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INCORPORATED VILLAGE OF LYNBROOK

WWW.LYNBROOKVILLAGE.NET

ADMINISTRATION (516) 599-8300 F: (516) 887-8148
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BUILDING (516) 599-8828 F: (516) 593-8309
JUSTICE COURT (516) 599-0416 F: (516) 599-0448
LIBRARY (516) 599-8630 F: (516) 596-1312
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PUBLIC WORKS (516) 599-8838 F: (516) 596-1001
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BUILDING SUPERINTENDENT
BRIAN STANTON

PARKS SUPERVISOR
KEITH BONOMO

PUBLIC WORKS SUPERINTENDENT
PHILIP HEALEY

RECREATION SUPERVISOR
ANTONIA MARCHESE

NOTICE TO BIDDERS

2025 Road and Parking Field Repair Initiative

The Village of Lynbrook is soliciting contractual bid quotes for the repair of roadways as both a presented list and on-call basis. The bids will be opened on **Thursday, March 27, 2025** at 11:00 AM. This is will be a prevailing wage contract and certified payrolls are required. The Project is a design -build initiative for the Village's Bituminous and Cement Macadam surfaces.

It is important to notice that the contract requires all Field Survey (i.e. elevation, line and grade, Flow line, etc.) is the sole responsibility of the Contractor. The Village has the allotted allowance for the survey phase is in the bid schedule of prices. The Village will analyze each unit price for rational and appropriacy.

The bidder must present references for past 5 years along with example of similar design-build ability. The term of the contract is 1 year from date of signing with 2 1-year extensions, with possible mutually agreeable unit price increases according to the CPI. The successful bidder must present a list of sub-contractors for review prior to time of contract signing.

Please note a Pre-bid meeting is scheduled for **Friday, March 21, 2025**, at 10 am at Village Hall locate at 1 Columbus Drive, Lynbrook. All questions and inquiries should be directed to the Department of Public Works@ 516 599 8838 or PHealey@lynbrookvillage.com

General Scope of Services:

- a) Break and remove concrete road panels as directed
- b) Asphalt binder to grade
- c) Replace concrete panel as directed
- d) Clean and Fill Joints as directed
- e) True and level concrete roadway
- f) Cold Mill Asphalt as directed
- g) Install curb or combination Curb and Gutter, sidewalk and Aprons as directed
- h) Install crack tape as required
- i) Tack coat, install asphalt pavement

Limits of Work:

Rocklyn Ave -between Merrick Road and Sunrise Highway

Ella Street- between Vincent and Earle Ave

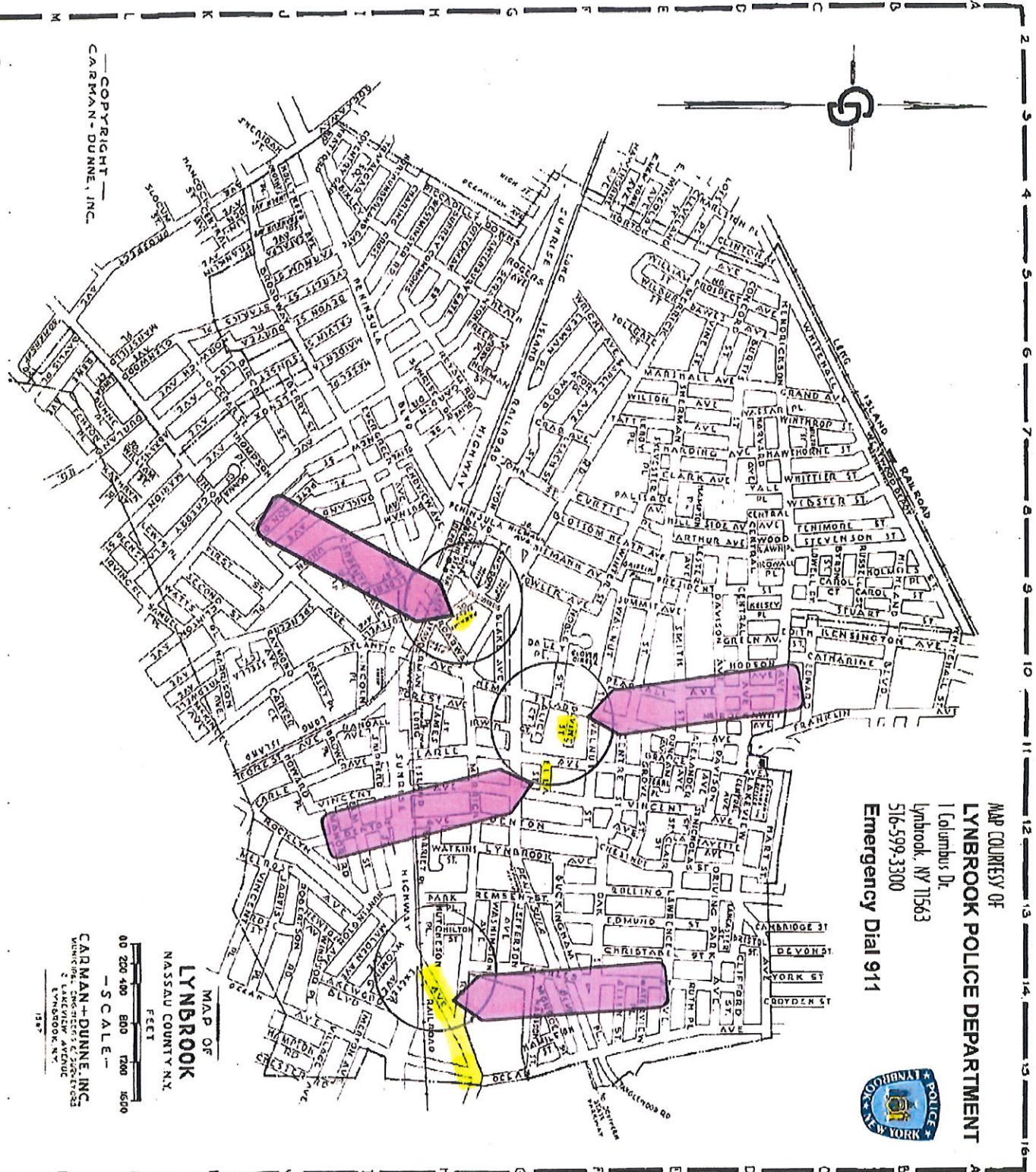
Devine Street- between Hempstead Ave and Dead End

Municipal Parking Field# 3- between Broadway and Columbus Drive

Earle Ave- between Walnut Street and Grove Ave.

Centre Ave- between Hempstead Ave and Earle Ave

MAP COURTESY OF
LYNBROOK POLICE DEPARTMENT
 1 Columbus Dr.
 Lynbrook, NY 11563
 516-599-3300
 Emergency Dial 911



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 CARMAN-DUNNE, INC.

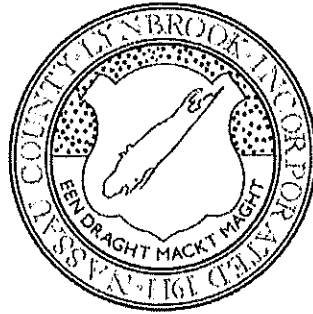
MAP OF
LYNBROOK
 NASSAU COUNTY, N.Y.
 FEET
 0 200 400 800 1200 1600
 —SCALE—
 CARMAN-DUNNE, INC.
 1000 S. LAKESHORE AVENUE
 LYNBROOK, N.Y. 11563

CONTRACT
AND
SPECIFICATIONS

For: 2025 ROAD PROJECT

Date: MARCH 27, 2025

No. 01-2025



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 SPECIFICATION NO. 01-2025

DATED: MARCH 27, 2025

FOR ITEM: 2025 ROAD PROJECT

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_____

(use reverse side to continue your offer, Do not use separate sheet)

INCORPORATED VILLAGE OF LYNBROOK

Lynbrook, New York 11563

SEALED BID FOR: **2025 ROAD PROJECT**
CONTRACT ANFD SPECIFICATIONS

No: 01-2025

Dated: February 27, 2025

For: **2025 ROAD PROJECT**

will be received by the Board of Trustees of the Village of Lynbrook at the Village Hall until 11:00 AM Prevailing Time, on March 27, 2025 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, for 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: February 27, 2025

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: February 27, 2025

No: 01-2025

SPECIFICATIONS FOR

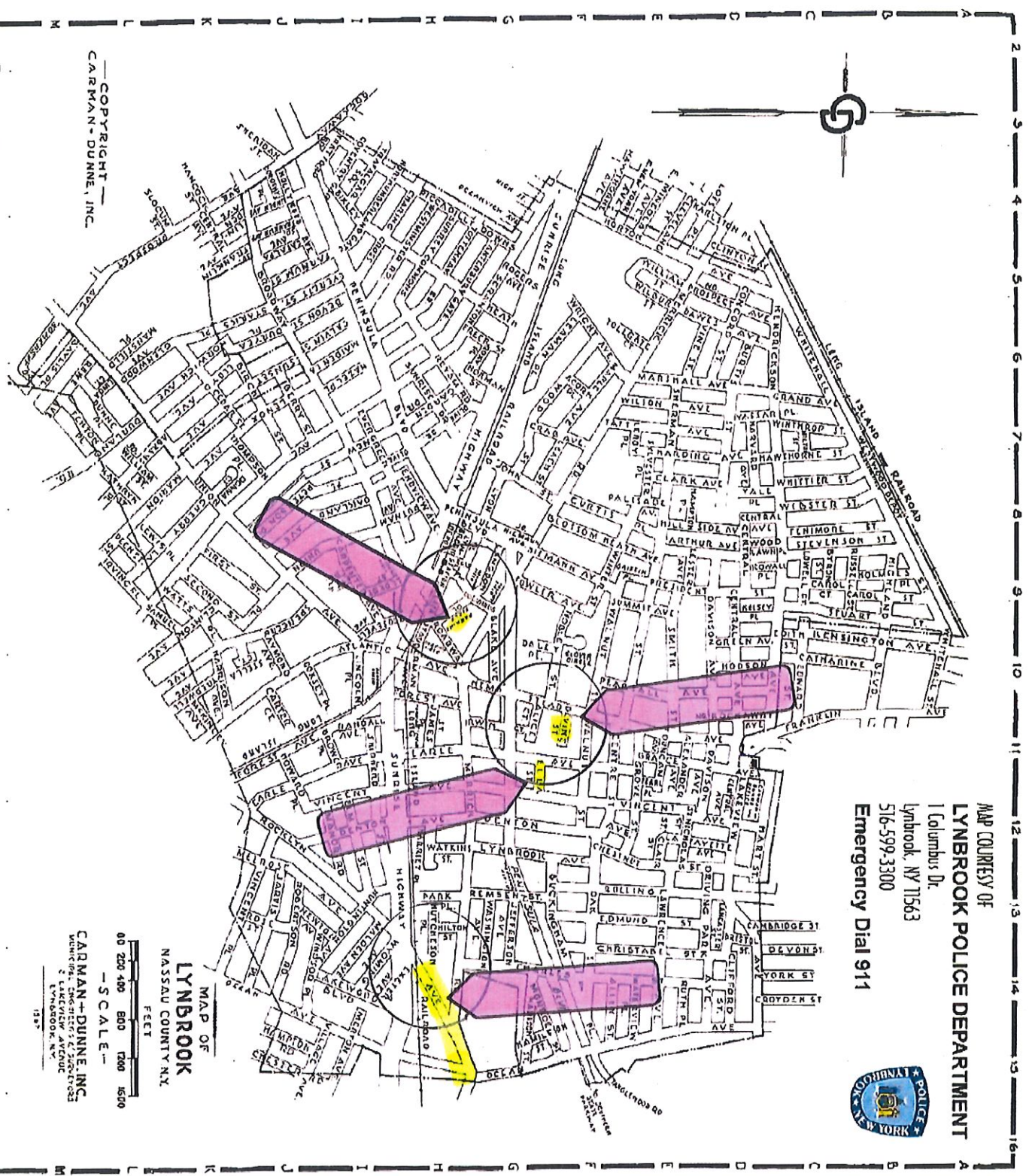
ITEM: 2025 ROAD PROJECT

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 ATTACHMENTS****



MAP COURTESY OF
LYNBROOK POLICE DEPARTMENT
 1 Columbus Dr.
 Lynbrook, NY 11563
 516-599-3300
 Emergency Dial 911



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 CARMAN-DUNNE, INC.

MAP OF
LYNBROOK
 NASSAU COUNTY, N.Y.
 FEET
 00 200 400 600 800 1000 1200 1400 1600
 -SCALE-
 CARMAN-DUNNE, INC.
 SUITE 202
 2 LAKEVIEW AVENUE
 LYNBROOK, N.Y.
 11563

Schedule of Prices

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
2X•	600 CU YDS	UNCLASSIFIED EXCAVATION For: _____ Dollars _____ Cents				
7.	3,000 SQ. YDS	Preparing Fine Grade For: _____ Dollars _____ Cents				
12 HDPE	65 L. F.	12" HDPE Pipe FOR: _____ Dollars _____ Cents				
13AX	2 Each	Install Drainage Structure Walls(includes, sidewalls, casting & deck). For: _____ Dollars _____ Cents				
13G	2 EA	Repair Drainage Structures For: _____ Dollars _____ Cents				
15X	4 EA	Altering Catch Basins (deck & casting) For: _____ Dollars _____ Cents				

Schedule of Prices

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
26	2,000 L.F.	Portland Cement Concrete Curb				
		For: Dollars Cents				
265S	2,000 L.F.	Portland Cement Concrete Combinations Curb & Gutter				
		For: Dollars Cents				
27	480 Sq ft.	Portland Cement Concrete Sidewalk				
		For: Dollars Cents				
28X	1,800 Sq. Ft.	Portland Cement Concrete driveways and driveway aprons				
		For: Dollars Cents				
36DX-M	1,500 Tons	Asphalt Cement Concrete Binder Course Type I A				
		For: Dollars Cents				
36EX	500 Tons	Asphalt Cement Concrete Pavement Type I A C				
		For: Dollars Cents				

Schedule of Prices

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
16SS-1	5 EA	Change Elevations of Sanitary Sewer Manholes (Minor Adjustments) For: _____ Dollars _____ Cents				
16SS-2	6 EA	Change Elevations of Sanitary Sewer Manholes (Major adjustments) For: _____ Dollars _____ Cents				
16SS-3	2 EA	Change Elevations of Manholes and Drop Inlets (Minor adjustment) For: _____ Dollars _____ Cents				
16SS-4	2 EA	Change Elevations of Manholes and Drop Inlets (Major adjustment) For: _____ Dollars _____ Cents				
24*	150 Cubic Yards	Portland Cement Concrete Pavement For: _____ Dollars _____ Cents				

Schedule of Prices

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
43 A X	2,000 L.F.	Cleaning and Sealing				
		For: Dollars Cents				
58SS-1	700 L. F.	Saw Cutting Concrete Pavement:				
		For: Dollars Cents				
58SS-2	750 L.F.	Saw Cutting Asphalt Pavement:				
		For: Dollars Cents				
100SS-8	V.L. F.	Precast 8 - ft Diameter Concrete leaching basin: Type B				
		For: Dollars Cents				
102SS-C	Lump Sum	Protection and Maintenance of Traffic: requirement "C":				
		For: Dollars Cents				
116	5,200 sq yards	Cold Milling				
		For: Dollars Cents				

Schedule of Prices

ITEM NO.	ESTIMATED QUANTITIES	ITEMS WITH UNIT PRICES WRITTEN IN WORDS	UNIT BID PRICE		TOTAL AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
226	20 LF	Removal & Replacement of Mortared Curb For: _____ Dollars _____ Cents				
302	50 cubic yds	Undercut and Selected Fill For: _____ Dollars _____ Cents				
398	1,400 cubic yds	Dense Graded Aggregate Base Course FOR: _____ Dollars _____ Cents				
36 C	1,500 sq yards	Trueing and Leveling Concrete Pavement For: _____ Dollars _____ Cents				
4 AX	4,200 SQ. Yards	Concrete Breaking Pavement For: _____ Dollars _____ Cents				
40SS	3,000 Gallon	TACK COAT For: _____ Dollars _____ Cents				

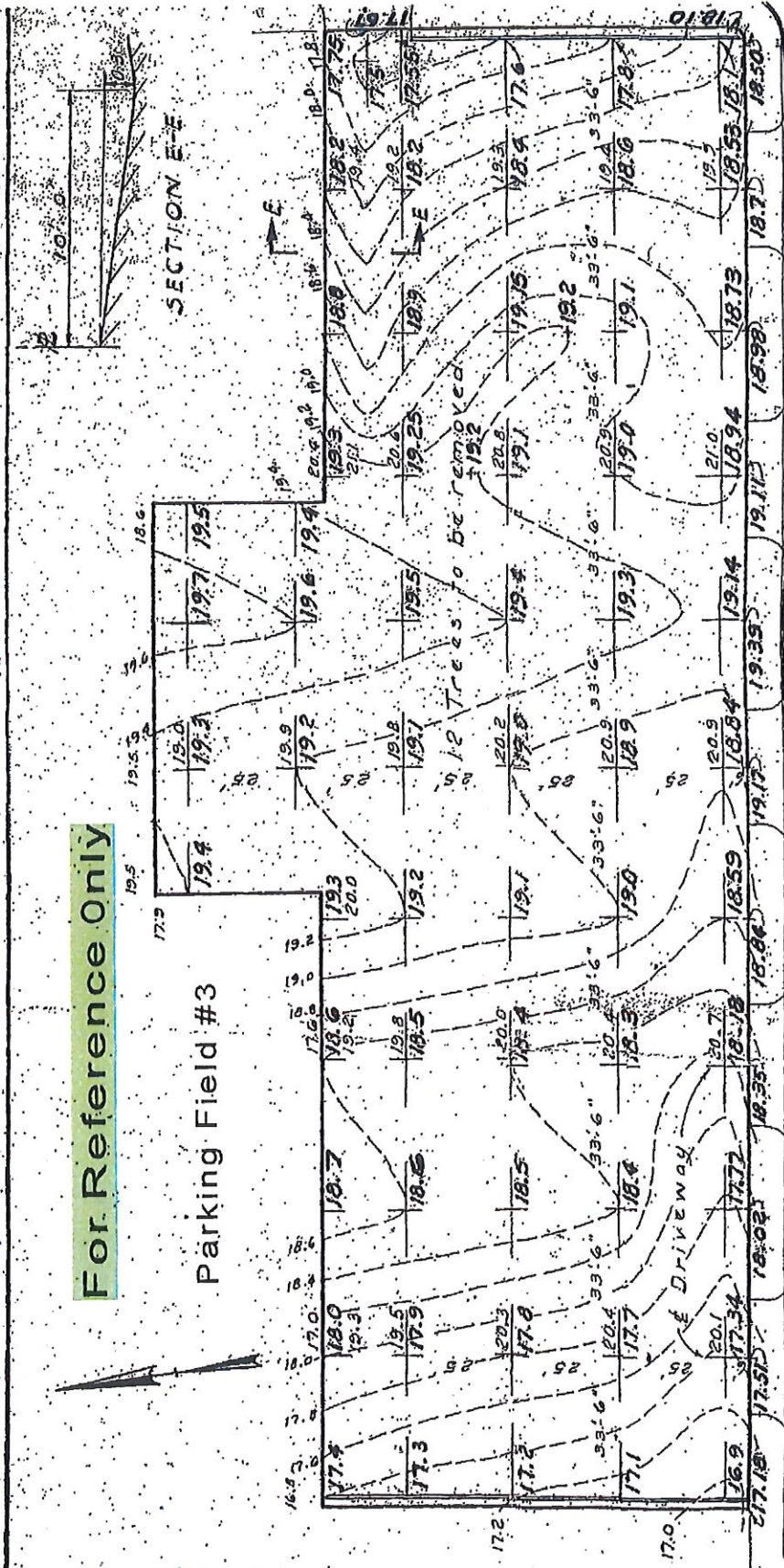
Schedule of Prices

Item No.	Estimated Quantities	Items with unit prices Written in words	Unit Bid Price		Total Amount	
			Dollars	Cents	Dollars	Cents
44SS	4,000 Linear FT.	High Density Stress Relief Interlayer For: _____ Dollars _____ Cents				
28X-DW	10	Detectable Warning Surface for Ramps For: _____ Dollars _____ Cents				
XX	Lump Sum	Contingency For: 10,000 _____ Dollars _____ Cents	10,000.	00	10,000.	00
40 SS-1	1,000 linear feet	Painting and Sealing For: _____ Dollars _____ Cents				
28X-DW	EACH	Pedestrian Compliant Ramps For: _____ Dollars _____ Cents				
A A	Lump Sum	Survey For: 10,000 _____ Dollars _____ Cents	10,000	00	10,000	00

For Reference Only

Parking Field #3

SECTION E-E



LANGDON PLACE

GRADING PLAN

Scale: 1" = 30'

Property Line

TECHNICAL SPECIFICATIONS FOR
CONSTRUCTION PAYMENT ITEMS

FOR

VILLAGE OF LYNBROOK
2025 ROADWAY IMPROVEMENTS

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>
Item 2X	Unclassified Excavation
Item 4AX	Cement Concrete Breaking (Pavement)
Item 7	Preparing Fine Grade (Subgrade)
Item 12HDPE-18	18-inch HDPE Pipe
Item 13AX/BX	Catch Basins & Manholes
Item 13G	RegROUT Drainage Structure Item
Item 15X	Altering Catch Basins
Item 16SS-1	Adjust Sanitary Casting (minor)
Item 16SS-2	Adjust Sanitary Casting (major)
Item 16SS-3	Adjust Drainage Casting (minor)
Item 16SS-4	Adjust Drainage Casting (major)
Item 24X	Cement Concrete Pavement
Item 26C	Cement Concrete Curb
Item 26SS	Cement Concrete Curb & Gutter
Item 27	Cement Concrete Sidewalk
Item 27SS-MW	Masonry Walk
Item 28X	Concrete Driveways and Aprons
Item 28X-DW	Detectable Warning Surface for Ramps
Item 28SS-MD	Stone or Brick Driveways and Aprons
Item 29X	Driveway Restoration
Item 36C	Concrete Pavement (Trueing & Leveling)

ITEM NUMBER

DESCRIPTION

Item 36DX-M	Asphalt Concrete Binder Course Type 1A
Item 36D	Asphalt Concrete Wearing Course Type 1AC
Item 36SS-1	Asphalt Concrete Type 1AC (driveways & walkways)
Item 40SS-1	Painting and Sealing
Item 40SS-2	Tack Coat
Item 43AX	Cleaning and Sealing
Item 44SS	Joints Crack Tape
Item 58SS-1	Sawcutting Concrete Pavement
Item 58SS-2	Sawcutting Asphalt Pavement
Item 102SS-C	Maintenance and Protection of Traffic
Item 116	Cold Milling
Item 398	Dense Graded Aggregate Base Course

NOTES:

1. Item numbers suffixed, by or containing the letter "X" signify that the County Standard Specification for those Items apply except as amended.
2. Item numbers suffixed by or containing the letter "SS" signify that Special Specifications apply.

ITEM 2X-1 - UNCLASSIFIED EXCAVATION FOR UNSUITABLE MATERIAL

The specifications for item 2x shall apply with the following addition:

2. **GENERAL** - Unsuitable material found in pipe trench bedding areas and roadway subgrade areas shall be removed to the satisfaction of the engineer.

END OF ITEM

ITEM 4AX – CEMENT CONCRETE BREAKING (PAVEMENT)

The requirements of item 4a shall apply, except that the payment for breaking of concrete curbs, sidewalks, combination curb and walk and gutter shall be excluded from this item and included in their respective items.

Breaking and removal of utility shock slabs and all buried or non-exposed concrete shall not be included in this item and shall be paid under item 2x (unclassified excavation).

ITEM 12HDPE-18- 18-INCH HDPE PIPE

The specification for item 12a-3 shall apply with the following modifications:

1. **DESCRIPTION** - Under this item the contractor shall furnish and place high density polyethylene n-12 (smooth interior with corrugated exterior) pipe. manufactured by advanced drainage systems or equal. Pipe shall be installed at the locations and to the lines and grades shown on the plans and/or as ordered by the engineer.
2. **MATERIALS** - This specification applies to ADS N-12 high density polyethylene corrugated pipe with an integrally formed smooth interior. Pipe and fittings shall be made of polyethylene compounds which conform with the physical requirements of type 111, category 3, 4 or 5, P23, P33, P34, class C per ASTM D-1248. with the applicable requirements defined in ASTM D-1248. Clean reworked material may be used.

Minimum pipe stiffness values shall be as follows:

<u>DIAMETER</u>	<u>PIPE STIFFNESS</u>
12"	45 PSI
15"	42 PSI
18"	40 PSI
24"	34 PSI
30"	28 PSI
36"	22 PSI

* Per ASTM Test Method D-2412

The pipe fittings shall be free of foreign inclusions and visible defects. The ends of the pipe shall be cut squarely and cleanly so as not to adversely effect joining.

The normal size for the pipe and fittings is based on the nominal inside diameter of the pipe. Inside diameter tolerance shall be plus 3% minus 1.5%. Corrugated fittings may be either molded or fabricated by the manufacturer. Fittings produced by manufacturers other than the supplier of the pipe lengths shall not be permitted without approval by the engineer.

Couplings shall be corrugated to match the pipe corrugations and the width shall not be less than 1/2 the nominal diameter of the pipe. Split couplings shall be manufactured to engage an equal number of corrugations on each side of the pipe joint. Where required by the engineer, a mastic type gasket may be utilized.

3. BASIS OF PAYMENT- No separate payment shall be made for the necessary excavation. The cost of all trench excavation, backfill, pipe fittings, cutting, temporary sheeting and bracing and dewatering shall be included in the unit price bid per linear foot of pipe. Imported backfill material, if required and as ordered by the engineer, shall be paid under item 5a.

END OF ITEM

ITEM 13AX – CATCH BASINS

ITEM 13BX – MANHOLES

THE SPECIFICATIONS FOR ITEMS 13 A AND 13 B SHALL APPLY WITH THE FOLLOWING MODIFICATIONS:

1. **MATERIALS** – CASTING SHALL BE DELIVERED ON THE PROJECT UNPAINTED AND AFTER INSTALLATION, ALL EXPOSED SURFACES SHALL RECEIVE TWO (2) COATS OF ASPHALTIC PAINT.

2. **METHOD** – ALL CASTINGS OR FABRICATED MATERIAL SHALL BE MANUFACTURED IN UNITED STATES FOUNDRIES. THE CASTINGS SHALL INCLUDE THE FOUNDRY NAME, ADDRESS (CITY AND STATE) AND THE DATE IT WAS PRODUCED. THE USE OF PRECAST CONCRETE CATCH BASINS AND MANHOLES SHALL BE PERMITTED UNDER ITEMS 13AX AND 13BX UPON APPROVAL FROM THE ENGINEER.

3. **METHOD OF MEASUREMENT** – THE QUANTITY TO BE PAID FOR UNDER THESE ITEMS SHALL BE THE ACTUAL NUMBER OF STRUCTURES CONSTRUCTED COMPLETE, IN ACCORDANCE WITH THE PLANS, STANDARD SHEETS, SPECIFICATIONS AND ORDERS OF THE ENGINEER.

4. **BASIS OF PAYMENT** – THE UNIT PRICE BID SHALL INCLUDE THE COST OF FURNISHING ALL LABOR, EQUIPMENT, TOOLS AND MATERIALS INCLUDING REINFORCING BARS, CONCRETE OR MASONRY, CASTINGS, FRAMES, COVERS, GRATINGS AND INCEDENALS INCLUDING EXCAVATION, DEWATERING, TEMPORARY SHEETING AND BRACING, BACKFILLING AND COMPACTION NECESSARY TO SATISFACTORILY COMPLETE THE WORK.

ITEM 15X - ALTERING CATCH BASINS

All the provisions of Item 15X of the County of Nassau Department of Public Works 1964 Standard Specifications for the Construction of Highways and Bridges as currently revised shall apply as modified herein:

PART 2 MATERIALS

All castings or fabricated material shall be manufactured in United States Foundries. The castings shall include the foundry name, address (city and state) and the date it was produced.

PART 5 BASIS OF PAYMENT

The unit price Bid shall include the cost of furnishing and installing all new curb inlet castings, frame and ring castings, covers and other metal parts.

END OF ITEM

ITEM 16SS-1 - CHANGE ELEVATIONS OF SANITARY SEWER MANHOLES (MINOR ADJUSTMENT)
ITEM 16SS-2 - CHANGE ELEVATIONS OF SANITARY SEWER MANHOLES (MAJOR ADJUSTMENT)
ITEM 16SS-3 - CHANGE ELEVATIONS OF MANHOLES AND DROP INLETS (MINOR ADJUSTMENT)
ITEM 16SS-4 - CHANGE ELEVATIONS OF MANHOLES AND DROP INLETS (MAJOR ADJUSTMENT)

1. **DESCRIPTION** - Under this Item the Contractor shall remove and reset to required grade all existing municipal owned manholes and drop inlets within the limits of the Contract, as shown on the Plans, specified herein and ordered by the Owner's Representative.

The Contractor shall notify the Nassau County Department of Public Works, Division of Sanitation and Water Supply, prior to any alteration of sanitary sewer manhole top and ring.

Adjustment of sanitary sewer manholes shall conform with the requirements of the Nassau County Department of Public Works, Division of Sanitation and Water Supply. Minimum and maximum heights of brick chimneys shall be 4" and 16", respectively or as directed by the Nassau County, Department of Public Works, Division of Sanitation and Water Supply or its representative. Only concrete brick shall be used where brickwork is required. Manhole frames shall be set in Portland Cement mortar. Manhole covers must be accurately set to finished grade. Warping or feathering of pavement to meet improperly set manholes will not be permitted. Manhole and covers must be clean and free of all debris and road paving materials. Where it is necessary to rotate the manhole frame and cover, new manhole steps of 1" diameter wrought iron with 12" tread, galvanized after bending, shall be installed to the satisfaction of the Nassau County Owner's Representative.

Adjustment of drainage manholes and drop inlets shall conform to the requirements of the Nassau County Department of Public Works, Highway Division, Specifications. The method of construction for the adjustments shall be at the direction of the Owner's Representative. Only concrete brick will be used where brickwork is required. Manhole frames shall be set in Portland Cement mortar. Manhole covers must be accurately set to finished grade. Warping or feathering of pavement to meet improperly set manholes will not be permitted. Manholes and covers must be clean and free of all debris and road paving materials. All work shall be performed and completed to the satisfaction of the Owner's Representative.

Unless otherwise specified or ordered, manholes owned by public utilities shall be removed and reset by the respective owners under the supervision of the Contractor and the Owner's Representative and all requirements as to methods and workmanship shall apply as herein specified for municipal owned or maintained manholes and drop inlets.

2. **MATERIALS** - All changes shall be made with the same type of material used in the original construction unless otherwise shown on the Plans, on the Standard Structure Sheets or ordered by the Engineer. All new material shall comply with the applicable portions of Items 13A and 13B, Paragraph 2, "Material".

Care shall be taken in removing the existing frames and covers to avoid damage thereto. If any frames or covers are damaged through carelessness on the part of the Contractor, they shall be replaced at this expense.

3. **CONSTRUCTION DETAILS FOR ITEM 16SS-1** - This Item pertains to sanitary sewer manholes when the change in elevation requires the alteration of the chimney brickwork within the allowable limits of chimney height.
4. **CONSTRUCTION DETAILS FOR TEM 16SS-2** - This Item pertains to sanitary sewer manholes requiring the addition or removal of 48" R.C.P. section.
5. **CONSTRUCTION DETAILS FOR ITEM 16SS-3** - Under this Item. the Contractor shall adjust drainage manholes and drop inlets by an addition or removal of courses of brick.

ITEM 16SS-1 - CHANGE ELEVATIONS OF SANITARY SEWER MANHOLES (MINOR ADJUSTMENT)
ITEM 16SS-2 - CHANGE ELEVATIONS OF SANITARY SEWER MANHOLES (MAJOR ADJUSTMENT)
ITEM 16SS-3 - CHANGE ELEVATIONS OF MANHOLES AND DROP INLETS (MINOR ADJUSTMENT)
ITEM 16SS-4 - CHANGE ELEVATIONS OF MANHOLES AND DROP INLETS (MAJOR ADJUSTMENT)

- A. In raising the elevation to meet the new grade the Contractor shall construct a chimney on top of existing manhole, satisfactory to the Owner's Representative.
 - B. In lowering the elevation the Contractor shall remove courses of brick sufficient enough and shall rebuild the corbal at the proper angle to meet the established grade. Existing brick shall be removed as required and/or directed by the Owner's Representative.
6. **CONSTRUCTION DETAILS FOR ITEM16SS-4** - Under this Item the Contractor shall raise or lower a structure by adding or demolishing and replacing a reinforced concrete slab in order to meet the established grade. The Contractor shall add at least two (2) courses of new brick under the reinforced concrete slab, either by adding to the existing structure or demolishing enough below grade. Existing brick shall be removed as required and/or directed by the Owner's Representative.
7. **METHOD OF MEASUREMENT** - The quantity to be paid for will be the actual number of manholes and drop inlets altered in accordance with the Plans and the Standard Structure Sheets as specified herein and as ordered by the Owner's Representative.
8. **BASIS OF PAYMENT** - The unit price Bid for each alteration shall include the cost of furnishing all labor, materials, equipment, all new head frame castings, metal rings, steps and all other metal or precast reinforced concrete sections, necessary to complete the work.

END OF ITEM

ITEM 24X - CEMENT CONCRETE PAVEMENT

The Specifications for Item 24X shall apply except that the unit price Bid shall be per square foot and shall include the cost of furnishing and placing all doweling, epoxy and reinforcement.

END OF ITEM

ITEM 26C - CONCRETE CURB

All the provisions of Item 26 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 26SS - CONCRETE COMBINATION CURB AND GUTTER

1. DESCRIPTION - Under this Item the Contractor shall construct the cement 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.
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 Engineer.
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 bar reinforcement and all grading, including fine grading and shall also include 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 - 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 27SS-MW - MASONRY WALK

ITEM 27SS-MW - REMOVAL AND REPLACEMENT OF MASONRY WALK

1. **Description** -Work included under this item is the removal and replacement of stone, brick or concrete block walks. The word "stone" includes cobblestone, belgian block, slate, flagstone and other similar stone that is commonly used in walk construction.
Where any questions arise as to the necessity for removing a stone or brick walk, the engineer shall decide, and the contractor shall remove and replace such walk-in accordance with the engineer's orders.
2. **Materials** - Concrete shall be class "B" concrete in accordance with the specifications. In removing any section of stone or brick walk, the contractor shall salvage the existing stone or brick and reuse the stone or brick in the replacement thereof. Should any additional stone or brick be required, the contractor shall use a stone or brick of shape, color and material similar to that removed.
3. **Installation**- The stone or brick walk shall be replaced to match the existing.
4. **Method of Measurement**- The quantity to be paid for under this item shall be the number of square feet removed and replaced according to the plans and at the direction of the Engineer.
5. **Basis of Payment**- The price bid for this item shall include all labor, materials, including additional stone and/or brick, tools, equipment and incidentals necessary to remove and reconstruct the stone or brick walk where directed and in accordance with the specifications.

NOTE- Stone or Brick walk not set in place with a concrete base or joint shall be paid for at a rate of one-half (½) the price bid per square foot.

ITEM 28SS-MD- REMOVAL & REPLACEMENT OF STONE OR BRICKDRIVEWAYS

1. Description -Work included under this item is the removal and replacement of stone, brick or concrete block driveways and/or driveway aprons in accordance with the plans. The wording "stone" includes cobblestone, belgian block and other similar stone that is commonly used in driveway construction.

Where any questions arise as to the necessity for removing a stone or brick driveway or driveway apron, the engineer shall decide, and the contractor shall remove and replace such driveway or driveway apron in accordance with the engineer's orders.

2. Materials - Concrete shall be class "B" concrete in accordance with the specifications. In removing any section of stone or brick driveway and/or driveway apron, the contractor shall salvage the existing stone or brick and reuse the stone or brick in the replacement thereof. Should any additional stone or brick be required, the contractor shall use a stone or brick of shape, color and material similar to that removed.
3. Installation -The stone or brick driveway and/or driveway apron shall be replaced to match the existing.
4. Method of measurement - The quantity to be paid for under this item shall be the number of square feet removed and replaced according to the plans and at the orders of the engineer.
5. Basis of payment - The price bid for this item shall include all labor, materials, including additional stone and/or brick, tools, equipment and incidentals necessary to remove and reconstruct the stone or brick driveway and/or driveway apron where directed and in accordance with the specifications.

NOTE - Stone or brick driveway and/or driveway apron not set in place with a concrete base or joint shall be paid for at a
Rate of one-half (1/2) the price bid per square foot.

END OF ITEM

ITEM 28X-DW DETECTABLE WARNING SURFACE FOR RAMPS

The specifications for item 27 and item 28x shall apply with the following additions and modifications:

1. **Description** - Under this item, the contractor shall provide a detectable warning surface on sidewalk curb ramps at locations indicated on the plans.
2. **Materials**- The detectable warning surface to be provided by the contractor shall be "armor-tile" detectable warning surface tile systems as manufactured by:
- 3.

Engineered Plastics, inc.
300 International Drive, Suite 100
Williamsville, NY 14221
1-800-682-2525
www.armor-tile.com

Size of each tile shall be 2' x 5' (nominal)
Color shall be dark grey (fed color no. 36118).

4. **Construction Details** - The contractor shall construct the ramps to receive the detectable warning surface in accordance with items 26c and 27 (type "a" ramp), or item 28x (type "b" ramp). Prior to the finishing of the concrete, the contractor shall install the detectable warning surface in accordance with the manufacturer's installation procedures and recommendations
- 5.
6. **Method of Measurement**- The quantity to be paid for under this item shall be the number of each detectable warning surface tile placed and completed in accordance with the plans and specifications and accepted by the engineer
- 7.
8. **Basis of Payment** - The unit price bid per each for this item shall include the cost of furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the entire work of providing the detectable warning surface including tile cutting, tile cleaning and protection of the detectable warning surface until the ramps are opened to pedestrian traffic.

END OF ITEM

ITEM 28X 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.

END OF ITEM

ITEM 29X - DRIVEWAY RESTORATION

The Specifications for Item 29 shall apply with the following modification:

1. DESCRIPTION - Under this Item the Contractor shall reconstruct and/or restore existing driveways of all various types except Portland and Asphalt Cement concrete and asphalt cement concrete at the locations and to the lines, grades and limits shown on the Plans and/or directed by the Owner's Representative.

END OF ITEM

ITEM 36DX-M - ASPHALT CONCRETE BINDER COURSE TYPE 1A

All the provisions of Item 36D 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 or as modified herein.

1. DESCRIPTION - Under this Item the Contractor, as his option, shall construct an asphalt concrete binder course with all natural or recycled aggregates. The recycled aggregates may be a mixture of natural or artificial soils and crushed materials. The binder course shall be placed upon a previously prepared foundation, conforming to the lines, grades, thickness and cross slopes, as shown on the Plans or as directed by the Engineer.

The requirements of Part Three, Section "8" of the Nassau County Department of Public Works Standard Specifications for Bituminous Concrete shall apply for all options with the following modifications:

2. PAVING PLANT - All requirements under Article 1, Paving Plants, shall apply with the following additions:
 - A. Reclaimed asphalt pavement shall be fed into the plant by equipment specifically designed for recycling. The plant shall at all times conform to Federal, State and Local Air Quality Standards.
 - B. If a batch type plant is used, scalping screens, grizzlies or similar devices shall be installed on the RAP feed bins to remove any debris for other foreign material in excess of four (4") inches. The plant shall be modified so that the new aggregate can be superheated to a temperature required to produce the resultant mix temperature of 250° to 325° Fahrenheit, after adding the ambient temperature RAP. The plant shall be modified to feed the RAP to the aggregate weigh hopper in a manner to insure uniform proportioning. If excessive moisture is present in the RAP, a means of venting the pugmill, to allow for the moisture to escape will be necessary.
 - C. If a drum mix plant is used, the RAP shall be fed into the drum so that it will not come in direct contact with the burner flame. Mixing RAP with the new aggregate shall occur before the Bituminous material introduction point. The plant shall be modified so that the new aggregate can be superheated to a temperature required to produce the resultant mix temperature of 250° to 325° Fahrenheit, after adding the ambient temperature RAP.
 - D. The plant shall be equipped in such a manner to divert the RAP, new aggregate and asphalt cement to facilitate an accurate method of calibration.
3. MATERIALS - The Bituminous Binder Course shall be composed of any combination of RAP natural aggregates, natural or artificial soils and crushed materials and Bituminous material. All materials shall meet the requirements of Part Three, Section B, Article 4 with the following modifications and additions:
 - A. Aggregate - The aggregates used shall meet the requirements of materials of construction, Part Two, Section B, M3 Fine Aggregate and M4 Coarse Aggregates, with the following exceptions:

ITEM 36DX-M - ASPHALT CONCRETE BINDER COURSE TYPE 1A

At the option of the Contractor, the coarse and fine aggregates may be mechanically recycled crushed concrete material or artificial soils and crushed materials, free from foreign and organic matter, carefully blended to produce a mixture within the composition limits.

The maximum percent loss by wight from the Los Angeles Abrasion Test (ASTM C131) shall be 45.

- B. Reclaimed Asphalt Pavement (RAP) - RAP from each pavement source shall be stockpiled on a free draining base separately from other aggregates. RAP sources shall be reclaimed from the stockpiles without contamination by foreign materials.

Prior to entry into the mixer, the RAP shall a reasonably uniform gradation from coarse to fine, with a minimum of 95% passing the two (2) inch sleeve.

- C. Samples - The Contractor shall submit representative samples of all aggregates to the Owner's Representative for approval. The samples must be as representative as possible of the average gradation of the materials. The sampling of aggregates shall be under the observation of the Owner's Representative, and shall be taken at the time of manufacture of each material. The samples will be tested by a private lab, at the expense of the Contractor.

- D. Composition of Mixture - The RAP, natural aggregate, natural and artificial soils and crushed material and the Bituminous material shall be combined by weight to produce an acceptable mixture. The blend of materials shall meet the requirements of subsection 2 for aggregate gradation, asphalt cement content and temperature range. The added asphalt cement grade selected by the Contractor shall be approved by the Owner's Representative. The blend percentages of RAP shall be selected within the limits shown below:

<u>Plant Type</u>	<u>% Reclaimed Material Mix</u>
Drum Mixer	70
Batch Plant	50

Mix Composition - The mix composition shall be as follows:

	GENERAL LIMITS	JOB MIX
<u>Screen Sizes</u>	<u>% Passing</u>	<u>Total%</u>
1-1/2 Inch	100	-
1 Inch	95-100	+5
½Inch	70-90	+6
1/4 Inch	48-74	+7
1/8 Inch	32-62	+7
No. 20	15-39	+7

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- C. Seasonal and Weather Limitations - Asphaltic concrete mixtures may be placed only when the combinations of material and base temperatures are within the limits shown in the following table:

Base Temperature in Fahrenheit	Course Thickness in Inches			
	1	1-1/2	2	3 and Greater
20-30	-	310	305	285
31-40	-	305	295	280
41-50	-	300	285	275
51-60	300	295	280	270
61-70	290	285	275	265
71-80	285	280	270	265
81-90	275	270	265	260
91 and over	270	265	260	255

5. CONTRACTOR QUALITY CONTROL - The Contractor shall be required to perform one (1) extraction test per lot of material. A lot shall be defined as one days production or 1,000 Tons, whichever is smaller. The samples shall be taken under the observation of the Owner's Representative. All testing shall be tested by a private laboratory, at the expense of the Contractor. The laboratory shall be approved by the Owner's Representative.
6. METHOD OF MEASUREMENT - The quantity to be paid for under this Item shall be the number of Tons of compacted material satisfactorily furnished, placed and incorporated in the completed work, in accordance with the Plans, Specifications and orders of the Owner's Representative. The rate of placement shall be 17.60 square yards per Ton per compacted inch of asphalt.
7. BASIS OF PAYMENT-The unit price Bid per Ton for this Item shall include the cost of all labor, materials, equipment, testing and incidentals required for the completion of the work.

END OF ITEM

ITEM 36D - ASPHALT CONCRETE WEARING COURSE, TYPE 1AC

All the provisions of Item 36D 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 or as modified herein.

Paragraphs 2e. Rate of Placement, 3. Method of Measurement, and 4. Basis of Payment, as stated under Item 36B - Asphalt Concrete Type 1AC of the 1964 Nassau County Standard Specifications for the Construction of Highways and Bridges shall be in full force and effect under this Item. The rate of placement shall be 17 square yards per Ton per compacted inch of asphalt.

END OF ITEM

ITEM 36SS-1 - ASPHALT CONCRETE, TYPE 1AC (DRIVEWAYS & WALKWAYS)

The Specifications for Item 36E, asphalt concrete, type 1AC shall apply with the following additions and modifications:

2 **MATERIALS AND CONSTRUCTION DETAILS**

- D. Placing - The Contractor shall, under this Item, perform all work and furnish all labor, tools, materials, equipment and incidentals necessary to adjust the grade of walkways and driveways as directed by the Owner's Representative.

The areas paved shall be sawcut, excavated, and/or filled and fine graded, and paved with 3" of asphalt concrete, type 1AC.

Existing areas to be paved under this Item shall be sawcut, excavated and the subgrade properly prepared to line and grade as necessary to construct the Bituminous Macadam course to the required depth. All defective areas in the foundation for the course shall be repaired as directed.

1" x 4" treated timber side forms shall be required in conjunction with material placed under this Item.

3. BASIS OF PAYMENT - The unit price Bid per Ton for this Item shall include all labor, materials, tools, equipment, incidentals, including saw cutting, excavating, and/or fill, fine grading, asphalt and timber for edge, necessary to satisfactorily complete the work in an acceptable manner in accordance with the Plans, Specifications, and orders or the Owner's Representative.

END OF ITEM

ITEM 40SS-1 - APPLYING BITUMINOUS MATERIAL (PAINTING AND SEALING)

ITEM 40SS-2 -APPLYING BITUMINOUS MATERIAL (TACK COAT)

1. DESCRIPTION - Under these Items the Contractor shall furnish and apply approved Bituminous materials of the kinds and quantities specified at the locations shown, or as directed by the Owner's Representative.
2. MIXING AND APPLICATION TEMPERATURE - Under these Items, the supplier shall furnish the Owner's Representative with data on the temperature - viscosity relationship for each lot of asphalt to be used on the project. This data shall take the form of a graph as approved by the laboratory and shall cover the range of temperature and viscosity within which the asphalt may be used.
3. MATERIALS AND METHOD - All Bituminous materials furnished and incorporated in the work under these Items shall conform to the requirements of Part Two, Section B, M5, Bituminous material shall be applied only to surfaces which are dry and clean of all dirt, dust, and other foreign matter.
 - A. Item 40SS-1 - Painting and Sealing - The Contractor shall paint and seal all surfaces of curbs, aprons, gutters, castings, pavement edges or other areas abutting or adjacent to the area to be resurfaced with Bituminous material. The Bituminous material shall be hot, 85-100° asphalt cement or RC-70 (asphalt cutback) and shall be approximate rate of 0.05 to 0.15 gallons per square yard.
 - B. Item 40SS-2 - Tack Coat - The Contractor shall apply a tack coat on existing pavement surfaces for the width of pavement, as shown on the Plans, or as directed by the Engineer. The tack coat shall be SS-1 (asphalt emulsion) or RC-70, (asphalt cutback) and shall be applied at a rate of 0.05 to 0.15 gallons per square yard.

The Bituminous material shall be applied with an acceptable pressure type distributor or other pressure type equipment capable of maintaining the specified temperature and rate of application. The surface shall be allowed to dry until it is in a proper condition of tackiness (barely sticky to the touch) to receive the asphalt concrete resurfacing course and be applied only so far in advance of resurfacing course placement, as is necessary to obtain this proper condition of tackiness. Until resurfacing course is placed, the Contractor shall protect the tack coat from damage and conduct the sequence of this application in such manner as to exclude traffic from the tack coated surface.

4. METHOD OF MEASUREMENT - The quantity to be paid for under Item 40SS-1 shall be the number of linear feet placed in accordance with the drawings, Specifications, and the directions of the Owner's Representative. The quantity to be paid for under Item 40SS-2 shall be the number of square yards placed in accordance with the drawing, Specifications and directions of the Owner's Representative.
5. BASIS OF PAYMENT - The unit price Bid for both Items shall include the furnishing of all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the entire work.

END OF ITEM

ITEM 43AX - SEALING JOINTS AND CRACKS IN CONCRETE PAVEMENT

1. **DESCRIPTION** - Under this Item, the Contractor shall seal longitudinal and transverse joints and cracks in existing concrete pavement.
2. **MATERIALS** - Joint sealer shall be plastic joint material conforming to the requirements of Bituminous Material A, Filler, Item 43A, of the Nassau County Department of Public Works Standard Specifications (latest edition).
3. **CONSTRUCTION DETAILS** - All joints and cracks designated by the Engineer, shall be thoroughly cleaned with a wire brush or other suitable tool, designated for the purpose of thoroughly cleaning pavement joints and cracks.

Only joints and cracks 1/8 inch wide or greater shall be sealed. The joints and cracks shall be cleaned and sealed for the full depth of the existing concrete pavement, or until solid material, as verified by the Engineer, is encountered.

Saw cutting will be required where directed by the Engineer to open up existing cracks and joints that will be sealed with the Asphalt Filler.

The joint sealant material shall be heated and poured at a temperature recommended by the manufacturer, in a manner satisfactory to the Engineer. Care shall be taken not to overfill the joint space. Joints and cracks shall be filled in a neat workmanlike manner from 1/8 to 1/4 inch below the adjacent pavement surface. Any spillage or overflow shall be thoroughly cleaned from the pavement surface. The joint shall be dusted with sand immediately after placement and the sand removed immediately before paving.

4. **METHOD OF MEASUREMENT** - The quantity to be paid for under this Item will be the number of linear feet of transverse or longitudinal joints and cracks sealed.
5. **BASIS OF PAYMENT** - The unit price Bid per linear foot shall include the cost of furnishing all labor, equipment, saw cutting, and materials necessary to complete the work as specified or as ordered by the Engineer.

END OF ITEM

ITEM 44SS - HIGH DENSITY STRESS RELIEF INTERLAYER (CRACK TYPE)

PART 1 GENERAL

- 1.01 This Item covers the requirements for furnishing and installing reinforced high density stress relief interlayer in accordance with details specified herein and details shown on the plans.
- 1.02 The Contractor shall supply all necessary tools and equipment required for a complete, satisfactory and approved installation as designated by the Owner's Representative.

PART 2 PRODUCTS

- 2.01 Material shall be PavePrep as manufactured by the PavePrep Corporation; Pavement Products, Inc., 516-331-2200.

The material shall be a high density asphalt mastic sandwiched between two layers of polyester fabric meeting the following properties:

Weight	0.9 Lb. Ft. ²	
Caliper (retains 95% caliper after loading)	0.135 inches	ASTM D 1777
Absorption	1% Maximum	ASTM D517-68
Brittleness	Pass	ASTM D517-68
Softening Point (Mastic)	200°F min.	ASTM D2398-68
Cold Flex (2" x 5" Specimen 180° bend on 2" Mandrel - 0°F)	No Cracking	
Heat Stability (2" x 5" Specimen Hung Vertically in a Mechanical Convection Oven - 2 Hrs. - 190°F)	No Dripping or Delamination	
Polyester Reinforcement: cycles to break (single fiber)	2,100,000 plus	
Flammability (Self-extinguishing, no burn rate when tested in accordance with Federal Dept. of Transportation Specification 302)		
Percent Elongation	100%	Instron
Tensile Strength	1000 Lbs. In. ²	Instron
Width	20 inches	

- 2.02 Asphaltic Tack

The asphaltic tack to be applied to the pavement surface shall meet the following requirements:

<u>Material</u>	<u>Grade</u>	<u>Specification</u>
Asphalt Cement	AC-20*	AASHTOM226

*Higher penetration asphalts of heavier coverage may be specified for cold weather applications, severely cold climates, or for applying on milled surfaces.

- 3.01 EQUIPMENT:

- A. Asphalt Distributer - a Distributer or motorized tar kettle, both equipped with a hand held wand, are required for applying the tack. Where designated by the Owner's Representative, a pour pot may be used to secure the material to pavement, using a ribbon effect.
- B. Hand Tools-It is recommended that the rolls be applied with a self tensioning hand applicator. A rubber tire hand roller is recommended to insure full width bonding to the old pavement. Razor blade knives should be provided to cut the mat.

ITEM 44SS - HIGH DENSITY STRESS RELIEF INTERLAYER (CRACK TYPE)

PART 3 EXECUTION

- 3.01 Surface Preparation - the surface upon which the material is to be placed shall be free of dirt, water and vegetation. Cracks up to 1/4" width need not be filled. Larger cracks or holes shall be filled with a suitable material hot mix. This work shall be performed and paid for under this item.
- 3.02 Application of Tack - the tack coat shall be applied at the rate of 0.10 Gal./Sq. Yd. (approx.) if sprayed. A typical fog coat is all that is necessary in warm weather conditions. In colder temperature conditions, a heavier spray is needed to ensure a good bond. In no case shall the tack exceed 0.20 to 0.25 Gal./Sq. Yd. This could cause a slippage of the mat when the heat of the hot mix re-liquifies the binding agent. Whether tack is being applied by mechanical means or from a pour pot, the edges of the mat are the most important part. See that they are bonded well to the old pavement. The tack coat shall be applied at the rate of .20 to .25 Gal. Sq. Yd. over milled surfaces. Minimum recommended temperature for AC-20 tack 290°F.

The width of asphalt tack application shall be the material width plus 3-4 inches and shall be applied no further in advance of material placement than can be accomplished without losing adhesion abilities of the tack. Weather conditions will be major determining factor here. For example, in cold weather this distance might be no more than 5 feet.

- a. Sand - although no required, small amounts of washed sand may be used to blot excess asphalt if necessary to facilitate movement of traffic or construction equipment over the material prior to the overlay. There should be no need, however, if the correct amount of tack is used. Hot mix can be sanded out on material ahead of paver if material is sticking to tires or trucks and will eliminate such problems should they occur.
- 3.03 Material Placement - the material shall be placed onto the tack prior to the time the asphalt has cooled and lost its tackiness. It shall be unrolled with the woven fabric side up and nonwoven (fuzzy) side down.

Where transverse and longitudinal joints meet, overlap is necessary for complete waterproofing. Additional tack is required to bond the two mat areas together where overlapping is used.

Cornering shall be accomplished without sectioning the material by walking gathered material to one spot and slicing a bubble out with a razor knife and tacking the overlap.

Removal and replacement of material that is damaged after placement is the responsibility of the contractor, and shall be determined by the Owner's Representative. No additional payment shall be made for this work.

- 3.04 Material Overlay - hot mix overlay with a 1-1/2" minimum thickness shall immediately follow placement of the material.

PART 4 METHOD OF MEASUREMENT AND BASIS OF PAYMENT

- 4.01 The unit of measurement of the high density membrane shall be in linear feet.
- 4.02 Payment shall be made at the contract price per linear foot of the material in place. This price shall be for furnishing all materials including hot asphalt mix crack filler, bituminous tack, and application of these material, and for all labor, equipment, tools and incidentals necessary to complete the item to the satisfaction of the Owner's Representative.

END OF ITEM

ITEM 58SS-1 - SAW CUTTING EXISTING PORTLAND CEMENT CONCRETE
ITEM 58SS-2 - SAW CUTTING EXISTING ASPHALT PAVEMENT

1. **DESCRIPTION** - Under this Item the Contractor shall cut existing Portland Cement concrete, asphalt or other materials used in pavements, walks, driveways and aprons, etc., preparatory to it's removal, where and to the lines shown on the plans and/or as directed by the Owner's Representative.
2. **METHOD GENERAL** - The Work Performed under these Items is to establish a neat, true joint line of required depth between the existing pavement, walk, driveway, driveway apron, etc, retained and the abutting construction to be placed subsequently.
3. **METHOD DETAIL- Item 58SS-1** - The equipment to be employed shall be a rotary blade, power driven concrete saw of an approved type and of sufficient capacity to efficiently accomplish the required work.

The depth of the cut shall be the thickness of the existing concrete course. The cut shall be made plumb, to a true line and in such manner as will permit breaking and removal of the abandoned concrete without damage or injury to the sawn face of the cut. Where necessary to obtain the required depth, the saw cutting shall be performed in stages.

4. **METHOD DETAIL - Item 58SS-2** - For saw cutting existing asphalt pavement, walk, driveway, driveway apron, etc., the above method may be employed except the depth of the cut shall be the thickness of the pavement.

The cut shall be made plumb, to a true line and in such a manner as will permit breaking and removal without damage to the retained pavement. Where necessary to obtain the required depth, the saw cutting shall be performed in stages.

5. **METHOD OF PAYMENT** - The quantity to be paid for under these Items will be the number of linear feet measured and provided in accordance with the Contract Drawings and Specifications.
6. **BASIS OF PAYMENT** - The unit price Bid per linear foot for these Items shall include the cost of all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the required work. The breaking and removal of existing concrete and the payment therefore is provided under other Items in the Contract.

END OF ITEM

**ITEM 102SS-A, B, OR C - PROTECTION AND MAINTENANCE OF TRAFFIC
REQUIREMENT A, B, OR C**

The Specifications for Item 102 shall apply with the following modifications and additions:

1. It shall be required that the length of existing concrete curb or sidewalk removal or excavation necessary in advance of daily installation of new curb or sidewalk shall be limited to the average length, as determined by the Owner's Representative, of new concrete curb or sidewalk that can be placed in the following day of operation.
2. Construction shall also be limited to one side of any continuous street or intersection only until said construction is completed and open to traffic.
3. Access to private driveways must be maintained at all times, unless concrete is to be poured within twenty-four (24) hours of trench excavation.
4. All piles of excavated material not be utilized for backfill material shall be removed from the roadway area within three (3) working days and shall not impede traffic flow as per Item 102.
5. The Contractor shall also inspect the Contract area after every rainstorm or windstorm to ascertain what work is necessary to properly maintain and protect pedestrian and vehicular safety. This is especially true on nights and weekends and other times when no work is in progress. The costs of this inspection shall be included in the price Bid for this Item.

Any costs to correct adverse conditions expended by Owner or other outside forces will be deducted from monies owed the Contractor in accordance with Item 102.

All provisions of Item 102, "Maintenance and Protection of Traffic" must also be complied with. Non-conformance with the above requirements of performance may be the basis for the implementation of the non-payment clause as specified in Paragraph 4, "Method of Measurement" of Item 102, "Maintenance and Protection and Traffic".

6. The Contractor's attention is directed to the following checklist of the most prevalent undesirable traffic and safety conditions that occur during construction:

Traffic Control Devices - Signs, barricades, barrels, etc., shall conform with the New York State Manual of Uniform Traffic Control Devices.

Improper Detouring of Traffic - Contractors shall submit detour plans to project Engineers prior to construction. Insufficient and improper detour signs shall not be used and the Owner's Representative will not accept the excuse that signs were stolen or vandalized. It shall be the Contractor's responsibility to maintain these signs at all times.

Storing of Building Materials - Materials, dirt piles, etc., shall not be stored in or adjacent to intersections and other locations where sight distance is critical.

The Contractor shall maintain a safe, unobstructed area for pedestrian traffic.

The Contractor shall provide sufficient signs, flasher, etc., at locations where there are obstructions in the roadway. All manholes and appurtenances protruding two (2) inches or more above the existing ground shall have a flasher and barrel conforming to New York State Manual of Uniform Traffic Control Devices.

**ITEM 102SS-A, B, OR C - PROTECTION AND MAINTENANCE OF TRAFFIC
REQUIREMENT A, B, OR C**

The Contractor shall notify Police Department, Nassau County, Fire Department, School Districts, etc., of street closing.

The Contractor shall maintain at all times, one lane of roadway, suitable for emergency vehicles.

The Contractor shall maintain existing, official traffic control devices, stop signs, parking signs, street signs, etc.

The Contractor shall maintain traffic on fill or other surfaces that are subject to the development of pot holes.

The Contractor shall use sufficient flagpersons at locations where traffic or physical conditions require their services. (Note: New York State Manual of Uniform Traffic Control Devices requires the use of proper flag and a traffic vest.)

END OF ITEM

ITEM 116 - COLD MILLING AND REMOVAL OF PAVEMENT

1. **DESCRIPTION** - This work shall consist of the milling, shaping and removal of portions of existing asphalt pavement surfaces, including some underlying concrete at some locations by a cold milling process, within the limit of work, utilizing equipment and procedures meeting the requirements in this specification.

All milled asphalt material shall be removed by the Contractor as specified herein.

2. **EXECUTION** - The milling machine shall be designed and built for milling pavements. It shall reach the depth desired in as many passes as necessary and shall produce a milled surface free from gouges or ridges deeper or higher than 3/8 inches.

The machine shall be equipped with a means to control dust and other particulate matter created by the cutting action.

The milling machine shall be capable of producing a finished profile and cross slope within 1/4 inch of referenced elevations.

The Contractor shall provide equipment to pick up, remove and immediately clean the milled surface of all loose material without producing any objectionable dust. A dust free surface shall result from the cleaning. To accomplish this, the milling machine shall be a self-loading type or followed by self-propelled loading conveyor and other equipment to result in a clean, dust free surface. The self-propelled loading conveyor and other equipment shall operate at the same speed as the milling machine and follow immediately behind it.

The cold milling of the existing pavement shall be performed as indicated on the Drawings and shall produce a reasonably smooth surface.

Profile and cross slope during milling shall be controlled on structures or pavement on grade by the use of a floating beam or ski of at least twenty feet in length. Cross slope shall be controlled by beam or ski with the cross slope dialed or locked into the machine or profile and cross slope shall be controlled by a taut reference string line.

Areas not accessible to the milling machine, such as around and/or adjacent to inlets, manholes, curbs, and transverse joints on structures, may be removed, shaped and cleaned by a small milling machine, handwork, or other methods approved by the Owner's Representative.

The milled material, including that removed by other means, shall be immediately removed from the roadway surface. The milled asphalt pavement shall be stockpiled by the Contractor at a site to be obtained by him or at a specific location designated in the Contract Documents or as stated in the approved progress schedule. Excess material shall become the property of the Contractor and shall be properly disposed of by the Contractor.

When working adjacent to traffic, the Contractor shall immediately remove material that is spilled on the traveled way.

Cleaning shall again be performed, prior to the placement of the new pavement course, when traffic has been allowed on the milled surface and/or more than 48 hours have elapsed since the initial cleaning.

In the event the entire pavement width has not been milled to a flush surface by the end of a work period resulting in a vertical or near vertical longitudinal face exceeding 1 1/4 inches in height, this longitudinal face shall be sloped in a manner acceptable to the Engineer so as not to create a hazard to traffic using the facility during periods when construction is not in progress. Transverse faces that are present at the end of a working period shall be tapered in

ITEM 116 - COLD MILLING AND REMOVAL OF PAVEMENT

a manner approved by the Owner's Representative. Milling operations shall be conducted to preclude the possibility of runoff collecting along milled joints and creating a hazard.

Milled surfaces shall be overlaid prior to the end of the pavement season. If this is not accomplished, prior to the placement of the overlay course, the Contractor shall repair any damage occurring to the milled surface.

Any valve boxes, manhole covers, frames and grates or any appurtenances that are damaged or misaligned by the Contractor, during the milling operation, shall be replaced or adjusted at no additional cost to the Owner.

All millings are to be disposed of at the Lynbrook Department of Public Works Yard located on Maple Avenue.

The milling operation shall be performed in such a manner that the milled area shall be immediately cleaned of all loose material and dust, without producing objectionable dust, prior to opening to traffic. Any milled material that becomes wet and/or is not picked up by the equipment shall be removed by the Contractor before the milling continues.

Damage to milled surfaces, prior to overlaying, resulting from traffic or other causes such as, but not limited to, raveling, fuel spillage, or any contaminants which would inhibit bond, shall be repaired or remilled by the Contractor in a manner approved by the Owner's Representative.

The Contractor shall maintain drainage at catch basins in a manner approved by the Engineer.

3. METHOD OF MEASUREMENT - The quantity to be paid under this Item will be the number of square yards of pavement actually milled and disposed of in accordance with the Plans and Specifications and/or as designated by the Owner's Representative.

In no case will a deduction in area be made for minor unmilled areas due to catch basins, manholes, transverse joints, or minor low areas in pavements (10 square yards or less) from the measure surface area that has been milled.

4. BASIS OF PAYMENT - The unit price Bid per square yard shall include the cost of furnishing all labor and equipment necessary to complete the milling, including the removal of pavement by other means, the remove and disposal of milled material, the removal and hauling of milled material to a designated storage area when indicated on the Plans, or proposal and cleaning the resulting surface after milling.

The cost of maintaining drainage and of providing temporary pavement wedges of asphalt concrete around drainage structures, manholes, valve boxes, and the beginning and ends of milled pavement shall be included in the price Bid for maintenance and protection of traffic.

END OF ITEM

ITEM 398 - DENSE GRADED AGGREGATE BASE COURSE

1. WORK - The work under this Item includes the furnishing, placing, compacting and fine grading of the dense graded aggregate base course or Recycled Concrete Aggregate (RCA) described herein to the compacted thickness specified in the Proposal, Addenda or on the Plans.

2. MATERIALS

A. Base course blend: Shall consist of a natural or artificial mixture of soils and crushed materials. The base course blend shall be well graded and shall have the following mechanical gradation:

<u>Screen Size</u>	<u>% Passing</u>
1 1/2"	100%
1"	90% -100%
1/2"	65% -85%
3/8"	55% - 75%
#4	40% - 55%
#8	30% -45%
#16	22% -36%
#30	11% - 27%
#50	6% -20%
#100	7% - 15%
#200	1% -10%

The portion of the base course blend that is smaller than the number 40 screen shall have a plasticity index - 0, according to ASTM designation D-424, latest edition. The coarse aggregate shall have a resistance to abrasion by the Los Angeles abrasion test of not more than 50%.

The coarse aggregate, when subjected to five cycles of the soundness test, shall have a weighted loss of not more than 20% when sodium sulfate is used or 30% when magnesium sulfate is used.

CBR Value - the laboratory compacted California bearing ratio (ASTM D 1883) of the material shall be not less than 100 after 96 hours of soaking. The test specimen shall be compacted at optimum moisture by the method outlined in ASTM D 1557, Method D.

Sampling - all samples shall be taken in accordance with applicable ASTM Standards. Final acceptance samples shall represent a lot of material of a size corresponding to not more than 2,000 cubic yards or a full day's production for delivery to a given project site, whichever is smaller.

No sample, for whatever purpose taken, should be composed of less than three increments selected at random from the full flow of material which would be required to fill a normal delivery truck, that amount being considered a batch. Test results representing at least three batches, sampled in the prescribed manner, shall be required to represent each lot under consideration for acceptance.

ITEM 398 - DENSE GRADED AGGREGATE BASE COURSE

8. R.C.A.: The material shall meet the following criteria:

Gradation - The material shall be well-graded and meet the following gradation limits:

<u>Screen Size</u>	<u>% Passing</u>
1 1/2"	100%
1"	90% - 100%
1/2"	65% - 85%
3/8"	55% - 75%
#4	40% - 55%
#8	30% - 45%
#30	11% - 27%
#200	40% - 55%

The portion of the base blend that is finer than the No. 30 sieve shall have a Plasticity Index of zero (0), max., according to ASTM D424.

The coarse aggregate, when subjected to five (5) cycles of the Magnesium Soundness Test, shall have a weighted loss no greater than 20 percent, according to ASTM C88.

The maximum wear loss as determined by the Los Angeles Abrasion Test, ASTM C131, shall be 45%.

The laboratory compacted California Bearing Ratio, as determined by ASTM D1883, shall not be less than 100% after 96 hours of soaking.

3. CONSTRUCTION METHODS - the materials shall be delivered to the job site in a well-mixed unsegregated state. All deliveries shall be accompanied by printed tickets clearly stating the weight of stone delivered. The Owner's Representative reserves the right to reject any or all deliveries not accompanied by such tickets.

The Owner's Representative may obtain a sample of the material at the times of weighing in order to verify the dry weight of the base course and to substantiate his measurements by yield calculations.

The material shall be spread on the prepared subgrade, using an approved spreader, to a loose depth required to provide the required thickness of the base course when compacted to the specified density. The individual layer thickness shall not be less than three (3) inches or more than six (6) inches after compaction. When the base course is constructed in more than one (1) layer, the previously constructed layers shall be cleaned of loose and foreign matter.

The base course shall be compacted to a minimum density of not less than 100% of the maximum density of the material as determined by "the method of test for moisture density relations of soil, using a 10 lb. Rammer and an eighteen inch (18") drop", ASTM D-1557.

The compaction may be accomplished by any means that will not cause segregation and that will provide a surface that is smooth and within the tolerances of this specification. The material should be damp or moist, but not wet during the compaction operation to promote densification. Compaction between curbs shall be performed by beginning at the curbline and compacting inward toward the center.

ITEM 398 - DENSE GRADED AGGREGATE BASE COURSE

Segregation occurring during the construction of the base or before the wearing surface is placed, shall be corrected by remixing or by removing the segregated area and replacing it with non-segregated material. If the subgrade material becomes churned up or mixed with the base course for any reason whatsoever before the wearing surface is placed, the base course shall be removed, the subgrade compacted and graded and clean stone base course placed in accordance with this specification. The Contractor shall receive no additional compensation for this correction.

After compaction, the top surface shall not extend above the theoretical elevation for this course; and after testing with a straight edge or parabolic template ten (10) feet in length, any depression over one-fourth (¼) of an inch below the theoretical grade shall be satisfactorily eliminated.

4. MAINTENANCE - the surface of the base course shall be maintained within the tolerance of paragraph 3 of this Specification until the succeeding course is placed.

The base course shall be maintained in an unsegregated state until the succeeding course is placed. The correction of segregation shall be done in accordance with paragraph 3 of this Specification.

The base course shall be maintained free of contamination from the subgrade material or other soil until the succeeding course is placed. Correction of this condition shall be done in accordance with paragraph 3 of this Specification.

The cost of fine grading and maintaining the base course in an acceptable condition shall be included in the price bid for Item 398.

5. MEASUREMENT OF PAYMENT - the quantity to be paid for under this Item shall be the number of cubic yards of base course measured in place and accepted in accordance with these Specifications.

The Contractor shall note that the measurement may be obtained by using the average end area method of volume computation using cross-section of the prepared subgrade and cross-sections of the base course surface.

The unit price bid per cubic yard for this item shall include the cost of all labor, materials, plant, equipment and other incidentals required to complete the work in accordance with these Specifications.

END OF ITEM

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, with 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 notice to proceed.

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 March 27, 2025 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.
4. All bids received after the designated time as state 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 be in 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, withing 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 a certified check in the amount of (10%) percent of the gross amount of the bid unless otherwise specified in the general specifications, exclusive of alternate bids, upon a National or State Bank, payable to the order of the Inc. Village of Lynbrook, or a bid bond by a recognized surety company licensed to do business in the State of New York in an amount not less than 5% of the gross amount of the bid exclusive of alternate bids 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 them. The Bid Bond must be attached to the sealed bid submission envelope. Failure to do so will void the submission. The check or 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. – SEE GENERAL SPECIFICATIONS ATTACHMENT
13. The notification in written form, of the successful bidder by the Board of Trustees, of the award of the bide 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 deposit 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 \$3,000 which may 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.

20. 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.
21. 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.
22. 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.
23. 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.
24. 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 contact,
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 _____ day 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 Public

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____, the said power of attorney is still in force.

Notary Public

REASONABLE EQUIVALENT CLAUSE

WHERE BID SPECIFICATIONS SPECIFY PARTICULAR MAKE OR MODEL A RESONABLE 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 website 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



MAYOR
ALAN C. BEACH

DEPUTY MAYOR
MICHAEL N. HAWXHURST

TRUSTEES
ROBERT BOCCIO
ANN MARIE REARDON
MICHAEL HABERT

VILLAGE JUSTICE
WILLIAM J. McLAUGHLIN

ASSOCIATE JUSTICE
BRENDAN HUGHES

COURT CLERK
MICHELE ROUSE

INCORPORATED VILLAGE OF LYNBROOK

WWW.LYNBROOKVILLAGE.NET

ADMINISTRATION (516) 599-8300 F: (516) 887-8148
 ASSESSING (516) 593-6505 F: (516) 593-8309
 BUILDING (516) 599-8828 F: (516) 593-8309
 JUSTICE COURT (516) 599-0416 F: (516) 599-0448
 LIBRARY (516) 599-8630 F: (516) 596-1312
 POLICE (516) 599-3300 F: (516) 596-0199
 PUBLIC WORKS (516) 599-8838 F: (516) 596-1001
 RECREATION (516) 599-8000 F: (516) 593-8311

VILLAGE ADMINISTRATOR
JOHN GIORDANO

VILLAGE ASSESSOR
LISA KENNY

VILLAGE ATTORNEY
THOMAS D. ATKINSON, ESQ.

BUILDING SUPERINTENDENT
BRIAN STANTON

PARKS SUPERVISOR
KEITH BONOMO

PUBLIC WORKS SUPERINTENDENT
PHILIP HEALEY

RECREATION SUPERVISOR
ANTONIA MARCHESE

Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by [Article 8 of the Labor Law](#) are required to register with the New York State Department of Labor (NYS DOL) under [Labor Law Section 220-i](#).

Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects, and roadway excavations.)

The law defines a “contractor” as any entity entering into a contract to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication. The law defines “subcontractor” as an entity subcontracting with a contractor to perform construction, demolition, reconstruction, excavation, rehabilitation, repair, installation, renovation, alteration, or custom fabrication, which is subject to Article 8 of the Labor Law. Contractors are responsible for verifying that any subcontractors they work with are registered.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. NYS DOL encourages all contractors and subcontractors to register as soon as possible to obtain a Certificate of Registration to avoid negatively impacting a bidding period or project schedule.

Every contractor submitting a bid or proposal for construction work on a public works project must be registered, and must include a copy of the registration with the bid proposal.

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JOB DESCRIPTION

Laborer - Heavy&Highway

DISTRICT

4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

Laborer (Heavy/Highway):

GROUP # 1: Asphalt Rakers, Concrete Curb Formsetters.

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

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

WAGES PER HOUR:

	07/01/2024	06/01/2025
GROUP # 1		
Total Wage Paid	\$ 62.08	Additional
"Base Wage"	52.83*	\$ 2.25/Hr**
GROUP # 2		
Total Wage Paid	60.81	
"Base Wage"	51.36*	
GROUP # 3		
Total Wage Paid	56.14	
"Base Wage"	46.89*	

NOTE: * "Base Wage" for Premium/Overtime calculation Only. \$9.25 is difference between "Base" and "Total".

(**)To be allocated at a later date for all groups.

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 \$ 36.98

After Forty (40) paid hours in a work week

OVERTIME PAY 21.74

OVERTIME PAY

See (B, E2, F) on OVERTIME PAGE

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

Example Group#3: \$46.89 X Time and One Half = \$70.33 + \$9.25 = \$79.58

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (1) on HOLIDAY PAGE

REGISTERED APPRENTICES

1000 hour(s) Terms at the following Percentage of the "Base Wage" except 4th Term calculate at Total Wage Paid.

1st 0-1000/Hrs.	60%
2nd 1001-2000/Hrs.	70%
3rd 2001-3000/Hrs.	80%
4th 3001-4000/Hrs.	90%

Supplemental Benefits per hour:

All APPRENTICES \$ 36.98

After Forty(40) paid hours in a work Week 21.74

4-1298

Department of Labor

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JOB DESCRIPTION

Mason - Building / Heavy&Highway

DISTRICT

4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2024

Cement Mason \$ 57.72

SUPPLEMENTAL BENEFITS

Per Hour:

Cement Mason \$ 34.66
1.5 X overtime rate \$ 62.95
2 X overtime rate \$ 69.32

OVERTIME PAY

See (B1, Q) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage:

1st Term \$ 23.39
2nd Term \$ 28.29
3rd Term \$ 33.69

Supplement Benefits per hour paid:

	ST	1.5X OT	2X OT
1st Term	\$ 14.86	\$ 22.30	\$ 29.72
2nd Term	\$ 15.16	\$ 22.75	\$ 30.32
3rd Term	\$ 15.27	\$ 22.91	\$ 30.54

4-780

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JOB DESCRIPTION

Operating Engineer - Heavy&Highway

DISTRICT

4

ENTIRE COUNTIES

Nassau, Suffolk

WAGES

HEAVY and HIGHWAY CATEGORIES:

CLASS "AA" CRANES:

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

CLASS "A":

ABI Machine (149,000lbs and under for Augering or Drilling), Asphalt Spreader, Backhoe Crawler (360 Swing & over 150,000lbs), Backhoe Crawler (360 Swing & under 149,000lbs), Barrier Machine, Cherrypicker Cap (over 70 tons), CMI or Maxim Spreader, Concrete Pump, Directional Boring, Grader, Gradall, Hoist (3 drum or multi-platform), Hydraulic Cherrypicker/crane (2 seats), Loading Machine (bucket 10 yds. or more), Laser Screed, Milling Machine (Large), Pipeline Welder, Plant Engineer, Power Winch-Stone Setting/Structural Steel or Truck Mounted, Powerhouse, Scoop-Carryall-Scaper in Tandem, Side Boom Tractor, Side Boom Tractor (Tank Work), Stone Spreader(self propelled), Striping Machine (long line/truck mounted), Tree Grapple, Tank Work, Track Alignment Machine.

CLASS "B":

Backhoe (other than 360), Belt Screte, Boom Truck, Bulldozer, Boring Machine/Auger, Hydraulic Crane(75 Tons & Under),Cherry Picker (under 70 tons), Conveter-Multi, Curb Machine Asphalt/Concrete, Dinky Locomotive, Drill Rig for Dowels, Field Mechanic, Fork Lift, Hoist (2 Drum), Loading Machine, Loading Machine (Front End), Mechanical Compactors (Machine Drawn), Mulching Machine (Machine Fed), Post Hole/Auger, Power Winch (other than structural steel), Pump Hydraulic (with boring machine), Asphalt Roller, Scoop (carry-all, scraper), Skid Loader/Steer, Vermeer Cutter, Work Boat, Inspection & Safety Boat.

CLASS "C":

Concrete Finish/Saw/Spreader Machines, Dirt Roller, Hoist (1 drum, clam shell), Interior Hoist, Oiler Truck Crane(Pile work), Power Broom(Sweeper), Small Milling Machine, Vactor Truck/Vac-All Truck, Tack Oil Truck.

CLASS "D":

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

CLASS "E":

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

07/01/2024

06/01/2025

Class "AA"	\$ 92.25
Cranes:	Boom Length over 100 feet add \$ 1.00 per hour
	Boom Length over 150 feet add \$ 1.50 per hour
	Boom Length over 250 feet add \$ 2.00 per hour
	Boom Length over 350 feet add \$ 3.00 per hour

Additional
3%/hr

Class "A" 81.94
Add \$3.50 for Hazardous Waste Work.

Class "B" 76.72
Add \$2.50 for Hazardous Waste Work.

Class "C" 74.07

Add \$1.50 for Hazardous Waste Work	
Class "D"	55.88
Add \$1.00 for Hazardous Waste Work	
Class "E"	54.66

(*To be allocated at a later date for all classes.

SHIFT WORK

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

SUPPLEMENTAL BENEFITS

Per Hour:

ALL CLASSES \$ 41.40

Note: OVERTIME AMOUNT 37.10

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wage per hour:

REGISTERED APPRENTICES

One(1) Year Terms at the following Rate:

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

SUPPLEMENTAL BENEFITS:

APPRENTICES 15.64

Note: Overtime Amount 6.60

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Department of Labor

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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.

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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 journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

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:

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- 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)

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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.