "B":
Backhoe(other than 360), Boom Truck, Bulldozer, Boring Machine/Auger, Cherry Picker(under 70 tons), Conveyor-Multi, Post Hole-Auger, Fork Lift, Hoist(2 drum), Loading Machine & Front Loader, Mulch Machine(machine fed), Power Wincher(all others not included in class A), Asphalt Roller, Hydraulic Pump with Boring Machine, Scoop, Carryall/Scraper, Skid Loader/Skid Steer, Maintenance Man on Tower Crane, Trenching Machine, Vermeer Cutter, Work Boat.

CLASS "C":
Concrete Saw/Cutter/Breaker, Curb Machine(Asphalt & Concrete), Maintenance Engineer(Small Equip. & Well Point), Field Mechanic, Milling Machine(Small), Pulvi Mixer, Pumps(Hydralic & 4in or over), Roller(Dirt), Vac-All (Truck), Jet Pump (Truck),Power Winch (Truck Mounted), Compressor(Structural Steel & 2 or more Batteries), Concrete Finish Machine, Concrete Spreader, Fireman, Hoist (One Drum),Welding Machine(Structural Steel & Pile Work).

CLASS "D":
Compressor(Pile,Crane,Stone Setting), Concrete Saw Cutter/ Breaker, Work Lift (Walk Behind,Power Operated), Generator(Pile Work),Hydra Hammer, Hand Operated Compactor, Pin Puller, Portable Heater, Powered Broom/Buggy/Grinder, Pum(Single)Action-1 to 3 Inches/Gypsum/Double Action Diaphragm), Welding Machine, Robotic Units, Hand Line Striper, Boiler(Thermoplastic), Ridge Cutter, Shot Blaster, Conveyor, Curing Machine.

CLASS "E":
Batching Plant(On Job Site), Compressor, Generator, Grinder, Mixer, Mulching Machine(Hand Feed), Oiler, Pumps(Single action up to 3 In.), Root Cutter, Stump Chipper, Oiler on Tower Crane, Trenching Machine(Hand,walk behind), Track Tamper, Tractor, Vibrator, Deckhand on Work Boat.

	07/01/2015	06/01/2016
		Additional
Class "AA"	$ 70.07	$3.03
Cranes: Boom Length over 100 feet add $ 1.00 per hour		
" " " 150 " " $ 1.50 " "		
" " " 250 " " $ 2.00 " "		
" " " 350 " " $ 3.00 " "		
		Additional
Class "A"	$ 62.07*	$ 2.80
*Add $3.50 for Hazardous Waste Work.		
Class "B"	$ 58.03*	$ 2.68
*Add $2.50 for Hazardous Waste Work.		
Class "C"	$ 55.98*	$ 2.62
*Add $1.50 for Hazardous Waste Work		
Class "D"	$ 49.35	$ 0.00
*Add $1.00 for Hazardous Waste Work		
Class "E"	$ 47.39	$ 0.00

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

SUPPLEMENTAL BENEFITS
Per Hour:

ALL CLASSES	$ 33.80
Note: OVERTIME AMOUNT	$ 24.35

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 7, 8) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 8) on HOLIDAY PAGE
"Note" Employee must be employed day before and day after a holiday to receive holiday pay.

REGISTERED APPRENTICES
Wage per hour:
REGISTERED APPRENTICES
One(1) Year Terms at the following Rate:

1st Term	$ 20.84
2nd Term	21.67
3rd Term	22.33

SUPPLEMENTAL BENEFITS:

APPRENTICES	$ 15.64
Note: Overtime Amount	$ 5.60

4-138

Operating Engineer - Marine Construction 05/01/2016

JOB DESCRIPTION Operating Engineer - Marine Construction **DISTRICT** 4

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

WAGES
Per Hour:

DREDGING OPERATIONS	07/01/2015
CLASS A	
Operator, Leverman, Lead Dredgeman	$ 35.63
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B	
Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	$ 30.81
Certified Welder, Boat Operator(licensed)	$ 29.01
CLASS C	
Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	$ 28.22
Welder (please add)$ 0.06	
Boat Operator	$ 27.30
CLASS D	
Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	$ 22.68
Oiler(please add)$ 0.09	

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

	07/01/2015
All Classes A & B	$ 9.99 plus 8% of straight time wage, Overtime hours add $ 0.63
All Class C	$ 9.69 plus 8% of straight time wage, Overtime hours add $ 0.48
All Class D	$ 9.39 plus 8%

of straight time
wage, Overtime hours
add $ 0.33

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

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

4-25a-MarConst

Operating Engineer - Survey Crew - Consulting Engineer 05/01/2016

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 Duchess County lying South of the North City line of Poughkeepsie.

WAGES
Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour:	07/01/2015	07/01/2016
Survey Classifications		An Additional
Party Chief	$ 37.04	$ 2.24
Instrument Man	30.59	1.98
Rodman	26.52	1.82

SUPPLEMENTAL BENEFITS
Per Hour:

All Crew Members: $ 19.10

OVERTIME PAY
OVERTIME:.... See (B, E*, Q, V) ON OVERTIME PAGE.
*Doubletime paid on the 9th hour on Saturday.

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

9-15dconsult

Operating Engineer - Trenchless Pipe Rehab 05/01/2016

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:

	07/01/2015 (SEE)
Robotic Unit Operator	Operator(class D)
Technician/Boiler, Generator	Operator(classes C&D)
AM Liner/Hydra Seal	Laborer(Grp#3)
Hobas Pipe, Polyethyene Pipe or Pull and Inflate Liner	Laborer(Grp#3)

OVERTIME PAY

HOLIDAY

4-138TrchPReh

Painter 05/01/2016

JOB DESCRIPTION Painter **DISTRICT** 8

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

WAGES

Per hour:	07/01/2015
Brush	$ 43.75
Abatement/Removal of lead based or lead containing paint on materials to be repainted.	43.75
Spray & Scaffold	46.75
Fire Escape	46.75
Decorator	46.75
Paperhanger/Wall Coverer	41.08

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015
Paperhanger	$ 29.33
All others	20.97
Premium*	23.47*

*Applies only to "All others" catergory,not paperhanger journeyman.

OVERTIME PAY
See (A, H) on OVERTIME PAGE

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

REGISTERED APPRENTICES
Indentured after 5/31/93 (1) year terms at the following wage rate.
(per hour)

	07/01/2015
Appr 1st term...	$ 16.55
Appr 2nd term...	21.66
Appr 3rd term...	26.24
Appr 4th term...	35.02

Spplemental benefis:
(per Hour worked)

Appr 1st term...	$ 10.23
Appr 2nd term...	12.92
Appr 3rd term...	15.20
Appr 4th term...	19.70

8-NYDC9-B/S

Painter 05/01/2016

JOB DESCRIPTION Painter **DISTRICT** 8

ENTIRE COUNTIES
Putnam, Suffolk, Westchester

PARTIAL COUNTIES

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceaderhurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd.to St.Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAven, Harbour Acres.

WAGES

Per hour:	07/01/2015
Drywall Taper	$ 41.75

SUPPLEMENTAL BENEFITS

Per hour worked:	07/01/2015
Journeyman	$ 20.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE
For Journeyman: Deduct $4.25 from wage rate BEFORE calculating overtime pay.
For Apprentices: Deduct $ 2.44 from 2nd term wage rate, and $ 3.25 from 3rd term wage rate BEFORE calculating overtime pay.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 5, 6, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages(per Hour)	07/01/2015
1500 hour terms at the following wage rate:	
1st term	$ 18.13
2nd term	$ 27.19
3rd term	$ 36.26

Suppemental Benefits per hour:
One year term (1500 hours)at the following dollar amount.

1st year	$ 10.25
2nd year	$ 16.43
3rd year	$ 19.25

8-NYDCT9-DWT

Painter 05/01/2016

JOB DESCRIPTION Painter **DISTRICT** 8

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

PARTIAL COUNTIES
Nassau: Atlantic Beach, Ceaderhurst, East Rockaway,Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave, Rockville is the boundary line up to Lawson Blvd, turning right going west all the above territory. Starting at Union Turnpike &Lakeville Rd going north to northern Blvd. the west side of Lakeville Rd to Northern Blvd. At Northern Blvd doing east the district north of Northern blvd to Port Washington blvd. West of Port Washington blvd to St.Francis Hospital then north of first traffic light to Port Washington & Sands Point, Manor Haven, & Harbour Acres.

WAGES

Per hour:	07/01/2015	12/30/2015	06/29/2016
Drywall Taper	$ 50.48	$ 50.98	$ 51.48

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	12/30/2015	06/29/2016
Journeyworker:	$ 18.97	$ 18.97	$ 18.97

OVERTIME PAY
See (A, H) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 8, 11, 18, 19, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

12 months' terms(year consists of 1500 hours).

	07/01/2015	12/30/2015	06/29/2016
1st year	$ 20.19	$ 20.39	$ 20.59
2nd year	$ 30.29	$ 30.59	$ 30.89
3rd year	$ 40.38	$ 40.78	$ 41.18

Supplemental Benefits per hour worked:

One (1) year term at the following dollar amount:

1st term	$ 10.25	$ 10.25	$ 10.25
2nd term	$ 16.43	$ 16.43	$ 16.43
3rd term	$ 19.25	$ 19.25	$ 19.25

8-NYC9-1974-DWT

Painter - Bridge & Structural Steel 05/01/2016

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour Worked:
STEEL:

Bridge Painting:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
	$ 48.00	$ 49.00
	+ 5.63*	+ 6.13*
From Nov. 16th to April 30th -		
	$ 48.00	$ 49.00
	+ 5.63*	+ 6.13*

*Not subject to overtime and limited to first 40 hours
NOTE: All premium wages are to be calculated on $48.00 or $49.00 per hour only.

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

Power Tool/Spray is an additional $6.00 per hour above hourly rate, whether straight time or overtime

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SUPPLEMENTAL BENEFITS
Per Hour Worked:

Journeyworker:	07/01/2015	10/01/2015
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	$ 28.95	$ 29.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.95	29.70
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

OVERTIME PAY
See (A, F, R) on OVERTIME PAGE

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

REGISTERED APPRENTICES
(Wage per hour Worked):

Apprentices: (1) year terms

	07/01/2015	10/01/2015
1st 90 days	$ 21.45	$ 22.05
1st year after 90 days	21.45	22.05
2nd year	32.18	33.08
3rd year	42.90	44.10

Supplemental Benefits per hour worked:

	07/01/2015	10/01/2015
1st 90 days	$ 8.83	$ 9.23
1st year after 90 days	11.58	11.98
2nd year	17.37	17.97
3rd year	23.16	23.96

8-DC-9/806/155-BrSS

Painter - Line Striping 05/01/2016

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2015
Striping-Machine Operator*	$ 27.11
Linerman Thermoplastic	$ 32.37

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; and there must be a dispensation of hours in place on the project. If the PW30R is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS
Per hour paid: 07/01/2015
Journeyworker:

Striping-Machine operator	$ 14.18
Linerman Thermoplastic	$ 14.55

OVERTIME PAY
See (B, E, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

8-1456-LS

Painter - Metal Polisher 05/01/2016

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

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

WAGES

	07/01/2015	06/01/2016	06/01/2017
Metal Polisher	$ 28.07	$ 28.88	$ 29.73
Metal Polisher**	29.02	29.83	30.68
Metal Poilsher***	31.57	32.38	33.23

**Note: Applies on New Construction & complete renovation
*** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015	06/01/2016	06/01/2017
Journeyworker:			
All classification	$ 9.12	$ 9.26	$ 9.41

OVERTIME PAY
See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2015	06/01/2016
1st year	$ 11.75	$ 11.75
2nd year	13.00	13.00
3rd year	15.75	15.75

Supplentals benefits:
Per hour paid:

1st year	$ 6.26	$6.26
2nd year	6.37	6.37
3rd year	6.51	6.51

8-8A/28A-MP

Plasterer 05/01/2016

JOB DESCRIPTION Plasterer **DISTRICT** 9

ENTIRE COUNTIES
Kings, Nassau, Queens, Suffolk

PARTIAL COUNTIES
New York: Includes work in all islands in New York City, except Manhattan

WAGES
Per hour:

	07/01/2015
Building:	
Plasterer/Traditional	$ 35.53

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 21.80

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 13, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wages:
(per hour)
(1) year terms at the following % of Journeyworkers wage rate:

First year:	
1st 6 months	40%
2nd 6 months	45%
Second year:	
1st 6 months	55%
2nd 6 months	60%
Third year:	
1st 6 months	70%
2nd 6 months	75%

Supplemental Benefits:
(per hour paid):
6 month terms:

1st six months	$ 8.37
2nd six months	$ 9.35
3rd six months	$ 11.35
4th six months	$ 12.33
5th six months	$ 14.33
6th six months	$ 15.33

9-262-Z1

Plumber 05/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour:	07/01/2015	05/10/2016
Plumber/ PUMP & TANK	$ 43.74	$ 43.99

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 22.98	$ 24.23

OVERTIME PAY
See (B, Q, *V) on OVERTIME PAGE
(V) For Sundays & Holidays if Worked Only

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

REGISTERED APPRENTICES
One(1) Year Terms at the Following
Percentage of Journeymans wage:

1st Term	30%
2nd Term	40%
3rd Term	50%
4th Term	60%
5th Term	70%
6th Term	85%

Supplemental Benifits Per Hour:

1st Term	$11.16	12.72
2nd Term	$11.70	13.36

3rd Term	$12.52	13.77
4th Term	$12.90	14.15
5th Term	$16.13	17.38

4-200 Pump & Tank

Plumber 05/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2015	11/01/2015
Plumber	$ 49.48	$ 49.98

SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	$ 35.47	$ 35.97

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

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

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

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

Supplemental Benefits per hour:

	07/01/2015	11/01/2015
1st Term	$ 22.45	$ 23.35
2nd Term	24.26	24.76
3rd Term	25.63	26.13
4th Term	27.12	27.62
5th Term	28.70	29.20

4-200

Plumber 05/01/2016

JOB DESCRIPTION Plumber **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

	07/01/2015
Plumber	
MAINTENANCE ONLY	$ 29.96

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

SUPPLEMENTAL BENEFITS
SUPPLEMENTAL BENEFITS
Per Hour:

Plumber	
Maintenance	$ 13.55

OVERTIME PAY
See (B, J) on OVERTIME PAGE

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

4-200 Maintance

Roofer 05/01/2016

JOB DESCRIPTION Roofer **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES

Per Hour	07/01/2015	10/01/2015
ROOFER/Waterproofer		
Total Wage to be Paid	$ 43.00	$ 43.75
"Base" Wage	39.00**	39.75**

SUPPLEMENTAL BENEFITS
Per Hour:

ROOFER/Waterproofer	$ 27.11	$ 27.86

OVERTIME PAY
Per Hour:
NEW ROOF SEE (B,E,Q)
RE-ROOF SEE (B,E,E2,Q)
NOTE:** Overtime Pay to be calculated on "BASE" Wage then add $4.00.
(Example: $39.00 x time and one half = $58.50 + $4.00 = $62.50)

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 16, 25) on HOLIDAY PAGE

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

1st	2nd	3rd	4th
40%	50%	70%	80%

Supplemental Benefits per hour:

	07/01/2015	10/01/2015
1st Term	$ 7.39	$ 7.68
2nd Term	9.23	9.60
3rd Term	18.70	19.50
4th Term	21.37	22.29

4-154

Sheetmetal Worker 05/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015
Sign Erector	$ 45.60

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Sign Erector	$ 40.25

OVERTIME PAY
See (A, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Per Hour:

6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

SUPPLEMENTAL BENEFITS
Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$11.08	$12.55	$14.04	$15.51	$21.93	$23.86	$26.46	$28.45	$30.42	$32.40

4-137-SE

Sheetmetal Worker 05/01/2016

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015	08/01/2015
Sheetmetal Worker	$ 50.91	$ 51.85
Temporary Operation or Maintenace of Fans	41.52	42.46

SUPPLEMENTAL BENEFITS

Per Hour:		
Sheetmetal Worker	$ 42.60	$ 43.54
Maintenance Worker	42.60	43.54

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

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

REGISTERED APPRENTICES
Per Hour:Wages

Six(6) Month Terms As Follows:

1st Term	$ 17.83	$ 18.19
2nd Term	17.83	18.19
3rd Term	22.91	23.36
4th Term	22.91	23.36
5th Term	28.00	28.54
6th Term	30.55	28.54
7th Term	35.64	36.32
8th Term	38.18	38.90
9th Term	40.73	41.49

Per Hour: Supplemental Benifits

1st Term	$ 15.76	$ 15.98
2nd Term	15.76	15.98
3rd Term	21.80	22.13
4th Term	21.80	22.13
5th Term	25.58	26.03
6th Term	27.49	26.03
7th Term	31.27	31.87
8th Term	33.17	33.85
9th Term	35.07	35.79

Steamfitter **05/01/2016**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015
AC Service/Heat Service Steamfitter Maintenance	$ 39.25

Refrigeration, A/C, Oil Burner and Stoker Service and Repair.
Refrigeration Compressor installation up to 5hp (combined).
Air Condition / Heating Compressor installation up to 10hp (combined).

SUPPLEMENTAL BENEFITS
Per Hour

AC Service/Heat Service Steamfitter Maintenance	$ 10.75

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

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

4-638B-StmFtrRef

Steamfitter **05/01/2016**

JOB DESCRIPTION Steamfitter **DISTRICT** 4

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

WAGES

Per Hour:	07/01/2015
Steam/Sprinkler Fitter	$ 61.06
Temporary Heat & AC	$ 46.42

NOTE: Add 30% to Hourly Wage for "Contracting Agency" Mandated Off Shift Work.

SUPPLEMENTAL BENEFITS
Per Hour:

Steam/Sprinkler Fitter	$ 47.27
Temporary Heat & AC	$ 38.78

OVERTIME PAY
See (C, *D, O, V) on OVERTIME PAGE
(*D) On all HVAC and Mechanical contracts that do not excedd $15,000,000. and on all fire protection/sprinklet contracts that do not exceed $1,500,000.

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

REGISTERED APPRENTICES
1 year Terms at the Following:

WAGES per hour:

1st Term 2nd Term 3rd Term 4th Term 5th Term

$ 24.46	$ 30.56	$ 39.71	$ 48.86	$ 51.91

SUPPLEMENTAL BENEFIT
Per Hour:

1st Term	2nd Term	3rd Term	4th Term	5th Term
$ 19.30	$ 23.92	$ 30.81	$ 37.72	$ 40.02

4-638A-StmSpFtr

Teamster - Asphalt Delivery 05/01/2016

JOB DESCRIPTION Teamster - Asphalt Delivery **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

Heavy Construction Work:
Shall include the supply of Asphalt for construction, improvement and modification of all or any part of Streets, Highways, Bridges, Tunnels,Railroads, Canals, Dams, Airports, Schools, Power Generation Plants, where distance between project and asphalt plant is not more than 50 miles.

TRUCK DRIVER

	07/01/2015
Asphalt Delivery	$ 35.535

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

TRUCK DRIVER

	07/01/2015
Asphalt Delivery	$ 29.94

SUPPLEMENTAL BENEFITS
Per Hour:

Heavy Construction Work
TRUCK DRIVER

	07/01/2015
Asphalt Delivery	$ 41.76

Light Construction Work
TRUCK DRIVER

	07/01/2015
Asphalt Delivery	$ 11.55

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for New York State D.O.T. and or other GOVERNMENTAL MANDATED off shift work.
Note: (B,E,P,T&*U) Apply to Heavy Construction.
Note: (B2,I,T&*U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours worked on holiday.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked; (**25) Paid at Double if Worked.

4-282

Teamster - Building 05/01/2016

JOB DESCRIPTION Teamster - Building **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:
Truck Driver (Building Demolition & Debris)

	07/01/2015
Trailers	$ 29.98
Straight Jobs	$ 29.68

SUPPLEMENTAL BENEFITS
Per Hour:

All Classifications

	07/01/2015
	$ 31.34

OVERTIME PAY
See (B, E, S1) on OVERTIME PAGE

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

4-282

Teamster - Delivery of Concrete 05/01/2016

JOB DESCRIPTION Teamster - Delivery of Concrete **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

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

TRUCK DRIVER

	07/01/2015
Concrete Delivery	$ 37.895

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

TRUCK DRIVER

	07/01/2015
Concrete Delivery	$ 34.945

SUPPLEMENTAL BENEFITS
Per Hour:

	07/01/2015
Heavy Construction Work	
Concrete Delivery	$ 38.275
Light Construction Work	07/01/2015
Concrete Delivery	$ 11.525

OVERTIME PAY
NOTE: Heavy Construction:B2,I
Light Construction:B,E,P

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282ns

Teamster - Heavy&Highway 05/01/2016

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 4

ENTIRE COUNTIES
Nassau, Suffolk

WAGES
Per Hour:

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

	07/01/2015
Site Excavating (Chauffeurs)	$ 35.535

Light Construction Work:
Shall include the construction, improvment and modification of Single & Multi Family Homes, Town Houses, Apartment Buildings, including Driveways, Streets and Curbs within those projects. Parking Lots and Office Buildings.

	07/01/2015
Site Excavating (Chauffeurs)	$ 29.94

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2015
Heavy Construction Work	
Chauffeurs	$ 41.7625
Light Construction Work	
Chauffers	$ 11.55

OVERTIME PAY
See (B, *B2, E, **I, P, ***R, ****U) on OVERTIME PAGE
(NOTE) PREMIUM PAY of 25% on straight time hours for NEW YORK STATE D.O.T. and or other GOVERMENTAL MANDATED off shift work.
Note: (B,E,P,T & *U) Apply to Heavy Construction.
Note: (B2,I,T & *U) Apply to Light Construction.
Note: (*U) Only applies after 8 hours work on holiday

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, *16, **25) on HOLIDAY PAGE
NOTE:(*16) Paid at Double if Worked. (**25) Paid at Double if Worked.

4-282

Welder 05/01/2016

JOB DESCRIPTION Welder **DISTRICT** 1

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

WAGES
Per hour 07/01/2015

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

(S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.

(T) Triple the hourly rate for Holidays, if worked

(U) Four times the hourly rate for Holidays, if worked

(V) Including benefits at SAME PREMIUM as shown for overtime

(W) Time and one half for benefits on all overtime hours.

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

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

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

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

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

This Form Must Be Typed

Submitted By: (Check Only One) ☐ Contracting Agency ☐ Architect or Engineering Firm ☐ Public Work District Office Date:

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

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

Telephone: ( ) Fax: ( )
E-Mail:

2. NY State Units (see Item 5)

- ☐ 01 DOT
- ☐ 02 OGS
- ☐ 03 Dormitory Authority
- ☐ 04 State University Construction Fund
- ☐ 05 Mental Hygiene Facilities Corp.
- ☐ 06 OTHER N.Y. STATE UNIT
- ☐ 07 City
- ☐ 08 Local School District
- ☐ 09 Special Local District, i.e., Fire, Sewer, Water District
- ☐ 1O Village
- ☐ 11 Town
- ☐ 12 County
- ☐ 13 Other Non-N.Y. State (Describe)

3. SEND REPLY TO (☐ check if new or change)
Name and complete address:

Telephone:( ) Fax: ( )
E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

- ☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

- ☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES ☐ NO ☐

10. Name and Title of Requester

Signature

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

https://dbr.labor.state.ny.us/EDList/searchPage.do

NYSDOL Bureau of Public Work Debarment List 04/18/2016

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	DOL	*****0996	A-1 CONSTRUCTION & RENOVATION INC		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC	*****4486	ABBEY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	NYC		ABDUL KARIM		C/O NORTH AMERICAN IRON W 1560 DECATUR STREETRIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	*****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL	*****3344	ACT INC		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****6367	ADVANCED METALS		387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
DOL	DOL	*****3344	ALL CATASTROPHE CONSTRUCTION TEAM INC	ACT INC	6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	NYC		ANISUL ISLAM		C/O RELIANCE GENERAL CONS 644 OCEAN PARKWAYBROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL CONTRACTING INC		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020

DOL	DOL		ANTHONY J MINGARELLI JR		C/O T & T CONCRETE INC 2560 HAMBURG TURNPIKELACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	DOL	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	*****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****9232	ARKAY CONSTRUCTION INC		102-104 GREYLOCK AVENUE BELLEVILLE NJ 07109	07/15/2015	07/15/2020
DOL	DOL	*****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****4779	ASTORIA GENERAL CONTRACTING CORP		35-34 31ST STREET LONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	NYC	*****7217	ASTRO COMMUNICATIONS OF NY CORP		79 ALEXANDER AVE- STE 36A BRONX NY 10454	10/30/2015	10/30/2020
DOL	NYC		AUDLEY O'BRIEN		1273 NORTH AVENUE/#1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL		AVIS R HILL		3510 HICKORY WALK LANE ELLENWOOD GA 32094	01/22/2015	01/22/2020
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	DOL		BARBARA CASSIDY		7 BLENIS PLACE VALHALLA NY 10595	04/02/2015	04/02/2020
DOL	DOL		BARRY KINNEY		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	NYC	*****6555	BROOKLYN WELDING CORP		1273 NORTH AVENUE/ #1 CP NEW ROCHELLE NY 10804	04/07/2015	04/07/2020
DOL	DOL	*****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017

DOL	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****6745	CATSKILL FENCE INSTALLATIONS INC		5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****2703	CONKLIN'S TECH-MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	*****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DARYL T RIEKS		C/O RIEKS CONTRACTING LLC 4804 GAHWILER ROADAUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018

DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL	*****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	*****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC		DIMITRIOS KOUTSOUKOS		C/O ASTORIA GENERAL CONTR 35-34 31ST STREETLONG ISLAND CITY NY 11106	09/02/2015	09/02/2020
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/02/2020
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL		E C WEBB		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL		EARL L WILSON	WILSON BROTHER DRYWALL CONTRACTOR S	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL	*****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	ECOA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019

DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ESTEVES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019

DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL	*****9456	GUILLO CONTRACTING CORP		P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0346	H N H CONTRACTORS CORP		4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL		HALSSAM FOSTOK		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	AG		HARVINDER SINGH PAUL		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****6370	HILLIANO CONSTRUCTION & ELECTRICAL INC		354 MAGNOLIA STREET ROCHESTER NY 14611	01/22/2015	01/22/2020
DOL	DOL	*****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	AG	*****0000	J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL	*****7598	J M RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP		50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL	*****4910	J V MAGIC TOUCH CORPORATION		94-25 57TH AVENUE, APT 5G ELMHURST NY 11373	01/12/2015	01/12/2020

DOL	DOL		JACQUELINE HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC		175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES BOYCE		C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JASON M RICH		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
DOL	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	04/02/2020
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL		JEROME LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32 CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JON E DEYOUNG		261 MILL ROAD P O BOX 296EAST AURORA NY 14052	07/29/2015	07/29/2020
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JORGE VILLALOBOS		94-25 57TH AVENUE - APT 5 ELMHURST NY 11373	01/12/2015	01/12/2020
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/19/2020
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JOSEPH MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018

DOL	DOL		JUANA MARTINEZ		C/O LEAD CONSTRUCTION 27 BUTLER PLACEYONKERS NY 10710	03/19/2015	03/19/2020
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****6224	LAKESIDE FIRE SPRINKLERS LLC		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL	*****1364	LEAD CONSTRUCTION SERVICES INC		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/19/2015	03/19/2020
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL		LINDSEY R CRILL		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****6317	M S QUALITY CONSTRUCTION LLC		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC		MACIEJ SONTOWSKI		27 MAPLEWOOD AVENUE COLONIA NJ 07067	02/04/2015	02/04/2020
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020

DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARK MIONIS		6409 LAND O LAKES BLVD LAND O LAKES FL 34638	11/10/2015	11/10/2020
DOL	DOL	*****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****3368	MICEK CONSTRUCTION CO INC		20 CROSS STREET FALCONER NY 14733	12/02/2014	12/02/2019
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREETNEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017

DOL	DOL		MICHAEL WILSON	WILSON BROTHER DRYWALL CONTRACTORS	36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC		MILANCE HADZIC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/18/2020
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	NYC	*****1284	NEW AMERICAN RESTORATION INC		22 CALIFORNIA AVE - STE 1 PATERSON NJ 07503	03/11/2015	03/11/2020
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/08/2020
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC	*****1968	NORTH AMERICAN IRON WORKS INC		1560 DECATUR STREET RIDGEWOOD NY 11385	05/15/2015	05/15/2020
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019

DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	07/08/2020
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL		RANA A KAHN		1973 81ST ST - SUITE A-5 BROOKLYN NY 11214	01/08/2015	01/08/2020
DOL	NYC		RANTIK PARIKH		13 LORIANN ROAD WARREN NJ 07059	07/15/2015	07/15/2020
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	NYC	*****3461	RELIANCE GENERAL CONSTRUCTION INC		644 OCEAN PARKWAY BROOKLYN NY 11230	09/02/2015	09/02/2020
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****8618	RIEKS CONTRACTING LLC		4804 GAHWILER ROAD AUBURN NY 13021	05/01/2015	05/01/2020
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	*****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		ROBERT TORDELLA		125 CHAUTAUQUA AVENUE LAKEWOOD NY 14750	06/24/2015	06/24/2020
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	NYC		RODNEY SCOTT		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020

DOL	DOL		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	DOL		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	NYC	*****2117	SCOTT ELECTRICAL LLC		201 HEMPSTEAD AVENUE WEST HEMPSTEAD NY 11552	10/30/2015	10/30/2020
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	*****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROADDIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	NYC	*****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEPHEN BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****7441	T & T CONCRETE INC		2560 HAMBURG TURNPIKE P O BOX 367LACKAWANNA NY 14218	07/08/2015	07/08/2020
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018

DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		TAMMY LACITIGNOLA		C/O CATSKILL FENCE INSTAL 5445 ROUTE 32CATSKILL NY 12414	08/22/2014	08/22/2019
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	*****0887	THE BRINSON PAINTING CORPORATION		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWATLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
DOL	DOL	*****0600	TOMSON ALLOYS RECYCLING INC		143 FILLMORE AVENUE BUFFALO NY 14210	01/08/2015	01/08/2020
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL		TROY D CLARKE	ADVANCED METALS	387 RIVERSIDE DRIVE JOHNSON CITY NY 13790	10/01/2012	10/01/2017
DOL	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	*****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018

DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIE BRINSON		72 TAUNTON PLACE BUFFALO NY 14216	04/14/2015	04/14/2020
DOL	DOL	*****6195	WILSON BROTHER DRYWALL CONTRACTORS		36 ABERSOLD STREET ROCHESTER NY 14621	08/31/2015	08/31/2020
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7ABROOKLYN NY 11229	09/24/2012	09/18/2020