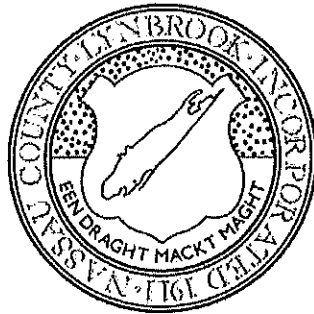


CONTRACT
AND
SPECIFICATIONS

For: 2026 ANNUAL SIDEWALK PROGRAM

Date: JUNE 30, 2026

No. 05-2026



INC. VILLAGE OF
LYNBROOK NASSAU

COUNTY, N.Y.

516-599-8300

Offer shall comply and strictly adhere to the specifications. Any deviation from the specifications and any of the conditions and instructions of this invitation to bid shall automatically disqualify any bid made.

In the event bidder wishes to submit a counter or alternate proposal or wishes to suggest, offer or require changes, a request in writing 48 hours prior to the date specified for opening of bids may be made to The Board of Trustees, setting forth the exact nature of the request pertinent to this invitation to bid.

FOR CONTRACT AND SPECIFICATIONS NO. 05-2026

DATED: JUNE 30, 2026

FOR ITEM: 2026 ANNUAL SIDEWALK PROGRAM

OFFER FROM BIDDER

Non-Collusion 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.
- (4) The bidder must disclose any other person, partnership or corporation submitting a competitive bid quote on which they are an Officer, Director or Trustee.

Certified before me this

SIGNATURE OF BIDDER & TITLE:

.....day of 20.....

Notary Public

..... Title _____

INCORPORATED VILLAGE OF LYNBROOK
Lynbrook, New York 11563

SEALED BID FOR: **2026 ANNUAL SIDEWALK PROGRAM**
CONTRACT AND SPECIFICATIONS

No: 05-2026

Dated: JUNE 30, 2026

For:

will be received by the Board of Trustees of the Village of Lynbrook at the Village Hall until 11:00AM Prevailing Time, on AUGUST 4, 2026 at which time they will be publicly opened and read.

No bids will qualify except on the blanks furnished by the Incorporated Village of Lynbrook.

The information for bidders, form of proposal, form of performance bond and general conditions may be obtained at the Office of the Village Clerk, Village Hall, Lynbrook, New York.

The Board of Trustees reserves the right to reject any and all proposals if they are not in the best interest of the Incorporated Village of Lynbrook

No bid shall be withdrawn pending the decision of the Board of Trustees.

Dated: JUNE 30, 2026
Lynbrook, N.Y.

BY ORDER OF THE BOARD OF TRUSTEES
INCORPORATED VILLAGE OF LYNBROOK
LYNBROOK, NEW YORK 11563

.....JOHN GIORDANO
Village Administrator

INCORPORATED VILLAGE OF LYNBROOK
Lynbrook, New York 11563

Dated: JUNE 30, 2026

No: 05-2026

SPECIFICATIONS FOR

ITEM: 2026 ANNUAL SIDEWALK PROGRAM

It is the intent of these specifications that wherever a particular manufacturer or brand name is used, the bidder may supply any other manufacturer or brand name, provided that such product is reasonably equivalent to that named in the specifications.

****** SEE ATTACHMENT******

INCORPORATED VILLAGE OF LYNBROOK
Lynbrook, New York 11563

INSTRUCTIONS TO BIDDERS

The UNDERSIGNED BIDDER has carefully examined the invitation for bids and the applications, instructions, terms and conditions hereinafter set forth, and OFFERS AND AGREES to be binding. If this bid is accepted by the Board of Trustees of the Inc. Village of Lynbrook, within 30 days from the date of the opening of the bids to furnish any or all of the items and service upon which prices are quoted in the quantities and at the price here above set forth, in accordance with said instructions, terms and conditions.

Bidder guarantees delivery or installation date.....days after award of bid.

NOTE: This date is of the essence of this agreement and failure to keep this date may cause contractor to be in default, at the option of the Village of Lynbrook.

Name of Bidder

Address

Signature of person authorized
for corporation

Title

1. Sealed proposals will be received by the Village Clerk of the Incorporated Village of Lynbrook, Lynbrook, New York, until AUGUST 4, 2026 at the office in the Village Hall, for work, labor, supplies materials, equipment or service set forth below.

2. Bidders will be held to strict compliance with such Notice to Bidders and Specifications.

3. Bids must be submitted on forms attached hereto in opaque and sealed envelope bearing on the outside only the name and address of the bidder, and the name of bid and due date.

Bids which are incomplete, obscure, or conditional will be rejected as not meeting bid specifications.

4. All bids received after the designated time as stated in the Notice to bidders, will not be considered by the Board of Trustees and will be returned to the bidder unopened.

5. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Incorporated Village of Lynbrook whether sent by mail or by means of personal delivery; the bidder assumes responsibility for having his bid deposited with the Village Clerk of the Incorporated Village of Lynbrook.

6. All sections of the contract documents attached hereto, or indicated to be included in the specifications shall govern the performance and execution of the work to be done and for the services to be rendered under this contract.

7. The submission of a bid by a contractor will be construed as indication that he is fully informed to the extent and character of the work, labor, supplies, materials, equipment or services required, and can perform the work, furnish the supplies, materials, equipment or services satisfactorily to the full intent of the Specifications without any extras. His bid shall include the furnishing of all labor, materials and equipment as required by the work to be done or the services to be rendered.

8. The Board of Trustees of the Incorporated Village of Lynbrook, reserves the right to reject or accept any and all bids and to waive defects or informalities in any or all bids if it is deemed to the best interest of the Incorporated Village of Lynbrook. Delivery date is most important and will be considered in determining a successful bidder.

9. The Board of Trustees reserves the right to award bids on individual items or on total sum bids whichever, in the opinion of the Board of Trustees, will be for the benefit of the Inc. Village of Lynbrook.

10. The award of the contract shall be made according to the law as soon as practicable after the public opening of bids, within 30 days.

11. No bid will be considered from any person who is in arrears to the Village of Lynbrook, or who is in default, as surety or, otherwise upon any obligation to the Inc. Village of Lynbrook, nor shall a bid be considered from any contractor whose performance of any previous contract with the Village of Lynbrook has been unsatisfactory in the opinion of the Board of Trustees.

12. Each bid must be accompanied by either a certified check in the amount of \$2,000 or a bid bond by a recognized surety company licensed to do business in the State of New York in an amount \$2,000, as guarantee that the bidder will execute the contract and commence performance of the contract in the stipulated time if such contract should be awarded to him. The bid bond of all except the successful bidder will be returned to the person, firms or corporations making the same within ten days after the award of the contract. The successful bidder upon his failure or refusal to execute the contract and deliver the bond required within 30 days after he has received notice of acceptance of his bid, shall forfeit to the Village as Liquidated damages for such failure or refusal, the security deposited with his bid or if the security be a bid bond, the said bond shall be deemed defaulted.

13. The notification in written form, of the successful bidder by the Board of Trustees, of the award of the bid will be deemed an acceptance by the Board of Trustees of the offer of such bidder to furnish according to contract and shall be binding to both parties.

14. Simultaneously with the awarding of the contract the successful bidder shall be required to provide to the Board of Trustees a bond by a surety company licensed to do business in the State of New York in the amount of the contract or payment of \$5,000 cash deposit, which will be retained by the Board of Trustees until the full performance of the contract as security for the faithful and timely performance of the contract. Within 10 days after the Inc. Village of Lynbrook has received, in satisfactory condition and in compliance with the specifications, all materials, supplies, or equipment which the contractor is required to furnish or services performed under this contract, whether in one shipment or in several shipments the Inc. Village of Lynbrook will return to him his bond.

15. The amount of the deposit of the Contractor, or as much thereof as may be applicable to the amount of the award made to him, shall be applied pursuant to the following sentence of this paragraph in the event of any default in the performance of such contract by such Contractor. The Contractor shall be liable for and agree to pay on demand to the Inc. Village of Lynbrook the difference between the price bid by him and the total of the price for which such contract shall be subsequently re-let, the cost, if any, of such re-letting, and any other consequential damages, less the amount of this deposit. If the difference between the price bid by him and the total price set forth in the preceding sentence shall be less than the amount of such deposit, the difference thereof shall be returned to such Contractor. A plea of mistake in such accepted bid shall be available to the Contractor for the recovery of his deposit or as a defense to any action based upon the contract resulting from the acceptance of his bid by the Inc. Village of Lynbrook.

16. Any performance bond provided shall be maintained in full force and effect until this contract shall have been fully completed and accepted. The cost of the bond shall be paid for by the Contractor.

17. Payment will be made by the Inc. Village of Lynbrook after presentation of a bidder's itemized invoice and proof of service or delivery, both attached to a properly itemized official voucher of the Inc. Village of Lynbrook which must be submitted subsequently to delivery.

18. Purchases or services by the Inc. Village of Lynbrook are not subject to any sales, State or Federal Excise Tax.

19. The Inc. Village of Lynbrook reserves the right to require any bidder to furnish and submit either before or after the awarding of the bid, samples to ascertain whether or not the product of services will be suitable for the purpose for which it is to be used or to submit names and addresses of place where bidder has performed work or services.

16. The successful bidder shall pay all freight and delivery charges to the Village of Lynbrook. The successful bidder shall be responsible for delivery to Lynbrook, NY of the merchandise in good order and condition in compliance with the Specifications. All damaged merchandise or merchandise which does not comply with the Specifications will not be accepted. Acceptance of delivery shall, however, not be deemed a waiver of the right to reject said improper or damaged merchandise. The successful bidder must replace such damaged merchandise or merchandise which does not comply with the Specifications before payment is made.

17. The delivery date or date of completion shall be the essence of this agreement. Failure to deliver or complete on time may result in the inability of the Inc. Village of Lynbrook to perform its functions as required by law. Therefore, the Contractor shall be liable to the full extent of performance bond as liquidated damage in the event of the late delivery or late completion, except for default by virtue of acts of God, strikes or lockouts, or war only.

18. Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the State, any political subdivision thereof, a public authority or with any public department, agency or official of the State or of any political subdivision thereof or 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 or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, cancellation or termination, but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

19. The successful bidder or his insurance company shall assume the defense and indemnity of and save harmless the Village, its officers and employees for any and all claims or lawsuits for personal injury or property damage arising out of his products, completed operations, or work or by the work or products of his subcontractors.

20. On all construction, service, or product purchase contracts the successful bidder shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the bidder's work, operations, products, or completed operations under the contract, whether such work, operations or products be provided by himself or by a subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- a) Claims under worker's compensation, disability benefits and other similar employee benefit acts;
- b) Claims for damages because of bodily injury, sickness or disease, or death of any person; said policy shall be endorsed with an Additional Insured endorsement naming the Village of Lynbrook, its Officers, and its Employees as a covered entity; and
- c) Claims of damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- d) Any claims for damages arising from products or completed operations provided by a bidder whose contract calls for the provision of products, construction work or operations to the Village.

In the case of a products purchase contract, compliance with subsection a) shall not be required.

The insurance required herein shall be written for not less than limits of liability in the amount of \$1,000,000.00 or in such other amount as may be specified in the contract documents.

Evidence of insurance acceptable to the Village shall be filed with the Village and shall include copies of the liability policy declaration pages and the Additional Insured Endorsement.

25. A Contracting party with the Village of Lynbrook must pay Prevailing Wage pursuant to statute.

FORM OF PROPOSAL

The undersigned hereby declares that no member of the Inc. Village of Lynbrook or other office of the village, or any person in the employ of the Inc. Village of Lynbrook, is directly, or indirectly interested in this bid, or in the supplies, or work, or services to which it relates, or in any position to benefit from the profits thereof, and that the statements made above are accurate and true.

The undersigned also declares that he has carefully examined the form of Notice to Bidders, Instructions to Bidders, Specifications, Forms of Proposals, and Bond, and the plans therein referred to, on file with the village Clerk, Village Hall, Lynbrook, New York, and will provide all necessary machinery, tools, apparatus, and other means for construction, and do all the work and furnish all the materials and services called for by said documents and specifications, and the requirements under them of the Incorporated Village of Lynbrook for the sums herein stated.

Signature of persons, firm or corporation making bid:

Date.....

Name of Bidder

Authorized Signature

Title

Inc. Village of Lynbrook

Date.....

By:.....

Mayor

STATE OF NEW YORK)
COUNTY OF NASSAU)
INC.VILLAGE OF)ss:
LYNBROOK)

On this _____ day of _____ 20____, before me personally came _____ to me known who, being by me duly sworn, did depose and say as follows: I reside in Nassau County, I am Mayor of the Incorporated Village of Lynbrook, Nassau County, N.Y. designated for the purpose of signing this contract, pursuant to the resolution of the Board of Trustees, said Trustees being designated in and having authorized the execution of the above contract, and that I signed my name hereto in accordance with said Resolution.

Notary Public

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

(Individual)

On this _____ day of _____ 20____, before me personally came _____ to me known and known to me to be the same person described in and who executed the foregoing contract; and acknowledged to me that he has executed the same.

Notary Public

STATE OF NEW YORK)
COUNTY OF NASSAU) ss:

(Partnership)

On this _____ ay of _____ 20____, before me personally came _____ to me known and known to me to be a member of _____ the firm described in and which executed the foregoing contract, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said Form for the purposes therein mentioned.

Notary Pubic

STATE OF NEW YORK)

ss:

(Corporation)

COUNTY OF NASSAU)

On this _____ day of _____ 20____, before me personally came _____ to me known, who being by me duly sworn did depose and say that he resides in the _____ of _____ and is the _____ of _____ corporation described in and which executed the foregoing contract; that he knows the seal of said corporation; that the seal affixed to the foregoing contract is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that by like order he hereto signed his name and official designation.

Notary Public

STATE OF NEW YORK)

ss:

(Attorney in fact)

COUNTY OF NASSAU)

On this _____ day of _____ 20____, before me personally came _____ the attorney in fact of _____ the contractor named in the foregoing contract, to me known to be the individual described in and who, as such attorney, executed the foregoing contract, and acknowledged that the executed the same as the act and deed of the said party or parties; therein described as contractor, and for the purposes therein mentioned by the virtue of a power of attorney duly executed and acknowledged by the said party or parties bearing date the _____ day of _____ 20____, that said power of attorney is still in force.

Notary Public

REASONABLE EQUIVALENT CLAUSE

WHERE BID SPECIFICATIONS SPECIFY PARTICULAR MAKE OR MODEL A REASONABLE
EQUIVALENT OR EQUAL MODEL WILL BE CONSIDERED.

IRAN ENERGY SECTOR DIVESTMENT COMPLIANCE

Printed Name of Entity Seeking to Enter into the Contract:

Address:

Printed Name and Title of Person Executing Certification:

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012 (Act), the Office of General Services is required to post on its web site a list of persons who have been determined to engage in investment activities in Iran ("prohibited entities list"), as defined by the Act and New York State General Municipal Law 103-g, with certain exceptions, prohibits the Village from entering into or awarding a Contract with persons identified on the prohibited entities list.

CERTIFICATION:

By submission of this bid or proposal, each person (as defined in paragraph (e) of subdivision one of section one hundred sixty five-a of the state finance law) and each person signing on behalf of any other party certifies, and in the case of a joint bid or proposal or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law.

STATE OF)

COUNTY OF)

The undersigned, being duly sworn, says (a) I am duly authorized to execute this Certification and (b) I hereby certify, under penalty of perjury, that the forgoing Certification is in all respects true and accurate.

Signature of Person Executing Certification: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

Submit form with original

CONTRACT

Agreement, made this ____ day of _____, 20____ by and between the INCORPORATED VILLAGE OF LYNBROOK, (hereinafter referred to as "VILLAGE"), with offices at One Columbus Drive, Lynbrook, New York 11563 and _____ with offices at _____ (hereinafter referred to as "CONTRACTOR").

WITNESSETH: That for and in consideration of the agreements herein made and the payments herein provided to be made, the parties agree as follows:

FIRST: The CONTRACTOR shall perform all labor, and furnish all the materials, equipment, tools and implements and will perform faithfully and well, all work required by this Sidewalk, Curb and Pedestrian Ramp Program contract as described in the Contract Documents which are attached hereto and made apart hereof consisting of the Notice to Bidders, Non-Collusion Certification, Waiver of Immunity, Information for Bidders, Bid Schedule, Method of Payment, Experience Questionnaire, General Conditions, General Specifications, Standard Specifications for Portland Cement, Detailed Drawings, and Contract, Instructions to Bidders, and Nassau County Curb and Apron Details and Drawings (2 Pages).

SECOND: In consideration of the CONTRACTOR's performing the services and providing the materials required under this contract in the manner stated in the Contract Documents, VILLAGE promises and agrees to pay or cause to be paid to the CONTRACTOR the sums of money provided in the Contract Documents in accordance with the Method of Payment and under the General Conditions as provided.

THIRD: The CONTRACTOR covenants and agrees that, anything in this Contract or in the Contract Documents to the contrary notwithstanding, or regardless of any matter, things, contingency of conditions, unforeseen or otherwise, present or future, the CONTRACTOR shall not be entitled to receive any additional or further sums of money that the amounts in the Contract Documents provided herein; and the failure of the VILLAGE or the Village Representative to insist upon strict performance of any of the terms, covenants, agreements, provisions or conditions of this Contract or in the Contract Documents, on any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, agreements, provisions and conditions and the same shall be and remain in full force and effect with the power and authority of the VILLAGE to enforce the same or cause the same to be enforced at any time, without prejudice to any other rights which the VILLAGE may have against the CONTRACTOR under this Contract or the Contract Documents.

FOURTH: This Contract shall be interpreted in accordance with the terms set forth in the Contract Documents and the General Conditions.

FIFTH: CONTRACTOR shall not, without the prior written consent of the VILLAGE, assign in whole or in part his interest under any of the Contract Documents; and specifically, CONTRACTOR shall not assign any monies due or to become due without prior written consent of the VILLAGE.

SIXTH: The Contract Documents constitute the entire agreement between the VILLAGE and CONTRACTOR and may not be altered, amended or repealed except by a duly executed written instrument signed by both parties.

SEVENTH: The term of this Contract will be two (2) years; however, the Village reserves the right to renew said contract for two (2) additional two (2) year terms. The commencement of the term of the Contract will be the date that the Mayor of the Village of Lynbrook executes same. The Contractor shall be entitled to a Construction Cost Index (CCI) increase after the year 2 and year 4 of the contract have been completed.

EIGHTH: Bidder acknowledges that this Contract constitutes the grant of a franchise by the Village which must be approved by the Village Board after a Public Hearing. Therefore, the award of the Contract is subject to, and specifically conditioned upon, the resolution of the Lynbrook Board of Trustees granting a franchise and authorizing the Mayor to execute the Agreement.

NINTH: VILLAGE and CONTRACTOR agree that, while this Contract is designated "2026 Annual Sidewalk Program", the actual effective date of the Contract is _____ and its term will be for a period of twenty-four (24) months terminating on _____.

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

INCORPORATED VILLAGE OF LYNBROOK

By: _____
Alan C. Beach
MAYOR

By: _____

ACKNOWLEDGMENT OF VILLAGE

STATE OF NEW YORK)

ss.

COUNTY OF NASSAU)

On this _____ day of _____, 20____, before me personally appeared Alan C. Beach to me known to be the Mayor of the Incorporated Village of Lynbrook and who, as such, executed the foregoing instrument and he acknowledged to me that he executed the same for the purposes therein mentioned.

NOTARY PUBLIC

ACKNOWLEDGMENT OF CONTRACTOR

STATE OF NEW YORK)

ss.

COUNTY OF NASSAU)

On this _____ day of _____, 20____, before me personally appeared _____ to me known, by me duly sworn, did depose and say that _____ and who, as such, executed the foregoing instrument and he acknowledged to me that he executed the Agreement for the purposes therein mentioned.

NOTARY PUBLIC

NOTICE TO BIDDERS

SIDEWALK, CURB & PEDESTRIAN RAMP PROGRAM

FOR

INCORPORATED VILLAGE OF LYNBROOK

NASSAU COUNTY, NEW YORK

Notice is hereby given that the Village Clerk of the Incorporated Village of Lynbrook, New York will receive sealed bids for a Requirements Contract for furnishing all labor, material and equipment for 2024 SIDEWALK, CURB AND PEDESTRIAN RAMP PROGRAM until 11:00 AM on August 4, 2026, in the main conference room of the Village Hall, One Columbus Drive, Lynbrook, New York, 11563, at which time they will be publicly opened and read aloud.

Plans, specifications and contract documents may be seen and obtained at the Office of the Village Clerk, One Columbus Drive, Lynbrook, New York between the hours of 8:00 AM and 4:00 PM Monday through Friday or on the Village Website at www.lynbrookvillage.gov.

Each bid must be accompanied by a Bid Bond or Certified Check payable to the Incorporated Village of Lynbrook in the amount of \$2,000.

In submitting a bid, bidders agree not to withdraw their bid for forty-five (45) days after the date for the opening thereof. The check deposited upon submission of a bid will be returned to all unsuccessful bidders promptly after a contract is executed.

The Board reserves the right to reject any and all bids if they are not in the best interest of the Village.

BY ORDER OF THE BOARD OF TRUSTEES

JOHN GIORDANO, VILLAGE ADMINISTRATOR
LYNBROOK, NEW YORK

NON-COLLUSION 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 his 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 related 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.
- (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.
- (4) That all requirements of law including amendatory provisions as to non-collusion bidding have been complied with.

Pursuant to the provisions of Chapter 605 of the laws of 1959, as amended, if any person when called to testify before a grand jury concerning any transaction or contract with the State of New York, or a political subdivision thereof, or a public authority, or a political subdivision thereof, or a public authority, or a public department, agency or official of any of the foregoing, refuses to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant questions concerning such transaction or contact, then any such person, or any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified for a period of five (5) years after such refusal from submitting bids to, receiving awards, or entering into any contract with any municipal corporation or department or agency or official to answer any relevant questions to sign a waiver of immunity of may be canceled or terminated by the Village of Lynbrook with the Village incurring any penalty or damages by virtue of such cancellation or termination.

INFORMATION FOR BIDDERS

BIDS FOR PROJECT

The Incorporated Village of Lynbrook at the Office of Village Clerk, will receive Sealed Bids for:

SIDEWALK, CURB & PEDESTRIAN RAMP PROGRAM

TIME AND PLACE OF BID

Bids are to be submitted in sealed envelopes and will be received by the Village Clerk not later than 11:00 AM on August 4, 2026, at which time they will be publicly opened and read. Use of the mails shall be at the bidder's own risk, and the bidders shall be responsible for physical delivery of the bid at the time and place set for opening of bids. The Board of Trustees reserves the right to reject any and all bids and to waive any informality in the proposals received and, if an award is made, shall award the contract to the lowest bidder furnishing the required security. In case of alternate bids, the decision of the Board shall prevail. Bids that, in the opinion of the Board, are unbalanced shall be rejected.

BID ENVELOPE

All proposals and the certified check must be placed in a sealed envelope bearing the Bidder's first name and address and marked with the notation: "Sidewalk Program".

INFORMATION FOR BIDDERS – (Continued)

As the estimates of quantities of items stated in the bid are approximate only, Bidders are required to submit their bid upon and in the express conditions contained in this bid documents, which shall apply and become a part of every bid received.

Bids will be compared by unit amounts. Unbalanced bids will not be accepted.

Each bidder shall fill out in ink, in both words and figures, in the spaces provided, his unit bid for each item in said Bid Schedule for which it is submitting a bid. If there is any discrepancy between the prices in words and figures, the prices in words shall govern as unit and lump sum prices.

No bid will be considered which does not include bids for all items in the Bid Schedule.

No bid will be considered which does not include all items in reference section.

If the Contract is not executed by the Village within forty-five (45) days after the receipt of bids, the obligation of the Bidder under this bid may terminate at his option and he shall thereupon be entitled to a refund of his certified check furnished by him as security with his bid.

NAME OF BIDDER

Each Bidder must state in his bid, his full name and business address, and the full name of every person, or firm or President and Secretary of every corporation interested with him. If no other person be so interested, he must distinctly state the fact, also that his bid is made without any connection directly or indirectly with any other bidder for the work particularly mentioned in his proposal; that it is in all respects without fraud or collusion, and that no person acting or employed by the Village, is indirectly interested therein, or in the supplies of work to which it relates, or in any portion of the prospective profits thereof.

INFORMATION FOR BIDDERS – (Continued)

QUALIFICATION OF BIDDERS

- (1) Board of Trustees reserves the right to waive any information in, or reject any or all bids. The Board reserves the right to reject any and all bids which do not conform to the Bid Schedule, or upon which the bidders do not comply with requirements of the Board as to their qualifications.
- (2) All bidders must prove to the satisfaction of the Board that they are reputable, reliable, and responsible, and that they possess the necessary qualifications (financial, labor, equipment and otherwise) to complete successfully the proposed work, and that they have performed and completed successfully similar work to an extent which, in the opinion of the Board, will qualify them by experience to complete successfully the work proposed.
- (3) In determining the qualifications of a bidder, the Board will consider his record in the performance of any contract entered into by him for the work contemplated or of similar nature, may make such investigation as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Board all such information and data for this purpose as the Board may request.
- (4) The Board shall be the sole judge on the qualifications of the bidder and of the merits thereof and reserves the right to reject any bid if the record of the bidder in the performance of contract, payment of bills and meeting of obligations to subcontractors, material men or employees is not satisfactory to the Board, or if the evidence submitted by, or the investigation of, such bidder fails to satisfy the Board that he is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

BONDS

The successful bidder shall be required to furnish executed bonds of a surety company authorized to do business in the State of New York and approved by the Board, as follows:

- (1) Performance Bond or certified check in the amount of \$5000 to guarantee that the Contractor will satisfactorily complete the construction of all "Job Assignments" as defined in this document.

INFORMATION FOR BIDDERS – (Continued)

SIGNATURE OF CONTRACTORS

The Bidder to whom a contract may be awarded shall attend at the Office of the Village Clerk, with the Cash Bond or Certified Check and, insurance policies as required herein, within ten (10) days, Sunday excepted, after date of notification of the acceptance of his bid, and then sign the contract in triplicate for the work.

In case of failure to do so, the Bidder shall be considered as having abandoned the same.

CONTRACTOR'S INSURANCE

The Contractor shall not commence any work until he has obtained and had approved by the Village Clerk all of the insurance coverages specified and required in the Contract including:

1. Workers Compensation Insurance & Disability Insurance, Statutory Limits
2. Comprehensive General Liability Policy with endorsement naming the Incorporated Village of Lynbrook as "additional insured"

Bodily Injury	-	\$1,000,000/3,000,000
Property Damage	-	\$300,000
3. Contractual Liability Insurance covering the within required "Hold Harmless and Indemnity Agreement"

All proof of policies must be provided in the bid. The chosen contractor must provide the policy declaration pages upon Notice of Award to Proceed. A thirty (30) day prior notice will be given to the Village of any cancellation or modification of the insurance.

The contractor shall not permit any subcontractor to commence any operation on the site until satisfactory proof of carriage of the above required insurance for items 1, 2, and 3 above have been posted with and approved by the Village Clerk.

INFORMATION FOR BIDDERS – (Continued)

RESPONSIBILITY FOR BIDDERS

Attention is hereby particularly directed to the provisions of the contract whereby the Contractor will be responsible for any loss of damage that may happen to the work or any part thereof during its progress; and also, whereby the Contractor shall make good any defects or faults that may occur during the progress of the work or within twelve (12) months, after its completion and acceptance. Any progress payments made by the Village shall not be a waiver of the foregoing provision.

COMPLIANCE WITH THE LABOR LAW

The Contractor shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York and particularly Chapter 3 Article 8 thereof the contract shall be void unless Sections 220 and 220-e of said Labor Law are complied with.

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included therein; and if through mere mistake or otherwise any such provision is not inserted, or it is not correctly inserted, then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

Section 220 of the Labor Law as amended provides that no laborer, workman or mechanic in the employ of the Contractor, Sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract, shall be permitted or required to work more than eight (8) hours in any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, that no such person shall be employed more than eight (8) in any day or more than five (5) days in any week, except in such emergency that the wages to be paid for a legal days work as hereinbefore defined to laborers, workmen, or mechanics upon the work called for under this contract shall not be less than prevailing rate for a day's work in the same trade occupation in the locality Within the State where such work is to be done and each laborer, workmen or mechanic employed by the Contractor, Sub-contractor or other person about or upon the work shall be paid the wages herein provided that employees engaged in the construction outside the limits of cities and villages are no longer exempt from the provisions of the Labor Law which requires the payment of the prevailing rate of wages and eight (8) hour day.

INFORMATION FOR BIDDERS – (Continued)

Section 220-a of the Labor Law as amended by Chapter 472 of the Laws of 1932 provides that before payment is made by or on behalf of the State or any City, County, Town or Village or other civil division of the state of any sums due on account of a contract for a public improvement, it is the duty of the controller or the financial officer of the Municipal Corporation to require the Contractor and each and every Sub-contractor to file a certified statement in writing, in form satisfactory, certifying to the amounts then due and owing to any and all laborers for daily or weekly wages on account of labor performed upon the work under the contract setting forth therein the names of the persons whose wages are unpaid and the amount due each respectively.

Section 220-b of the Labor Law as so amended, provides that any interested person who shall have previously filed a protest in writing objecting to the payment to any Contractor or Sub-contractor to the extent of the amount or amounts due or to become due to him for daily or for weekly wages for labor performed on the public improvement for which the contract was entered into or if the state or other financial officer of the Municipal Corporation may deduct from the whole amount of any payment on account thereof of the sum or sums admitted by any Contractor or Sub-contractor in such statement or statements so filed to be due and owing by him on account of labor performed and may withhold the amount so deducted for the benefit of the laborers for daily or weekly wages whose wages are unpaid as shown by the verified statements filed by any Contractor or Sub-contractor and may pay directly to any person the amount or amounts so shown to be due for such wages.

Section 220-c of the Labor Law as so amended provides the penalty for making of a false oath or verification.

INFORMATION FOR BIDDERS – (Continued)

Section 220-d of the Labor Law provides that the advertised specifications for every contract for the construction, reconstruction, maintenance and/or repair of highways to which the State, County, Town and/or Village is a party shall be designated by the Industrial Commissioner to the laborers employed in the performance of the contract, either by the Contractor, Sub-contractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract and the contract shall contain a stipulation that such laborers shall be paid not less than such hourly minimum rate of wage. Any person or corporation that willfully pays after entering such contract less than such stipulated minimum hourly wage scale shall be guilty of a misdemeanor and upon conviction shall be punished for a first offense by a fine of five hundred dollars (\$500) or by imprisonment for not more than thirty (30) days or by both fine and imprisonment; for a second offense thereto, the contract on which the violation has occurred shall be forfeited, and no such person or corporation shall be entitled to receive any sum nor shall any officer, agent or employee of the State pay the same or authorize its payment from the funds under his charge or control to any person or corporation for work done upon any contract on which the Contractor has been convicted of second offense in violation of the provisions of this section.

Section 220-e of the Labor Law as so amended prohibits in contracts discrimination on account of race, creed, color or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Owner under this contract a penalty of One hundred dollars (\$200) for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, this contract may be canceled or terminated by the owner and all monies due or to become due hereunder may be forfeited.

The minimum wage rates which have been established for this contract by the Industrial Commissioner for the State of New York are shown on the following pages.

In the event that the foregoing rates have not been received and case number assigned by the State Labor Department at the time of signing this agreement, the rates when received shall be applicable thereto with the same force and effect as if same had been presently set forth.

COMMENCEMENT OF WORK

The successful bidder shall be prepared and able to commence work ten (10) days after the signing of the Contract, unless the Village, in writing, authorizes a further extension.

Labor rates have been applied for at the New York State Department of Labor. The rates, as and when received, shall be applicable to this Contract and have the same force and effect as if they were presently set forth herein.

INFORMATION FOR BIDDERS – (Continued)

SALES TAX EXEMPTION

The New York State Tax Law has been amended to exempt from sales and use taxes impose under Article Twenty-eight and pursuant to Article Twenty-nine thereof, the sale or use of tangible personal property incorporated in structures, buildings or real property owned by the exempt organization.

The Incorporated Village of Lynbrook is an exempt organization and tangible personal property to become an integral component part of this project is not subject to Sales Tax in accordance with Paragraph Fifteen of Subdivision (a) of Section Eleven Hundred Fifteen of the Tax Law, amended February 20, 1974.

COMPLETION OF WORK

Work is required to be completed to the satisfaction of the Village Representative and in substantial accordance with the specifications hereunto annexed and the plans therein referred to.

SUBLETTING OR ASSIGNING THE CONTRACT

The Contractor shall perform, with his own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any items designated by the Village as "Specialty Items" shall be performed pursuant to a separate Work Order and shall not be considered in the computation of "the total contract price". The contract amount upon which the 50 percent requirement is computed includes the cost of materials and manufactured products which are to be purchased or produced by the Contractor under the contract provisions;

- A. "His own organization" shall be construed to include only workmen employed and paid directly by the Contractor and equipment owned or rented by him with or without operators.
- B. "Specialty Items" shall be construed to be limited to work out side of this contract or that required specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract.
- C. No Sub-contractor shall be employed by contractor without the written approval of the Village Representative.

BOARD OF TRUSTEES
INCORPORATED VILLAGE OF LYNBROOK
NASSAU COUNTY, NEW YORK

BID SCHEDULE

ITEM NO.	DESCRIPTION AND UNIT PRICE (WORDS & FIGURES)	QUANTITY/UNITS	TOTAL
1. *	Price per square foot (S.F.) to remove & construct 4" thick concrete Sidewalk with more than 80 S.F. at one property location. _____		
	_____	\$ _____ x 5,000 S.F. =	\$ _____
2. *	Price per square foot (S.F.) to remove & construct 4" thick concrete Sidewalk with 80 S.F. or less at one property location. _____		
	_____	\$ _____ x 2,000 S.F. =	\$ _____
3. *	Price per square foot (S.F.) to remove & construct 6" thick concrete Sidewalk and/or apron with more than 30 S.F. at one property location. _____		
	_____	\$ _____ x 500 S.F. =	\$ _____
4. *	Price per square foot (S.F.) to remove & construct 6" thick concrete Sidewalk and/or apron with 30 S.F. or less at one property location. _____		
	_____	\$ _____ x 1,000 S.F. =	\$ _____

BID SCHEDULE – (Continued)

5. * Price per linear foot (L.F.) to remove and construct concrete curb, repairing road bed with more than 20 L.F. to be constructed (a) at one property location or (b) at two or more property locations which are within 400 L.F. of each other, as measured along the streets.

_____ \$ _____ x 400 L.F. = \$ _____

6. * Price per linear foot (L.F.) to remove and construct concrete curb, repairing road bed with 20 L.F. or less at one property location when there is no other installation within 400 L.F., as measured along the streets.

_____ \$ _____ x 400 L.F. = \$ _____

TOTAL AMOUNT OF BID, based on estimated quantities extended at the unit prices bid thereon, the sum of _____

(words)

Dollar \$ _____

The bid will be compared for the purpose of awarding the Contract on the basis of the above sum of the unit cost of Items 1, 2, 3, 4, 5, and 6. The following items of work (items No. 7-17) and the bid prices for that work will not be used in the determination of the low bidder. **However, the Contractor is hereby forewarned that the Village reserves the right to reject any Bid wherein the Villages believes the unit prices to be unbalanced.**

BID SCHEDULE – (Continued)

7. Price per square foot (S.F.) for removal and disposal of existing concrete Sidewalk and/or Concrete aprons (4" or 6" thick).

\$ _____

8. Price per linear foot (L.F.) for removal and disposal of existing concrete Curb.

\$ _____

9. Price per square foot (S.F.) for concrete Handicapped Ramp.

\$ _____

10. Price per linear foot (L.F.) for removal and disposal of existing concrete Gutter.
(12" wide gutter)

\$ _____

11. Price per linear foot (L.F.) for concrete Gutter (12" wide).

\$ _____

12. Price per linear foot (L.F.) for Monolithic Concrete Curb and Gutter (12" wide gutter).

\$ _____

13. Price per square foot (S.F.) to lay soil and seed

\$ _____

14. Price per square foot (S.F.) to remove and reset brick pavers

Less than 100 S.F. \$ _____

More than or equal to 100 S.F. \$ _____

BID SCHEDULE – (Continued)

15. Price per square foot (S.F.) for Nassau County Aprons.

\$ _____

16. Price per linear foot (L.F.) for Nassau County Monolithic Concrete Curb and Gutter.

\$ _____

17. Price per linear foot (L.F.) for Nassau County Curbing in binder and asphalt work associated with Curb.

\$ _____

18. Supply and installation of additional #5 reinforcement bars.

Payment per L.F. \$ _____

19. Supply and Install wire reinforcing 10-gauge mesh 6 x 6.

Payment per S.F. installed \$ _____

20. Supply and Install Class A concrete at 8" depth.

Payment per cubic yard < 5 yards \$ _____

Payment per cubic yard > 5 yards \$ _____

21. Detectable warning pads.

Unit Price \$ _____

However, written notice of the defective or damaged curb will be sent to Nassau County pursuant to GUL50e.

BIDDER: _____

BIDDER'S ADDRESS: _____

BIDDER'S F.E.I.N.: _____

BIDDER'S TELEPHONE (DAY): _____

BIDDER'S TELEPHONE (NIGHT EMERGENCY): _____

BIDDER'S FAX NUMBER: _____

SIGNED BY: _____

TITLE: _____

DATE: _____

The full name and residence of all persons and parties interested in the foregoing bid as principals are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____

NAME OF BIDDER: _____

BUSINESS ADDRESS OF BIDDER: _____

DATED AT _____ THE _____ DAY OF _____

METHOD OF PAYMENT

Payment under Item 1 shall be made at the unit price bid per square foot for the actual number of square feet of sidewalk (4" thick) constructed as specified herein (more than 80 S.F. at one property location or more property locations which are within 400 linear feet of each other, as measured along the streets).

Payment under Item 2 shall be made at the unit price bid per square foot for the actual number of square feet of concrete sidewalk (4" thick) constructed as specified herein (80 S.F. or less at one property location, when there is no other installation with 400 linear feet, as measured along the streets).

Payment under Item 3 shall be made at the unit price bid per square foot for the actual number of square feet of driveway apron or 6" thick sidewalk constructed as specified herein (more than 30 S.F. at one property location or at two or more property locations which are within 400 linear feet of each other, as measured along the streets).

Payment under Item 4 shall be made at the unit price bid per square foot for the actual number of square feet of driveway apron or 6" thick sidewalk constructed as specified herein (30 S.F. or less at one property location, when there is no other installation within 400 linear feet, as measured along the streets).

Payment under Item 5 shall be made at the unit price bid per linear foot for the actual number of linear feet of curb removed.

Payment under Item 6 shall be made at the unit price bid per linear foot for the actual number of linear feet of curb constructed as specified herein (more than 20 L.F. at one property location or at two or more property locations which are within 400 linear feet of each other, as measured along the streets).

Payment under Item 7 shall be made at the unit price bid per square foot for the actual number of square feet of sidewalk and/or driveway apron (4" or 6" thick) removed and disposed of as specified herein.

Payment under Item 9 shall be made at the unit price bid per square foot for the actual number of square feet of handicapped ramp constructed as specified herein. The Contractor is advised that there is a maximum allowable price under this item.

METHOD OF PAYMENT – (Continued)

Payment under Item 10 shall be made at the unit price bid per linear foot for the actual number of linear feet of concrete gutter removed and disposed of as specified.

Payment under Item 11 shall be made at the unit price bid per linear foot for the actual number of linear feet of concrete gutter constructed as specified herein.

Payment under Item 12 shall be made at the unit price bid per linear foot for the actual number of linear feet of Monolithic Concrete curb and gutter constructed as specified herein.

The price bid under these items includes all the costs of labor, materials, equipment and incidentals necessary to complete the work as specified, including saw cutting, in accordance with the plans and specifications and as directed by and to the approval of the Engineer. Sections of depressed curb in front of driveways, handicapped ramps, etc., shall be paid for at the same cost per linear foot as standard height curb.

EXPERIENCE QUESTIONNAIRE

If you have been a successful contractor on an Inc. Village of Lynbrook contract, or if you have bid on a contract for the Inc. Village of Lynbrook of the type of work called for in this contract in the last twelve months, you need not fill in pages EXP-1 to EXP-4; page EXP-5 must be filled in by all bidders, otherwise this bid may be declared informal by the Inc. Village of Lynbrook.

EXPERIENCE

Submitted to: _____

By: _____
(A co-partnership, a corporation, an individual)

Principal Office: _____

Telephone: _____

The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a General Contractor under your present business name? _____
2. How many years' experiences in _____ construction work has your organization had?
 - (a) As a general contractor _____
 - (b) As a sub-contractor _____
3. What projects has your organization completed:

Contract amount: _____

Class of work: _____

When completed: _____

Name and address – Owner: _____

EXPERIENCE QUESTIONNAIRE – (Continued)

Contract amount: _____

Class of work: _____

When completed: _____

Name and address – Owner: _____

Contract amount: _____

Class of work: _____

When completed: _____

Name and address – Owner: _____

Contract amount: _____

Class of work: _____

When completed: _____

Name and address – Owner: _____

4. Have you ever failed to complete any work awarded to you? _____ If so, where and why?

5. Has any officer or partner of you organization ever been an officer or partner of some other organization that failed to complete a construction contract? _____ If so, state name of individual, other organization and reason therefor.

EXPERIENCE QUESTIONNAIRE – (Continued)

6. Has any officer or partner of your organization ever failed to complete a construction contract handled in his own name? _____ If so, state name of individual, name of owner and reason therefor.

7. In what other lines of business are you financially interested?

8. For what corporation or individuals have you performed work, and to whom do you refer?

9. For what cities or village have you performed work, and to whom do you refer?

10. For what counties have you performed work, and to whom do you refer?

11. For what State Bureaus or Departments have you performed work, and to whom do you refer?

12. Have you ever performed any work for the U.S. Government? _____ If so, when and to whom do you refer? _____

13. What is the construction experience of the principal individuals of your organization?

Individual's Name: _____

Present Position or Office: _____

Years of Construction Experience: _____

Magnitude and Type of Work: _____

In What Capacity: _____

EXPERIENCE QUESTIONNAIRE – (Continue)

Individual's Name: _____
Present Position or Office: _____
Years of Construction Experience: _____
Magnitude and Type of Work: _____
In What Capacity: _____

Individual's Name: _____
Present Position or Office: _____
Years of Construction Experience: _____
Magnitude and Type of Work: _____
In What Capacity: _____

Individual's Name: _____
Present Position or Office: _____
Years of Construction Experience: _____
Magnitude and Type of Work: _____
In What Capacity: _____

Individual's Name: _____
Present Position or Office: _____
Years of Construction Experience: _____
Magnitude and Type of Work: _____
In What Capacity: _____

Dated at _____ this _____ day of _____, 20____

(Name of Organization)

By: _____

(Title of Person Signing)

STATE OF NEW YORK)
) SS:
COUNTY OF)

_____ being duly sworn deposes and says that he is _____
And that he answers to the foregoing questions and all statements therein contained are true and correct.

Sworn to before me this _____
_____ Day of _____

Notary Public: _____

GENERAL CONDITIONS

DEFINITIONS

1. Wherever used in this General Conditions or in the other Contract Documents, the following terms have the meanings indicated herein which are applicable to each said document.

AGREEMENT – The written contract between VILLAGE and CONTRACTOR covering the work to be performed including all Contract Documents.

REQUEST FOR PAYMENT – The application to VILLAGE for payment of work performed in accordance with a Job Assignment pursuant to the terms of the Contract and the Method of Payment.

VILLAGE REPRESENTATIVE – Any time the term “Village Representative”, is mentioned in the Contract Documents, such term shall be deemed to make reference to the Superintendent of the Department of Buildings of the INCORPORATED VILLAGE OF LYNBROOK or his designated representative.

BACKCHARGE – A sum of money determined by the Owner’s Representative to be assessed and collected against any money due or payable by Village to Contractor.

BID – The offer or proposal of the Bidder (“CONTRACTOR”) submitted on the prescribed bid schedule form setting forth the prices for the work to be performed.

BID SECURITY – A bank check payable to the Village of Lynbrook accompanying the bid or proposal submitted by the Bidder (“CONTRACTOR”) as a guarantee that the Bidder will enter into a Contract with the VILLAGE if the Contract is awarded to said Bidder. Bid security will be returned to Contractor together with one copy of the fully executed contract.

BIDDER – Any person, firm or corporation submitting a bid to perform as the CONTRACTOR for the work specified in the Contract Documents.

CONTRACTOR – The person, firm or corporation with whom the VILLAGE has executed the Contract herein.

JOB ASSIGNMENT – The written assignment given by the Village to the Contractor of work to be performed under this contract. Contractor must commence work on each job assignment within thirty(30) days of the date provided on the form.

PROPOSAL – The offer of a Bidder (“CONTRACTOR”) to perform the requirements of Contract work described by the Contract Documents as submitted on the prescribed Bid Schedule form properly signed and guaranteed.

SPECIFICATIONS – Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the work.

GENERAL CONDITIONS – (Continued)

WRITTEN NOTICE – Written notice shall be considered as served when mailed by first class mail or by certified mail, return receipt requested, to the VILLAGE or to the CONTRACTOR at the last business address set forth in this document or such other address as is known to the parties serving the notice.

WORK – Any and all obligations, duties and responsibilities necessary for the successful completion of the Job Assignments assigned to and undertaken by the CONTRACTOR under the Contract Documents including all labor, materials, equipment and other incidentals and the furnishing thereof.

VILLAGE DEPARTMENT OF PUBLIC WORKS – Any reference in the Contract Documents to Department of Public Works or Department of Highway shall refer to the Lynbrook Department of Public Works and the Superintendent of the DPW, telephone number (516) 599-8838.

WRITTEN APPROVAL – Approval of the Contractor's Work for purposes of securing payment therefore by the Village. Such approval shall not constitute the Village's acceptance of the work for purposes of compliance with the twelve (12) month Continuing Obligation set forth in paragraph 11 herein.

PRELIMINARY MATTERS

2. Three (3) counterparts of the Contract and other Contract Documents shall be executed and delivered by the CONTRACTOR to the VILLAGE with fifteen (15) days of the Notice of Award; the VILLAGE will execute and deliver one (1) counterpart to the CONTRACTOR within ten (10) days of receipt of the three (3) counterparts from the CONTRACTOR.
 - (a) CONTRACTOR's familiarity with the Contract Documents and the site of the work. The CONTRACTOR represents that he has familiarized himself with the nature and extent of the Contract Documents, the work, the locality and with all local conditions, and federal, state and local laws which may in any manner affect the performance of the Work and that he has correlated his study and observations with the requirements of the Contract Documents. The CONTRACTOR also represents that he has studied all surveys and latent physical conditions related to VILLAGE sidewalks and surrounding area and has performed all due diligence necessary to calculate the Village's requirements for the performance of the Work at the contract price in accordance with the Proposal.
 - (b) *Starting the Project.* The CONTRACTOR will be fully prepared to start to perform his obligation under the Contract upon delivery to him of the fully executed contract.

GENERAL CONDITIONS – (Continued)

(c) *Before Starting the Work.* Before undertaking and work pursuant to a “Job Assignment”, the CONTRACTOR will provide to the VILLAGE the following documents:

1. CONTRACTOR’s comprehensive general liability insurance policy with endorsement naming VILLAGE as “additional insured” with liability limits of no less than \$1,000,000/\$3,000,000 bodily injury and \$300,000 property damage per occurrence. Said policy shall also include an endorsement covering the indemnification and hold harmless agreement contained in these General Conditions.
 2. Workers’ compensation coverage in accordance with the laws of the State of New York.
 3. New York State statutory disability benefits coverage in accordance with the laws of the State of New York.
 4. Automobile liability insurance covering each of the motor vehicles used by contractor in the performance of its Work. Said policy shall have minimum liability limits of \$1,000,000 for personal injury and \$100,000 property damage.
3. The VILLAGE may rescind this contract declaring it to be void and of no effect if the CONTRACTOR fails to keep each of the aforesaid insurance coverages in full effect for the life of the Contract.
4. *Hold harmless and Indemnification Provision.* The CONTRACTOR shall defend, indemnify and hold harmless the VILLAGE and its employees for any liability, lawsuits, claims or judgements arising from CONTRACTOR’s work, or the actions of any of its principals or employees in the performance of said work performed during the term of this Contract and from any defective work or defective condition of the materials furnished or supplied pursuant to the Contract.
5. *CONTRACTOR’s Supervision of Contract Work*
- a. The CONTRACTOR shall supervise and direct all of the work pursuant to the Job Assignments and the terms of the Contract Documents with his best skill and attention. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of work and shall be responsible to see that the finished work complies accurately with the Contract Documents and meets the standard of “good workmanship”.
 - b. The CONTRACTOR shall keep on the work site at all times a supervisor who shall speak the English language and have the authority to act on behalf of the CONTRACTOR.
 - c. The CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the work and perform the construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site.

GENERAL CONDITIONS – (Continued)

- d. The CONTRACTOR shall not employ any subcontractor without first receiving the written approval of the VILLAGE. "Where the VILLAGE gives written approval for the use of a particular subcontractor, the CONTRACTOR shall remain fully responsible for all of the work, acts and commissions of such subcontractor and its employees to the same extent as if the CONTRACTOR had performed said work.
6. *Safety.* The CONTRACTOR shall be responsible for initiating, maintaining and supervising such safety precautions as required by the conditions of the work site and the nature of the work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - a. The public, employees on the work site, and any other person who may be affected thereby.
 - b. All the work and materials incorporated therein.
 - c. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the work.
7. *Cleaning.* The CONTRACTOR shall keep the work site free from accumulations of waste materials, rubbish and other debris resulting from the performance of the work, and at the completion of the work, he shall remove all waste materials, rubbish and debris about the premises as well as tools, construction equipment and other materials and shall leave the site clean and ready for normal use by the abutting landowner, the public, and the VILLAGE. The CONTRACTOR shall restore to their original condition those portions of the site not designated for alteration or construction by the Contract Documents. The CONTRACTOR shall comply with the instructions of the Village Representative with respect to cleaning of the work site where, in the sole judgement of the Village Representative, specific cleaning considerations are required by the circumstances. This provision relative to "cleaning" shall be construed as part of the "work" under this agreement.
8. *Village Representative.* Village Representative will inspect the work of the CONTRACTOR for timeliness, compliance with Contract Documents, defect and/or deficiencies. The Village Representative has the authority to disapprove or reject work which is not in conformity with the Contract Documents. If any work is rejected as being non-compliant, Village Representative may direct CONTRACTOR to remove work which is defective and to replace it with work in compliance with Contract Documents. The Village Representative solely "Will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder". In his capacity as interpreter and judge, he will exercise his best efforts to ensure faithful performance by both the VILLAGE and the CONTRACTOR, he will not show partiality to either.

The CONTRACTOR shall give the Village Representative timely notice of its readiness to begin each Job Assignment so that inspections may be made prior to, during and immediately following the completion of the work involved in the Job Assignment.

GENERAL CONDITIONS – (Continued)

If the Village Representative finds that the work is defective or the CONTRACTOR fails to supply skilled workmen or suitable materials, or the CONTRACTOR fails to make prompt corrections of the work in order to comply with the instructions of the Village Representative the Village Representative may order the CONTRACTOR to stop work until such time as such cause for such work stoppage order has been eliminated.

Where work is rejected as not being in compliance with the Contract Documents or a work stoppage is ordered for non-compliance with the Contract requirements, of such correction or removal and replacement, including compensation for additional labor and materials, shall be paid by the CONTRACTOR. To the extent that such correction or removal and replacement, after three (3) days written notice to contractor, is not timely or adequately performed, the Village Representative may make a determination as to the amount of money necessary for the village to retain an outside contractor to make such correction or removal and replacement of rejected or defective work. Such amount of money shall then constitute a back-charge against funds due and payable to CONTRACTOR on other Job Assignments. The term "timely performed" means within said three days' notice period.

9. To defray expenses incurred by the VILLAGE because of defective or rejected work, the following back-charges will apply:
 - (a) Where clean-up work is ordered by the Village Representative, the back-charge will be \$500.00 plus administrative fee.
 - (b) Where Village Representative orders forms removed or concrete spillage removed from the site or equipment, tools or debris removed from the site, the back-charge will be \$500.00 plus administrative fee.
 - (c) Where defective work is ordered corrected and the re-inspected after such correction work is performed, the back-charge will be \$500.00 plus administrative fee.
 - (d) Where defective work is removed and replaced pursuant to instructions of the Village Representative, and then re-inspected for Contract compliance, the back-charge will be \$500.00 plus administrative fee.
10. After the Building Department's written approval of the work, for a period of one year after such approval, if any work on a Job Assignment is found to have been defective or where the defect was not immediately apparent at the time of the inspection at the end of the work. CONTRACTOR will correct the defective work or remove and replace the defective work upon notice from the Village Representative. If the CONTRACTOR does not promptly comply with the terms of such instructions, the Village Representative may have the defective work corrected by another contractor designated by the Village Representative and the costs of such correction, removal and/or replacement, including all direct or indirect costs, including compensation of any professional services, shall be promptly paid by the CONTRACTOR or, when ordered by the Village Representative shall constitute a back-charge against such funds as may be due to the CONTRACTOR from the VILLAGE from any source including other Job Assignments.

11. *CONTRACTOR's Continuing Obligation.* The CONTRACTOR's obligation to complete the Job Assignment in accordance with the Contract Documents shall be absolute and shall continue for a period of one year following written approval thereof. Neither approval of the work by the

GENERAL CONDITIONS – (Continued)

Village Representative nor the payments by the VILLAGE to the CONTRACTOR under the Contract Documents, nor the use of the sidewalks or related work by the VILLAGE, nor any correction of defective work by the VILLAGE shall constitute an acceptance of work not in accordance with the Contract Documents. If at any time during said one year period, the work is found to be defective, Village Representative shall notify CONTRACTOR who shall promptly correct the defective condition or remove and replace such defective work as specified in paragraphs 8, 9 and 10 herein.

12. *Term of Contract and Termination.*

- (a) The term of this Contract shall be for a period of two (2) years from the date set forth in the Contract. However, the VILLAGE reserves the right to renew said contract for two (2) additional two (2) year terms.
- (b) The Contract may be terminated by the VILLAGE during the Contract term at any time, for cause, upon ten (10) days written notice to CONTRACTOR. "Cause" shall be defined as the occurrence of (a) defective work, or (b) non-compliant corrective work, or (c) failure to comply with a directive of the Village Representative after three (3) days' notice to correct pursuant to the provisions of paragraph 8 herein. Should the CONTRACTOR fail to provide complete compliance with contract requirements with the said ten (10) day notice of termination, the Contract shall be void. Whether there is "lack of completion" shall be determined in the sole judgement of the Village Representative.

GENERAL SPECIFICATIONS

SIDEWALK, CURB, AND PEDESTRIAN RAMP PROGRAM

Section 0.1 Scope of Contract

The Inc. Village of Lynbrook intends to enter into this contract with a duly qualified sidewalk contractor for removal and/or constructing concrete curb, sidewalk, driveway aprons and pedestrian ramps at various locations within the Village and at various times during the term of the contract.

The term of the contract will be two (2) years as provided in the contract document herein. However, the Village reserves the right to renew said contract for two (2) one (1) year additional terms.

The Contractor shall have a supervisor, competent in speaking and understanding the English language, present on the job site wherever any work is underway.

MISCELLANEOUS WORK

The Contractor shall perform, but not be limited to the following miscellaneous work under this contract.

- (a) Hand-digging around and bracing any poles, signs, existing surface or subsurface structures.
- (b) Any sheeting required due to the location of the work and proximity of existing utilities, electrical cables, gas mains and conduits, etc.
- (c) Providing protection of underground utilities such as drains, water mains, sanitary sewers, electrical cables, gas mains and conduits, etc.
- (d) Removing and replacing street signs, stop signs, etc.
- (e) The Contractor is responsible for neatly restoring to the satisfaction of the Village Representative, all driveways, driveway aprons, sidewalks, curbs, lawns, shrubs and roadway pavements, which are disturbed during construction, and not specifically ordered by the Village Representative.
- (f) Placement of expansion joints adjacent to or near trees.

Payment for restoration under the various items of this contract will be made only for the limits and quantities indicated on the job assignments. All additional restoration work required because of the Contractor's negligence will be performed to the standards outlined under the various sections of the specifications at the Contractor's own expense, unless additional quantities are specifically ordered by the Village Representative.

The only exception shall be the disturbance of existing asphalt driveways during the replacement of sidewalk behind the driveway apron. The Contractor shall neatly saw cut one (1) foot behind the sidewalk line, such that the Department of Public Works may remove and replace the disturbed section. Contractor will inform the Village Representative prior to commencement of work that the asphalt work will be required by the Village.

GENERAL SPECIFICATIONS- (Continued)

PROCEDURE

The Village Representative will issue a "Job Assignment" which will consist of a direction to remove and/or construct concrete curb, sidewalk, driveway aprons, and/or handicapped ramps at one or more property locations within the Village.

At the time of the issuance of the "Job Assignment", the Contractor will proceed with the work in the same way that he presently does for private work, except that the Contractor will not be obligated to pay:

1. The standard permit fee for each application, and
2. The survey fee for line and grade for each application

The Contractor will have thirty (30) days from the date of issuance of the "Job Assignment" to complete all the work included in said "Job Assignment". This is a material term of this agreement. Failure to meet this time requirement will subject the Contractor, at the discretion of the Village, to cancellation of this contract.

Prior to construction, the Village Representative will mark out the locations noting the sidewalk, curb and driveway apron construction to be accomplished. The Contractor will be given access to "sidewalk survey" sheets indicating the extent of work required.

QUANTITIES OF WORK

It is the intent of the Village that the successful Contractor will be give "Job Assignments" by the Village Representative. There is no guarantee as to any minimum quantities of concrete curb, sidewalk, driveway apron or handicapped ramps in any "Job Assignment". Neither is there any guarantee as to any minimum total quantities of concrete curb, sidewalk, driveway apron or handicapped ramps to be constructed under this contract during the term of such contract, despite the estimated quantities which are shown in the Proposal section.

SURVEYS

No baseline or benchmark will be established by the Village Representative under this contract.

It will generally be the Contractor's responsibility to stake out all proposed curbs, sidewalks, etc. in accordance with the detail drawings, to match existing grades. It will be the Contractor's responsibility to maintain stakes and offsets.

NOTIFICATIONS

The Contractor shall notify the Village Representative by telephone ***at least 48 hours prior*** to the date when he is about to start work on a "Job Assignment" so the Village Representative can inspect the work area. The Village Representative's telephone number is 516-599-8828.

GENERAL SPECIFICATIONS- (Continued)

The Contract must provide each homeowner with ***at least 48 hours written notice prior*** to working on each respective homeowner's sidewalk and/or driveway. Access to and from each home must be maintained at all times possible.

All construction work shall be performed to cause the least inconvenience to the residents of the particular street and to the neighborhood in general. Subject to the approval of the Village Representative, the Contractor shall give Written notice to residents contain the following information:

- (a) What work will be done.
- (b) The date at which work will begin.
- (c) Whether the water service will be interrupted and when the water service will be reconnected.
- (d) Whether the driveway will be accessible during the construction time or what length of time access will not be permitted.
- (e) At what time the restoration will be completed.

The Contractor shall make arrangements to acquire a site for stockpiling materials, such as forms. Under no condition will any materials be stockpiled in any street. The Contractor shall only stockpile in areas where the installation operations are in progress and shall not block access to properties. The Contractor may not park any equipment on Village roads, or adjacent properties without prior consent of the Village Representative.

PHOTOGRAPHS

The Contractor shall provide photographs of before and/or after conditions of the work site when directed by the Village Representative.

ROOTS

Payment for this work shall be included in the several items of this contract as contained in the Bid Schedule.

EXCACATIONS AND BACKFILL

NO CLEAN FILL is to be removed from the job site by the Contractor.

If during backfilling after curb installation it is found that insufficient suitable excavated material is available for backfilling, clean fill and/or road screening will be available to the Contractor, at no cost to him, at the Village Department of Public Works storage site.

SAW CUTTING

All necessary saw cutting shall be included in the various payment items of the Bid Schedule.

CONSTRUCTION AND MATERIALS

The Contractor shall furnish all labor, equipment, materials and all necessary incidentals for the satisfactory completion of the work.

Contractor shall remove and dispose of all concrete and other materials which are displaced as part of the work.

ITEM 22C-2

BASE COURSE ASPHALT CONCRETE TYPE DENSE BASE

All the provisions of item 22C-2 of the County of Nassau Department of Public Works 1964 Standard Specifications for the Construction of Highways and Bridges as currently revised shall apply and all work shall be provided in accordance with the Contract Drawings and Specifications.

END OF ITEM

ITEM 26SS
PORTLAND CEMENT
CONCRETE COMBINATION CURB AND GUTTER

1. DESCRIPTION – Under this item the Contractor shall construct the combination curb and gutter as shown on the Plans specified herein and ordered by the Owner's Representative.
2. MATERIALS AND CONSTRUCTION DETAILS – All materials and methods of construction shall be in accordance with the specifications for Item 26, Cement Concrete Curb except that combination drop curb and gutter sections at commercial apron areas shall be provided by the Contractor with type 3 or 3A high early strength Portland cement. The Contractor shall also provide the accelerator admixture Pozzutec 20, as manufactured by Masterbuilders, Inc. The Contractor shall submit the design mix for the Owner's Representative's review.
3. METHOD OF MEASUREMENT – The quantity to be paid for under this Item shall be the number of linear feet placed in accordance with the Plans or directions of the Owner's Representative.
4. BASIS OF PAYMENT – The unit price Bid per linear foot for this item shall include the cost of furnishing all labor materials, tools, equipment and incidentals necessary to satisfactorily complete the entire work including reinforcement, concrete admixtures, grading, and the removal of any existing curb and/or combination curb and gutter unless otherwise shown on the Plans or in the proposal.

END OF ITEM

ITEM 27

PORTLAND CEMENT CONCRETE SIDEWALK

All the provisions of Item 27 of the County of Nassau Department of Public Works 1964 Standard Specifications for the Construction of Highways and Bridges as currently revised shall apply in their entirety, and all work shall be provided in accordance with the Contract Drawings and Specifications.

END OF ITEM

ITEM 28X
PORTLAND CEMENT CONCRETE
DRIVEWAYS AND DRIVEWAY APRONS

All the provisions of Item 28 of the County of Nassau Department of Public Works 1964 Standard Specifications for the Construction of Highways and Bridges as currently revised shall apply in their entirety and all work shall be provided in accordance with the Contract Drawings and Specifications.

Construction Materials

Commercial aprons shall be provided by the Contractor with type 3 or 3A high early strength Portland cement. The Contractor shall also provide the accelerator admixture "Pozzutec 20", as manufactured by Masterbuilders. The Contractor shall submit the design mix for the Owners Representative's review.

Method of Measurement and Basis of Payment

The unit price bid shall be per square foot and shall also include the cost of providing all reinforcement, concrete admixtures and other incidentals necessary to complete the work.

END OF ITEM

STANDARD SPECIFICATIONS

DIMENSIONS

One course sidewalks shall be cast between forms and constructed to a minimum thickness of four (4") inches, except at driveways, in which case the sidewalk shall be constructed in accordance with the specifications for driveway aprons.

Walks shall be placed to a minimum width of four (4) feet and shall have a transverse slope downward of one-quarter, ($\frac{1}{4}$ inch per foot toward curb. Where walks are replaced, they shall be replaced to the same width as was removed.

One course curbs shall be cast between forms and shall have the following dimensions: six (6) inches across the top, eight (8) inches across the bottom, and not less than eighteen (18) inches in depth. The top of the curb shall be pitched one-quarter ($\frac{1}{4}$) inch toward the gutter. The back of curb shall be vertical and the face of the curb shall have a batter of three (3) inches in eighteen (18) inches toward the gutter. At driveways, the top of curb shall be dropped three and one-half ($3\frac{1}{2}$) inches to four (4) inches to with one (1) inch to one and one-half ($1\frac{1}{2}$) inches of the gutter grade or water line grade or pedestrian ramps, the top of the curb shall be as shown on the attached detail drawings. Details of mountable curbs, integral curb and gutter, etc. where permitted, maybe obtained from the Village engineer.

Driveway aprons and sidewalk area at driveways shall be at least six (6) inches thick and shall be reinforced with steel wire mesh, 6 x 6 openings with number six (6) gauge in each direction and one (1) No. 4 bar in each corner. Aprons shall be of sufficient size to fill the area between the curb and sidewalk and shall match adjacent drop curbs and sidewalk for line and grade.

One course pedestrian ramps shall be cast between forms and constructed to a minimum of four (4) inches, at locations as directed by the engineer and as shown on the attached detail drawings. The "Type" of ramp to be constructed shall be as directed by the engineer.

PLACING AND FINISHING

The concrete shall be compacted by hand, spading sufficiently to avoid honeycombing along the forms and to eliminate voids. All compacting shall be performed while the concrete is in a plastic state and to such extent as will insure a dense mass with even and uniform surfaces and, free from segregation, aggregate pockets or honeycomb.

The freshly mixed concrete shall be placed and then be struck off with a straightedge advanced with a crosswise sawing motion.

STANDARD SPECIFICATIONS – (Continued)

Driveway aprons, pedestrian ramps and sidewalk shall be given a wood float or broom finish and edges and joints tooled. Curbs shall be rubbed to a hard smooth surface on top, and the face to a least seven (7) inches below the top. Pedestrian ramps shall be grooved in the drawings.

The placing of concrete shall not be suspended for 45 minutes or longer except at the end of a slab.

JOINTING

The sidewalk shall be scored into separate rectangular slabs. The depth of the scoring shall be a minimum of $\frac{3}{8}$ ". The distance between scorings shall not be greater than six (6) feet on any one side.

Care shall be taken to make the scorings at right angles to the alignment of the sidewalk.

The surface edges of each sidewalk slab and the inside edge of curbs shall be rounded to a radius of about one-fourth ($\frac{1}{4}$) inch. The outside edge of all curbs shall be rounded to a radius of one and one-half ($1\frac{1}{2}$) inches.

EXPANSION JOINTS

Expansion joint material shall be of the pre-molded type and shall conform in the requirements of A.S.T.M. Designation D 1751.

Expansion joints for sidewalk, curbs, pedestrian ramps and driveway aprons shall be one-half ($\frac{1}{2}$) inch in thickness extended from the surface to the subgrade and truly at right angles to the surface. They shall be placed at or near all places where the sidewalk, driveway, curb or pedestrian ramp meets another curb, driveway, pedestrian ramp or sidewalk or other structure and at regular intervals not exceeding twenty (20) feet.

The expansion joint in the curb shall be on the same line as the transverse expansion joints in the adjoining sidewalks. Expansion joints for curbs shall be one-half ($\frac{1}{2}$) inch in width and shall be placed at regular intervals not exceeding () feet. Expansion joints shall also be placed at the location as shown on the plans.

The engineer may direct the Contractor to perform two (2) separate concrete pours if necessary to satisfy this requirement.

Expansion joints adjacent to trees shall be placed in each flag within eight (8) feet of center of tree trunk.

All existing utility structures such as poles, manholes, hydrants, etc., which pour in the sidewalk area shall be wrapped with at least one layer of felt or expansion joint material for protection.

STANDARD SPECIFICATIONS – (Continued)

CORNERS

Curbs at street corners shall be constructed to a radius of not less than ten (10) feet unless otherwise directed by the engineer.

CURBING AND PROTECTION

Immediately after the concrete has set sufficiently to permit covering, the surface shall be covered with a layer of waterproof paper. The paper shall be placed to lap at the joints at least eight (8) inches. The laps and edges of the paper shall be weighted with a continuous windrow of earth to provide contact with the surface of the concrete. Torn or damaged paper shall be discarded.

The cover shall be kept moist and in place for at least forty-eight (48) hours after the surface finish has been completed.

The application of an approved colorless curing compound may be used in lieu of the above curing method, except during cold weather.

Regardless of the curing method used, a sufficient supply of waterproof paper shall be available on the site of the work at all times to cover the area of concrete that has not developed its final set, in case of rain.

ROOTS

Whenever roots are encountered which interfere with the proper construction of sidewalk, curb, ramp for the pedestrian, or apron, the Contractor shall cut away roots so as to be clear of such obstruction, unless such roots are heavy enough so that if cut, the safety of the tree may be impaired. Curb construction at protruding trees shall be as shown on the drawings.

TESTING

All costs of concrete test shall be borne by the Contractor. The Village may, at the discretion of the Superintendent of Buildings or his/her designee take test samples or slump test.

DELIVERY TICKETS

Each and every delivery of concrete or batching shall be accompanied by a ticket at the time of delivery for the engineer or his inspector, showing all the pertinent information of the mix and load, including additives.

The lack of proper tickets for the engineer or his inspector shall be cause for rejection of the delivery and no payment of compensation shall be made therefore.

STANDARD SPECIFICATIONS – (Continued)

All invoices for payment must be accompanied with the appropriate delivery tickets for said locations.

SUBGRADE

The following may be required, as directed per Village representative.

A minimum thickness of four (4) inches of granular material is required at subgrade. Where **non-granular** material exists at subgrade, it shall be removed to a dept of four (4) inches and replaced with granular material. All soft, boggy or unsuitable material shall be removed to a least sixteen (16) inches below subgrade, refilled with granular materials and well compacted.

On the subgrade thus prepared shall be place clean steam cinders or clean sand in sufficient quantity to ensure a uniform depth of at least four (4) inches after wetting, rolling or tamping until the surface is firm. This foundation shall project at least two (2) inches beyond the edge of the work.

This foundation shall project the forms to line and grade as given by the engineer. Trench areas shall be jetted and completely stabilized before replacements are made.

The subgrade shall be damp, but not muddy, when concrete is placed upon it. No concrete shall be placed in water.

EXCAVATION AND BACKFILL

The Contractor shall limit his excavation to no more than twenty-four (24) inches wide for curbs and no more that the horizontal dimension of sidewalk, ramp for the pedestrian or apron, plus eight (8) inches.

The Contractor shall furnish and place acceptable granular fill behind the new curb to provide a smooth transition from the sidewalk to the new curb as directed by the engineer. The topping material shall be topsoil which shall be fertile, friable, a natural loam containing a liberal amount of humus and shall be capable of sustaining a vigorous plant and grass seed growth. Topsoil shall be reasonably free of stone, lumps, clods of hard earth, sticks or other extraneous matter, placed to a minimum depth of six (6) inches.

SAWCUTTING

The Contractor shall furnish all labor, equipment, materials and necessary incidentals to perform saw cuts as directed by the engineer. This includes but is not limited to concrete pavement, sidewalks, curbs, driveways, gutters and other concrete surfaces. All saw cuts shall be to straight lines in a first-class manner unless otherwise directed. Crooked lines shall be saw cut again. Saw cuts shall not be less that one (1) inch in depth for concrete. Saw cuts shall 1/3 pavement thickness or one (1) inch minimum depth, whichever is greater for bituminous concrete.

STANDARD SPECIFICATIONS – (Continued)

BARRIERS AND LIGHTS

The Contractor shall furnish, place and maintain such construction signs, barricades, flashing lights and/or approved types of protective devices as will effectively prevent any accident in consequence of his work, which may cause consequential liabilities, and the said Contractor shall be liable for all injuries and damages occasioned in any way by his act or neglect or that of his employees.

The Contractor shall conform to the standard traffic requirements of the New York State Manual of Uniform Traffic Control Devices for work on Public Roadways.

Drawings do not include necessary components for construction safety. The Contractor should have his insurance safety engineer visit the job site periodically.

CLEANUP

Upon completion of the work and before acceptance and final payment is made, the Contractor shall clean the entire site of all debris, excess materials, etc., so that all parts of the work are left in are left in a neat and presentable condition, satisfactory to the engineer, including existing drainage systems. The Contractor shall also be responsible for the removal of all construction stakes, when their use is no longer required.

UTILITIES

If there is any indication of electric, water, sewer, NATIONAL GRID gas, or telephone installation (manholes, plates, etc.), in the vicinity of the work to be done, the appropriate Village department or utility must be contacted before any work is started to avoid any possibility of damage to utility installations, per Industrial Code Rule 53.

FULL-WIDTH ASPHALT PAVEMENTS

In those instances when curb will be removed and/or replaced on a full-width asphalt Village roadway, the following procedure shall be observed.

- (a) The Contractor shall neatly saw cut and remove the existing pavement twenty-four (24) inches in front of the face of the new concrete curb. When the concrete has cured sufficiently, the Contractor may, in some instances, be directed to place a temporary pavement or the curb trench prior to permanent restoration. In all cases the trench must be backfilled to existing grades with suitable granular material to maintain an adequate riding surface, prior to permanent restoration.

STANDARD SPECIFICATIONS – (Continued)

(b) Permanent pavement restoration shall be made in the twenty-four (24) inch trench by the Contractor, consisting of the following materials:

- (1) Four (4) inch minimum asphalt base equal to Nassau County Type 45 S.N. or New York State D.O.T. Type 1 Dense Base.
- (2) Two (2) inch minimum asphalt top course equal to Nassau County Type 1A.
- (3) A bituminous material shall be placed on all edges and contact surfaces as a tack or seal coat, either Asphalt Emulator Grade CI, Table II or Designation RS-3K, Table III, Liquid Asphalt R)-70, Table IV or MC-70, Table V of the Nassau County Standard Specification. Curbs shall be protected by a shielding device if a pressure distribution is used.

OTHER PAVEMENTS

1. Dirt shoulder or gutter shall be restored to its original grade by furnishing, placing, compacting and stabilizing clean, granular graded fill, free from large stones, noticeable amounts of clay, silt or organic material. The purpose of this material is to bring up the subgrade to the existing roadway grade. Fill shall be clean and free from foreign matter not over 10% shall pass a No. 200 sieve. The method of compaction shall be to the satisfaction of the engineer.
2. Asphaltic shoulder or gutter shall be restored to its original grade by subgrade preparation (as specified under defect shoulder) to within two (2) inches of grade and construction of a single course pavement of bituminous concrete, two (2) inches thick. The material shall be top course material as specified under "Bituminous Concrete" section of these specifications. Forms will not be required. The pavement shall be placed and rolled to a reasonable smoothness and match the grade of the adjoining surface. Before placing of the pavement, the subgrade shall be graded so as to remove all holes, depressions, or mud.

SPECIAL CONDITIONS

Certain instances may arise when the opinion of the engineer and/or additional specifications may be required such as:

1. Existing full-width concrete roads
2. Existing concrete gutters (separate)
3. Existing asphalt pavement on concrete base
4. Existing integral curb and gutter
5. Slipform operations
6. Trenching machine in lieu of conventional saw cutting for removal
7. Construction on Town of Hempstead property, Nassau County Roads, New York State Roads, etc. The engineer's decisions shall be final and conclusive

STANDARD SPECIFICATIONS – (Continued)

BITUMINOUS CONCRETE

GENERAL

These specifications shall apply to all plant mixed bituminous concrete items.

MATERIAL AND METHODS

Material and methods of handling materials shall meet all of the requirements of the Nassau County Department of Public Works standard specifications for the Construction of Highways and Bridges, including latest addends.

MATERIALS – AGGREGATES

A. COARSE AGGREGATE

The broken stone or crushed gravel, Types A or B, shall meet the Nassau County Department of Public Works requirements and have a percentage of loss when tested by the Los Angeles Abrasion Test, A.T.S.M. Designation C-131, of not more than thirty-five (35). It shall show not over fifteen (15) percent loss when subjected to ten (10) cycles of a sodium or magnesium sulfate soundness test, A.S.T.M. Designation C-88.

B. FINE AGGREGATE

Fine aggregate shall meet all the requirements of the Nassau County Department of Public Works including soundness requirements. Materials shall consist of clean, natural washed sand, rock sand, stone screenings from approved rock, or a combination of any of these materials.

BITUMINOUS MATERIAL

A. JOB MIX FORMULA

A job mix formula within limits of the following table based on the materials it is proposed to use, shall be submitted by the Contractor and approved by the engineer before the work is started. The formula may be changed during the progress of the work only with the approval of the engineer.

STANDARD SPECIFICATIONS – (Continued)

TABLE FOR COMPOSITION OF MIXTURES FOR PLANT MIXED
BITUMINOUS MATERIALS

Screen Sizes	Base Course		Top Course	
	<u>Type 1 Dense</u>		<u>Type 1A</u>	
	General	Job	General	Job
	Limits	Mix	Limits	Mix
	<u>% Pass</u>	<u>% Tot.</u>	<u>% Pass</u>	<u>% Tot.</u>
2"	100			
1 ½"	90-100			
1"	78-95	±5	100	0
½ "	57-84	±6	95-100	±5
¼ "	40-72	±7	65-85	±5
1/8 "	26-57	±7	32-65	±4
20	12-36	±7	15-39	±4
40	8-25	±7	7-25	±3
80	4-16	±4	3-12	±2
200	2-8	±2	2-6	±2
Asphalt Cement	4.0-6.0	±0.4	5.8-7.0	±.4
Penetration of A.C.	Grade & No. 702-0500	AC-20	85-100	
Placing Temp. F.	250-325		225-300	
Texture of Surface	Dense		Granular	

Note: All aggregate percentages are based on the total weight of the aggregate. All other percentages are based on the total weight of the mix.

STANDARD SPECIFICATIONS – (Continued)

B. ASPHALT CEMENT

Asphalt cement shall meet the following requirements: Asphalt cement shall be prepared by refining of petroleum and no mineral matter other than that naturally contained in the asphalt shall be present. It shall be uniform in character and free from water. It shall meet the following requirements for the penetration limits selected by the Village, when tested in accordance with the methods hereinafter numerated:

Sq. Gr. At 77° F	1.00-1.04
Pen. at 77° F 100 g. 5 sec.	85-100
Pen. Ratio (39.1° F/77° Fx100)	30.0+
Percent loss at 325° F	1.0
Percent Pen. Of Res.	60.0
Percent Sol. In CCl 4	99.5
Flash Point F.	34
Duct at 77° F.	60

C. MIXING PLANTS

The mixing plant used by the Contractor in preparation of bituminous concrete mixes shall be at the Contractor's option.

D. TRANSPORTATION

The paving mixture shall be kept clean during transportation in trucks approved by the engineer. For long hauls or during periods of low air temperatures, additional covers over all loads and insulation on sides of steel truck bodies will be required. The use of oil for coating the inside of truck bodies will not be permitted, soap solution or a coating of whitewash composed of lime and water may be used.

E. DELIVERY TICKETS

The Contractor will be required to furnish automatically recorded weight tickets with each load delivered, indicating the type of material, or the load shall be rejected by the engineer.

PLACING

A. GENERAL

The Contractor shall construct upon a previously prepared foundation a mixed bituminous concrete pavement laid to conform to the lines, grades and cross sections as shown on the plans or as ordered by the engineer.

The bituminous mixture shall be mixed hot, handled and laid hot.

STANDARD SPECIFICATIONS – (Continued)

B. PREPARATION OF FOUNDATION

Prior to the arrival of mixture on the work the foundation course shall be cleaned of all loose and foreign materials. Foundations shall be clean and dry at the time the course is placed and, in a condition, satisfactory to the engineer.

C. MACHINES AND EQUIPMENT

Spreading and finishing machines of an approved type shall be used to lay one course where the quantity of pavement and local conditions are suitable. Machines shall be equipped with easily adjustable strike off plates. Machines shall be in charge of experienced operators.

When hand spread, the material shall be deposited on a steel plate attached to the truck and spread in a uniform layer with suitable hand tools. The width of the strip placed in one operation shall be as directed by the engineer.

D. PLACING BASE COURSE

Base course, if specified, shall be placed according to the requirements herein specified. If a two (2) course pavement is place, the top course shall be placed within twenty-four (24) hours after placing base course. (Four (4) inches). Base course shall be compacted with vibratory plate compactors acceptable to the engineer.

E. PLACING TOP COURSE

The mix shall be spread to the proper depth, to product after rolling a finished surface to the cross section shown on the plans (two(2) inches). A long-handled screen at least five (5) feet in length shall be used to correct irregularities in the surface. Standing or walking on the unrolled mix will be prohibited.

STANDARD SPECIFICATIONS – (Continued)

F. COMPACTING THE TOP COURSE

After placing and while still hot or workable, the mixture shall be rolled with a ten (10) to twelve (12) ton three (3) wheel power-drive roller, and eight (8) to ten (10) ton tandem roller or roller producing a compression with the rear wheels of not less than two hundred and fifty (250) pounds per inch of tread. The roller shall be operated at a speed satisfactory to the engineer but not to exceed three (3) miles per hour, and the rolling shall proceed continuously at the rate of not more than twenty-five (25) tons of mixture per hour for each roller, except thirty (30) tons per hour will be permitted when a three (3) axle tandem is used. The wheels of rollers and paving machines shall be kept clean at all times. Water or a mixture of ten (10) percent lubricating oil and water may be used to moisten the wheels. Hot water, gasoline, grease or oil shall not be allowed to drip from machines onto the pavement.

Dump plates shall not be coated with oil; soap solution, whitewash or other approved material shall be used.

G. SEASONAL AND WEATHER LIMITATIONS

Material shall not be placed on wet foundations or placed while rain or snow is falling. No material shall be placed except by written permission of the engineer when the temperature is below 40° F.

H. PAVING AROUND CASTINGS

The Contractor shall furnish and use one-quarter (1/4) inch plywood forms which shall be cut to the exact shape of the castings which fall in the area to be paved. The forms shall have holes in them so they can be wired to the castings before placing the bituminous surface course to avoid movement.

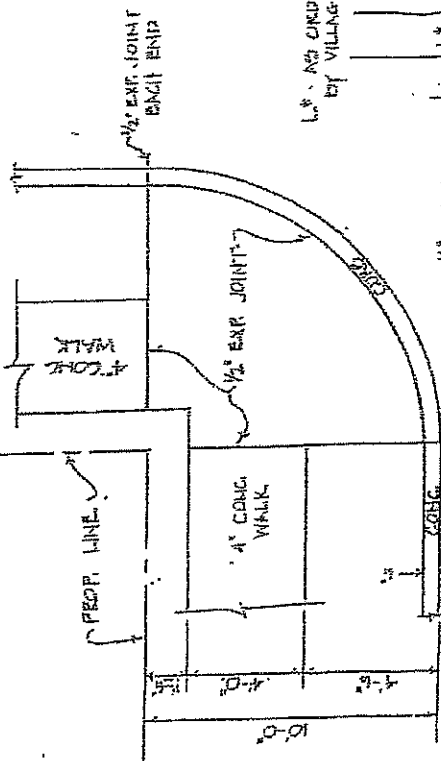
After the bituminous surface course is placed, the form shall be removed, and then the rolling operation performed. This will leave all castings one-quarter (1/4) inch below the surface of the pavement (maximum).

DETAILED DRAWINGS

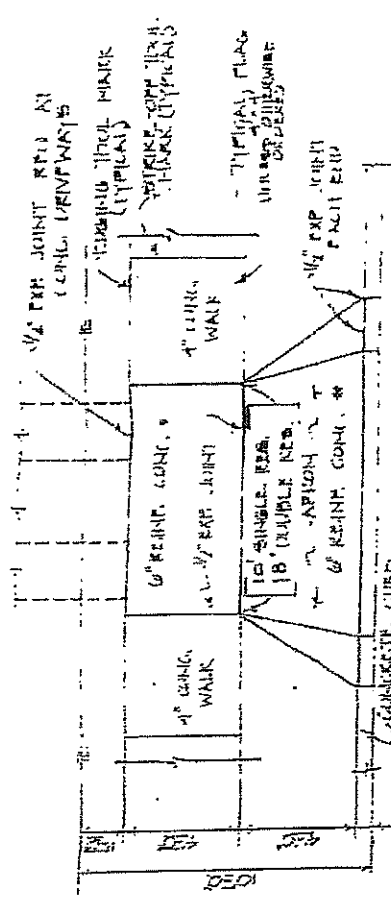
Standard Concrete Sidewalk, Curb and Driveway Aprons Details	Sheet 1 of 4
Standard Ramp for Pedestrians	Sheet 2 of 4
Alternate Standard Ramp for Pedestrians	Sheet 3 of 4
Existing Concrete Gutter Removal/Temporary Pavement Replacement	Sheet 4 of 4

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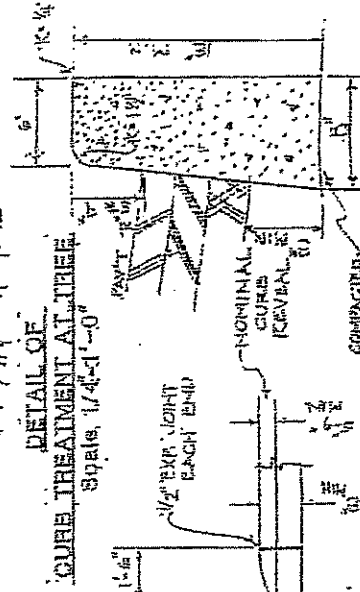
The drawings following this page are 8 ½" x 11" in dimension. Bidder will be provided 17" x 11" drawings 1 through 4 with these bid documents. Bidding contractor, by executing the contract herein acknowledges receipt thereof.



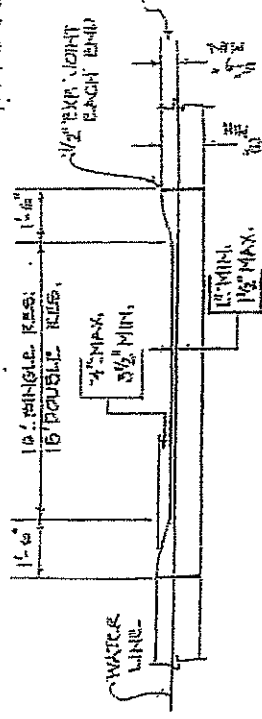
TYPICAL CORNER
Scale 1/4" = 1'-0"



TYPICAL DRIVEWAY DETAIL
Scale 1/4" = 1'-0"



DETAIL OF CURB TREATMENT AT TREE
Scale 1/4" = 1'-0"



CURB DETAIL AT DRIVEWAY
Scale 1/4" = 1'-0"

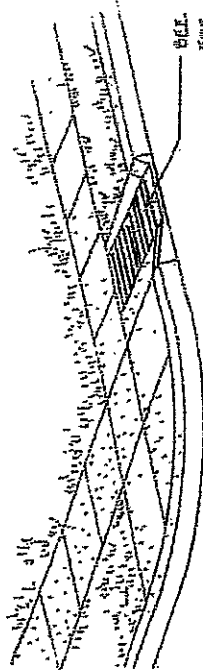
TYPICAL CONCRETE CURB DETAIL
Scale 1/4" = 1'-0"

* NOTE: DRIVEWAY APPROX. 1' SIDEWALKS AT DRIVEWAYS MUST BE CONCRETE OR REINFORCED CEMENT CONCRETE. REINFORCING SHALL BE WIRE MESH OF NO. 10, 6" MAX. SPACING. EXPANSION JOINTS SHALL BE SET IN 10' INTERVALS.

STANDARD VILLAGE DETAILS
ADOPTED BY BOARD OF TRUSTEES

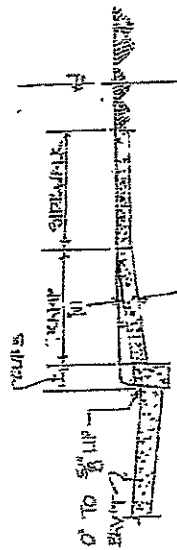
THE VILLAGE OF LYNDHURST
NASSAU COUNTY, NEW YORK

DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
STANDARD CONCRETE SIDEWALK, CURB AND DRIVEWAY APRON DETAILS	
ANNUAL PROGRAM	
1 OF 4	

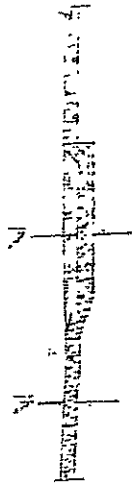


SEE NOTE BELOW
FOR RAMP

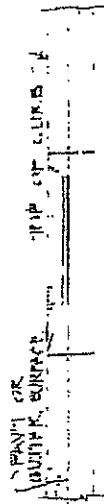
ISOMETRIC VIEW



SECTION A-A

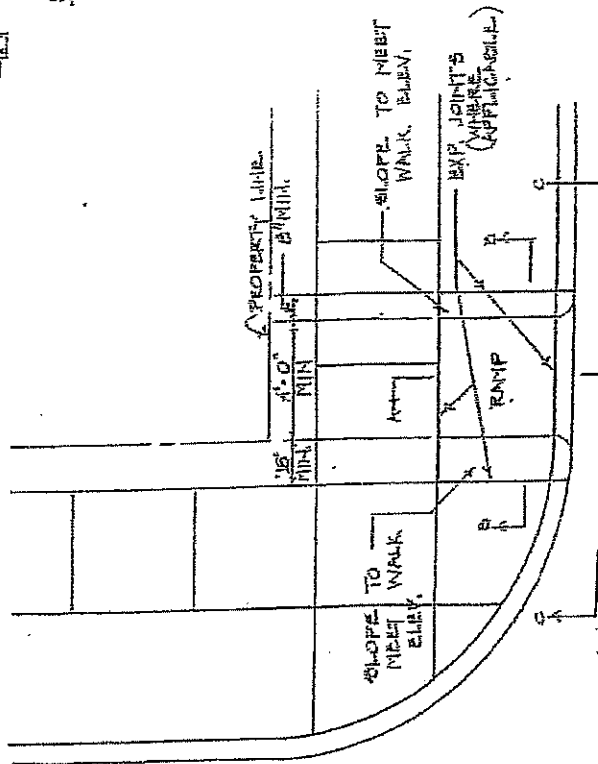


SECTION B-B



SECTION C-C

NOTE:
RAMP SURFACE SHALL BE
ONE OF READY SURFACE
NOT DEEP STRECHER,
TRANSVERSE TO THE RAMP,
PERMISSIBLE RAMP SLOPE 1 ON 12,
(MAXIMUM SLOPE 1 ON 12).



PLAN VIEW
Scale 1"=4'

STANDARD
TYPE 2

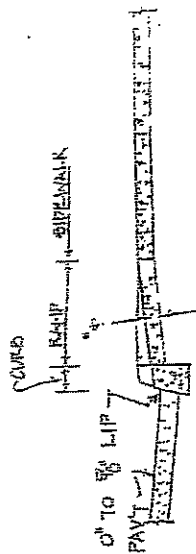
STANDARD VILLAGE DETAILS
ADOPTED BY BOARD OF TRUSTEES

Town of Lyndbrook
Nassau County, New York

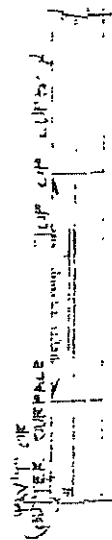
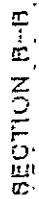
DESIGNED BY	DATE
CHECKED BY	DATE
APPROVED BY	DATE
STANDARD RAMP FOR PHYSICALLY HANDICAPPED PERSONS	
ANNUAL PROGRAM	
PAGE NO. 2 of 4	



—SHE NOTE-
FOR CAMP

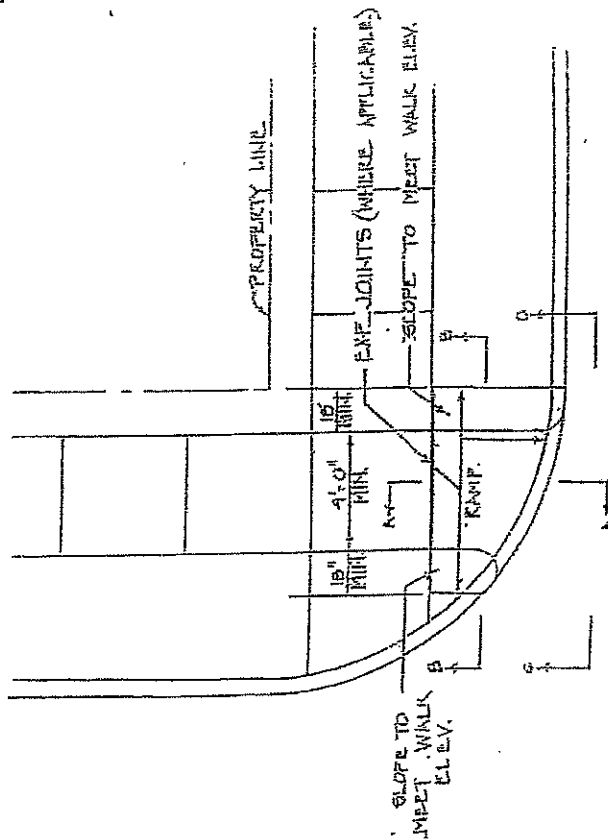


SECTION A-A



SECTION 2.3

7-10-68
CAMP SURFACES WILL BE
CLEANED FOR MARCH SURFACES
NOT TO BE RECOVERED,
TRANSPORTED TO THE CAMP.
TRANSFERABLE CAMP-PLATE 1 SH 12.
(MAY HAVE PLATE 1 AND 2).



PLAN VIEW
Scale 1"=4'

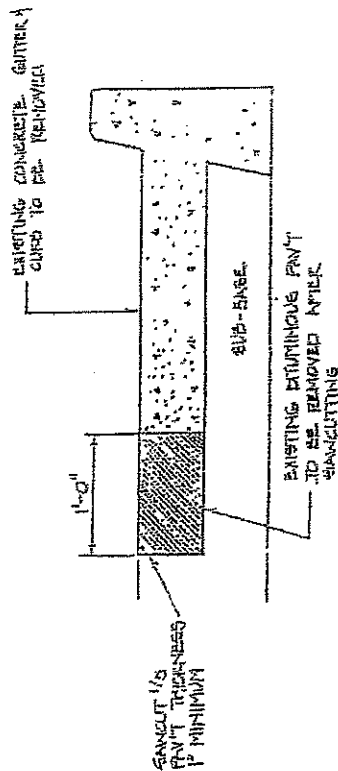
ALTERNATE
TYPE 1

STANDARD VILLAGE DETAILS
ADOPTED BY BOARD OF TRUSTEES

INC. Village of Lynbrook
Nassau County, New York

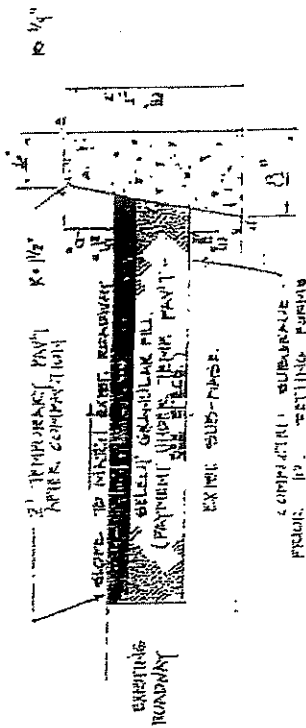
GENERAL INFORMATION	APPROVED BY _____ DATE _____	MONTHLY \$ _____ REVENUE _____
ALTERNATE STANDARD RAMP FOR PHYSICALLY HANDICAPPED PERSONS.		
ANNUAL PROGRAM		EVALUATION ALLOCATION \$ OF 4

ANNUAL PROGRAM ONLY -
 2018 CAPITAL PROJECTS



REMOVAL OF

EXISTING MONOLITHIC CURB & GUTTER



DETAIL OF NEW CURB CONSTRUCTION

WITH TEMPORARY PAVEMENT

STANDARD VILLAGE DETAILS
 ADOPTED BY BOARD OF TRUSTEES

THE VILLAGE OF LYNDEN
 NASSAU COUNTY, NEW YORK

DESIGNED BY
 DRAWN BY
 CHECKED BY
 APPROVED BY

EXISTING CONCRETE GUTTER REMOVAL
 TEMPORARY PAVEMENT REPLACEMENT

NOTES

FOR THOSE INSTANCES WHEN CURBS
 WILL BE REMOVED AND/OR REPLACED
 ON A FULL-WIDTH ASPHALT STREET, REFER
 TO THE SPECIFICATIONS.

General Provisions of Laws Covering Workers on Public Work Contracts

The Labor Department issues wage schedules on a county-by-county basis that contain minimum rates of pay for different work classifications. State law requires that these schedules be made part of all contracts between a government entity and a contractor.

The State Labor Department updates prevailing wage rates annually by July 1. For information and/or assistance on a specific rate, please contact the local district office. Informational wage schedules may be obtained by mailing or Fax a request to the Bureau's Central Office.

The process has five steps:

A state or local agency decides to let a contract for a public work project.

The contracting agency must send a written or online request to the Labor Department's Bureau of Public Work for an appropriate wage schedule.

The contracting agency then must attach the wage schedule to the bid specifications.

When awarding a contract, the agency must attach the wage schedule to the contract and notify the Bureau of Public Work that the contract has been awarded.

Before work begins, the contractor and subcontractor(s) must post wage schedules at the construction site so that workers know what they are entitled to.

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.

General Provisions of Laws Covering Workers on Public Work Contracts

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 Notice of Completion / Cancellation of Project form (PW-200) 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 page

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 be less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the:

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

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 provide copies to each subcontractor and obtain an affidavit certifying such schedule was received.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1 thru June 30 of the following year. The annual determination is available on the Department of Labor website. The prime contractor is required by law to provide copies of all applicable county schedules to each subcontractor and to obtain from each and every subcontractor an affidavit certifying that such schedules were received. If the original schedule expired, the contractor may obtain a copy of the new annual determination from the Department's website.

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 years from the project's

General Provisions of Laws Covering Workers on Public Work Contracts

date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project:

Name, Address, and Last 4 Digits of Social Security Number

Classification(s) in which the worker was employed

Hourly wage rate(s) paid

Supplements paid or provided

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, within ten days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to, time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten days will result in the withholding of up to 25% of the contract, not to exceed one hundred thousand dollars. 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, 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. A failure to provide a schedule by a contractor or subcontractor is a violation of Article 8 of the Labor Law. See Section 220-a.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule 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 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

General Provisions of Laws Covering Workers on Public Work Contracts

the annual determination will be corrected and posted to the Department's 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.

General Provisions of Laws Covering Workers on Public Work Contracts

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.

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.

Apprentices

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the New York State Commissioner of Labor. The allowable ratio of apprentices to journeymen 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.

Article 8 of the New York State Labor Law requires that only apprentices individually registered with the New York State Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency or office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing to the:

**New York State Department of Labor
Office of Employability Development/Apprenticeship Training
State Office Campus, Bldg. 12
Albany, NY 12240**

Fax (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 Albany Apprenticeship Training Central Office. Neither Federal nor State Apprenticeship Training offices outside 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:

General Provisions of Laws Covering Workers on Public Work Contracts

- 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 years when:

- Two willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six-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. See 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. See 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 fifty dollars for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract. Section 220-e(c)

General Provisions of Laws Covering Workers on Public Work Contracts

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due there under may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract. See 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 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.

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.

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.

***Contractor Registry (LL 220-I): Effective December 30th, 2024**

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and prohibits both contractors and subcontractors from commencing work on private and public projects subject to prevailing wage requirements. This section requires contractors to submit their Certificate of Registration with their bid materials. Each Certificate of Registration will have a unique registration number. Failure to provide proof of registration, as required by Labor Law Section 220-i, as a minimum qualification will result in the bidder being deemed non-responsive. There is a public database of registered contractors and subcontractors available online at [data.ny.gov](https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing) to confirm registration validity. For additional information on how to register and the requirements, visit <https://dol.ny.gov/public-work-contractor-and-subcontractor-registry-landing>

***Electronic Certified Payroll (LL 220-J): Effective December 31st, 2025**

Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at <https://dol.ny.gov/Electronic-Payroll>

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

Apprentice Training Ratios

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650

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, Rollerboy and Tampers.

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

WAGES PER HOUR:

07/01/2025

GROUP # 1

Total Wage Paid

63.83

"Base Wage"

54.23*

GROUP # 2

Total Wage Paid

62.36

"Base Wage"

52.76*

GROUP # 3

Total Wage Paid

57.89

"Base Wage"

48.29*

* For OVERTIME/PREMIUM CALCULATIONS purposes only.

SHIFT WORK

Additional 30% to "Base Wage" for all hours worked on New York State D.O.T. and/or other Government Mandated Off-Shift Work.

Hazardous Material Work add an Additional 10% of base wage

SUPPLEMENTAL BENEFITS

Per Hour:

ALL GROUPS

37.18

After Forty (40) paid hours in a work week

OVERTIME PAY

21.94

OVERTIME PAY

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

NOTES: Premium/Overtime Pay to be calculated on "Base Wage" ONLY. Then adding the difference between "Total Wage Paid" and "Base Wage"

Example Group #3 \$48.29 X Time and One Half = \$72.44 + \$9.60 = \$82.04

HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour(s) Terms at the following Percentage of the Journey Worker "Base Wage".

1st 0-1000/Hrs.

60%

2nd 1001-2000/Hrs.

70%

3rd 2001-3000/Hrs.

80%

4th 3001-4000/Hrs.

90%

Supplemental Benefits per hour:

All APPRENTICES

\$37.18

After Forty(40) paid hours in a work Week

21.94

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

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

WAGES

Per Hour: 07/01/2025

Cement Mason \$ 59.87

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.81

1.5x OVERTIME \$ 63.30

2X OVERTIME \$ 69.62

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

(1) year terms at the following wage:

	1st	2nd	3rd
	\$ 23.77	\$ 28.74	\$ 34.27

Supplement Benefits per hour paid:

	1st	2nd	3rd
Straight Time	\$ 14.86	\$ 15.16	\$ 15.27
1.5x OVERTIME	14.89	15.34	15.50
2X OVERTIME	14.91	15.51	15.73