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Village of Warwick South Street Sidewalk Replacement Project

Community Development Block Grant Program
Federal Contract Number: B-22-UC-36-0105

ADDENDUM No. 1

Date: March 17, 2023

NOTE: THIS ADDENDUM CONTAINS IMPORTANT INFORMATION REGARDING CHANGES OR CLARIFICATIONS TO THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. SUCH MODIFICATIONS ARE TO BE INCORPORATED INTO THE CONSTRUCTION DOCUMENTS AND SHALL APPLY TO THE WORK WITH THE SAME MEANING AND FORCE AS IF THEY HAD BEEN INCLUDED IN THE ORIGINAL DOCUMENT. WHEREVER THIS ADDENDUM MODIFIES A PORTION OF A PARAGRAPH OF THE PROJECT MANUAL OR A PORTION OF ANY DRAWING, THE REMAINDER OF THE PARAGRAPH OR DRAWING SHALL REMAIN IN FORCE.

RESPONSES TO REQUESTS FOR CLARIFICATIONS AND/OR INFORMATION:

Question #1:

Is the bid based on prevailing wages?

Response #1:

Yes, per the Orange County Development Block Grant Program, Prevailing Wages must be paid as outlined in the Bid Package.

Clarification #2:

The bid notice is available on the Village of Warwick website:

<https://villageofwarwick.org/2023/03/advertisement-for-bid-south-street-sidewalk-replacement-project/>

The bid package and plan set can be download from <https://villageofwarwick.org>

END OF ADDENDUM No. 1

**Contract Documents and Specifications for
the Village of Warwick, NY**

South Street Sidewalk Replacement Project

**Community Development Block Grant Program
Federal Contract Number: B-22-UC-36-0105**

March 2023

Consulting Engineers:

Engineering & Surveying Properties, PC
262 Greenwich Avenue
Goshen, NY 10924
845-457-7727

Village Mayor:

Michael Newhard

Village Clerk:

Raina Abramson

Village Trustees:

Barry Cheney
Carly Foster
William Lindberg
Thomas McKnight

Village Attorney:

Stephen Gaba, Esq.

South Street Sidewalk Replacement Project, Warwick, NY

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South Street Sidewalk Replacement Project, Warwick, NY**I. ADVERTISEMENT FOR BIDS**

This project is being funded in whole or in part by the Community Development Block Grant Program (CDBG) with funds obtained from the U.S. Department of Housing and Urban Development (HUD). All federal CDBG requirements will apply to the contract. Prevailing wages established under the Davis- Bacon Act will apply to this contract. New York State law requires that the contractor pay the higher of State prevailing wages or Davis-Bacon, for each class of worker. The contract documents contain requirements addressing prevailing labor wage rates, labor standards, nondiscrimination in hiring practices, goals for MBE and WBE participation, and, for projects over \$200,000, participation by Section 3 residents and businesses, and related matters. Provisions under 2 CFR Part 200 will apply to the awarded contract. See Instructions to Bidders for additional information.

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 U (section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance shall to the greatest extent feasible, be directed to low-and very low-income persons. Section 3 Businesses are encouraged to submit bid proposals.

Attention of bidders is particularly called to the requirement as to conditions of employment to be observed and the minimum wage rates to be paid under the Contract, Section 3, Segregated Facilities, Section 109, and Executive Order 11246. The requirements for Bidders and Contractors under this order, which concerns non-discrimination in employment, are further explained in the Contract Documents and Attachments. Bidders are also required to comply with the provisions of Section 291-299 of the Executive Law of the State of New York.

The Village of Warwick, an equal opportunity employer and affirmative action employer, hereby notifies all bidders that it will affirmatively ensure that in regard to any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the ground of race, gender, color or national origin in consideration of an award. The Bidders/offerors must submit documentary evidence of minority and women business enterprises who have been contracted and to whom commitments shall be submitted concurrently with the bid.

Sealed proposals will be received by the Village of Warwick, New York, until noon (local time) on March 31, 2023 for the "South Street Sidewalk Replacement Project". Bids will be publicly opened and read aloud at noon on March 31, 2023 at the offices of the Village Clerk, Village of Warwick, 77 Main Street, Warwick, New York.

The work consists of replacement of concrete sidewalks on South Street, between 2nd and 3rd Streets, in the Village of Warwick within an existing residential area. Information for Bidders, Drawings, Specification, and Contract Documents for the proposed work is on file and publicly exhibited at the Village Hall, 77 Main Street, Warwick, New York, Telephone Number (845) 986-2031. The said drawings and specifications may be reviewed at the Village Clerk's Office only.

Copies of the bid package and plans are available on CD or as paper copies and may be obtained at the Office of the Village Clerk at the above address during normal business hours. Persons shall leave name, mailing address and phone number upon receipt of same, along with a \$75.00 deposit for each set. The deposit shall be in the form of check or money order made payable to the Village of Warwick, to be refunded upon return of the said documents in good condition within ten days after receipt of bids.

Each bid shall be submitted in accordance with the Instruction to Bidders and must be accompanied by an acceptable form of Bid Guarantee in an amount equal to at least five (5) percent of the amount of the Bid payable to the Village of Warwick as a guarantee that if the Bid is accepted, the Bidder will execute the Contract

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and file acceptable Performance and Labor, Material Payment Bonds, and Certificate (s) of Insurance in a timely manner after the award of the Contract.

Bids shall be enclosed in a sealed opaque envelope bearing the name and address of the bidder, addressed to the Village of Warwick, 77 Main Street, Warwick, NY 10990, and endorsed "South Street Sidewalk Replacement Project."

OWNERS RIGHTS RESERVED:

The Village of Warwick, hereinafter called the Owner, reserves the right to reject any and all bids and to waive any formality or technicality in any bid in the interest of the Owner.

STATEMENT OF NON-COLLUSION:

Bidders on the Contracts are required to execute a non-collusion bidding certificates pursuant to Section 103d of the General Municipal Law of the State of New York.

The Village of Warwick hereby notifies all Bidders that it will affirmatively insure that in regard to any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and any applicant for employment will not be discriminated against on the grounds of age, race, creed, color, religion, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status or domestic violence victim status.

By order of the Board of Trustees
Village of Warwick
Raina Abramson, Village Clerk

*South Street Sidewalk Replacement Project, Warwick, NY***II. INFORMATION TO BIDDERS****A. RECEIPT AND OPENING OF BIDS**

The Village of Warwick (herein called "Owner") invites Bids on the forms attached hereto, all blanks which must be appropriately filled in. Envelopes containing the Bids must be sealed, addressed to: Village of Warwick, 77 Main Street, Warwick, New York 10990 and designated as "South Street Sidewalk Replacement Project" and must be received no later than the time and date specified in the Advertisement for Bids.

The Owner may consider informal any Bid not prepared and submitted in accordance with provisions hereof and may waive any informalities in or reject any and all Bids. Any Bid may be withdrawn prior to the above scheduled time for the opening of the Bids or authorized postponements thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a Bid within 15 days after the actual date of the opening thereof.

B. PREPARATION OF BID

Each envelope containing a Bid must bear on the outside, the name and address of the Bidder, and the name of the project for which the Bid is submitted. If forward by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed as specified above.

Each Bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or typewriter, in both words and figures, with the unit price for the item or the lump sum for which the Bid is made. In addition to the prescribed form, **each Bid must be accompanied by the following:**

1. Statement of Bidder's Qualifications
2. Non-Collusive Bidding Certificate
3. Certification of Bidder Regarding Equal Employment Opportunity 3
4. Certification of Bidder Regarding Section 3 and Segregated Facilities
5. Contractor Section 3 Plan Format
6. Proposed Subcontracts Breakdown - Table A
7. Estimated Project Workforce Breakdown - Table B
8. Section 3 Project Area - Manpower Utilization
9. Affirmative Action Plan
10. Affirmative Action Plan for Utilization of Section 3 Project Businesses
11. Certification of Limited Foreign Involvement

The contractor shall not include in the Bid price any sales and compensating use taxes of the State of New York or of any Town or County in the State of New York for any materials which are to be incorporated in the work. The Village has a tax exemption number and forms, which will be made available the successful bidder to the extent permitted under the present applicable statutes.

C. BID MODIFICATION AND WITHDRAWAL

Any Bidder may modify his/her/its Bid by telegraphic or written communication at any time prior to the scheduled closing time for receipt of Bids, provided such telegraphic communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to closing time. The telegraphic communication should not reveal the Bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed Bid is opened. If written confirmation is not received with two (2) calendar days from the closing time for receipt of bids, no consideration will be given to the telegraphic modification. Modifications submitted by facsimile via telephone will be considered if such a service exists and the

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transmission is received prior to the closing time at the offices of the Owner designated herein and the written confirmation is received as noted hereinabove.

D. STATEMENT OF NON-COLLUSION

All bidders are required to execute a non-collusion bidding certificate pursuant to Section 103d of the General Municipal Law of the State of New York.

E. OWNERS RIGHTS RESERVED

The Village of Warwick reserves the right to reject any or all bids and to waive any informality or technicality in the bid in the interest of the Owner.

F. BIDDER'S QUALIFICATIONS

Each Bidder shall submit, on the form furnished, a Statement of Bidder's Qualifications, his/her/its experience record in constructing the type of improvements embraced in this Contract, his/her/its organization and equipment available for work contemplated, and detailed financial statement. The Owner shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform his/her/its obligations under the contract and the Bidder shall furnish the Owner all such additional information and data for this purpose as the Owner may request. The right is reserved by the Owner to reject any Bid where an investigation of the available evidence or information does not satisfy the Owner that the Bidder is qualified to properly carry out the terms of the contract.

G. BID SECURITY

Each bid must be accompanied by certified check of the Bidder or a bid bond prepared on the Bid Bond Form attached, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the total contract bid. Such checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining checks, or bid bonds will be returned promptly after the Owner and accepted bidder have executed the contract, or, if no award has been made within 45 days after the dated of the opening of bids, upon demand of the bidder at any time thereafter, as long as he/she/it has not been notified of the acceptance of his/her/its bid. Bid security shall be made payable to the Village of Warwick (Owner).

H. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his/her/its failure or refusal to execute and deliver the contract and bonds required within 15 days after s/he has received notice of the acceptance of his/her/its bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with this bid.

I. OBLIGATION OF BIDDER/CONDITIONS OF WORK

Each Bidder must inform him/herself fully of the conditions relating to the construction and labor under which the work is now being or will be performed. Failure to do so will not relieve a successful Bidder of his/her/its obligations to furnish all material and labor necessary to carry out the provisions of the Contract Documents and to complete the contemplated work for the considerations set forth in his/her/its Bid. Insofar as possible, the Contractor in carrying out his/her/its work must employ such methods or means as will not cause any interruption or interference with the work of any other contractor or the Owner's forces.

At the time of the opening of the Bids, it is understood that each Bidder will have inspected the site and has read and is thoroughly familiar with the drawings, specifications and contract documents (including all addenda). Failure of any Bidder to inspect the site conditions, receive or examine any form instrument or document shall in no way relieve any Bidder from any obligation in respect to his/her/its Bid.

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To schedule a site visit to inspect the project site, please contact the Village Clerk between 8:30 am to 4 pm weekdays.

J. ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the drawings, specifications or others pre bid documents will be made to any bidder orally. Every request for such interpretation should be in writing (email or fax) addressed to the attention of the Village Engineers, Engineering & Surveying Properties, P.C., of Goshen, New York and to be given consideration must be received at least five (5) working days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be emailed or faxed to all prospective bidders (at the respective email address/fax number furnished for such purposes) not later than three working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her/its bid as submitted. All addenda so issued shall become part of the contract documents.

K. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his/her/its delivery of the executed contract, the contractor shall furnish a construction performance bond and a construction payment bond in amounts equal to 100% of contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connections with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner and shall be prepared on the forms found in these contract documents.

L. MAINTENANCE GUARANTEE

The contractor shall guarantee his/her/its work for a period of one year after final acceptance by the Village of Warwick (Owner). The contractor shall provide a guarantee against defective workmanship or material with an acceptable surety company as surety for the performance of the one-year guarantee provided in the contract. The surety bond shall be delivered simultaneously with the request for final payment. The surety on such bond shall be a duly authorized surety company satisfactorily to the Village of Warwick. The Owner shall retain 5% of the completed works cost during this one-year period unless the contractor provides an acceptable Maintenance Bond in the same amount or unless his/her/its Performance Bond covers this one-year period.

M. POWER OF ATTORNEY

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each Bond a certified and effective dated copy of their power of attorney.

N. CDBG MUNICIPAL/CONTRACTOR INSURANCE & BONDING REQUIREMENTS

For purposes of the Orange County CDBG Agreement with the Municipality, the term "Subcontractor" refers to the project's Prime Contractor.

- 1) Municipality shall comply with the bonding and insurance requirements of 2 C.F.R. § 200.310 and New York State Finance Law §137, and shall require subcontractors and Subrecipients, if any, to comply with 2 C.F.R. § 200.310, New York State Finance Law §137, and any other applicable federal, New York State and County laws and regulations. Prior to commencing work Municipality and all Subrecipients and/or subcontractors, if any, shall obtain and, during the term of this Agreement and as otherwise required by this subsection VI(D), shall maintain, at their own cost and expense, the coverages listed below from insurance companies licensed in the state of New York, and shall provide certificates of insurance to OCD for County approval. The certificates shall provide that a) the County of Orange c/o Office of Community Development (and Municipality on any Subrecipient

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certificates) is named as "Additional Insured" (except for Workers Compensation and Professional Liability policies) and b) at least fifteen (15) days prior to cancellation or material change in a policy, notice shall be given to the Risk Management Officer of County, the Director of OCD and Municipality (for Subrecipient policies), by registered mail, return receipt requested. All notices shall state the name of Municipality, Subrecipient and subcontractor, as applicable, and refer to this Agreement.

- a) Workman's Compensation & Disability in statutory amounts.
 - b) General Liability Insurance with a minimum comprehensive single limit of liability per occurrence of \$1,000,000.00 for bodily injury and for property damage. The certificate of insurance shall indicate the following coverage:
 - i) Premises - Operations
 - ii) Broad Form Contractual
 - c) Automobile Liability Insurance with a minimum comprehensive single limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This coverage shall include the following for bodily injury and property damage:
 - i) Owned automobiles
 - ii) Hired automobiles
 - iii) Non-owned automobiles
- 2) If, at any time, any policy of Municipality, or its subcontractors and/or Subrecipients, if any, or Subrecipients' subcontractors, if any, becomes unsatisfactory to County, as to form or substance, or if an insurer becomes unsatisfactory to County; Municipality shall, upon notice from County, promptly obtain, or cause such subcontractor or Subrecipient to promptly obtain, a new policy and submit the same to County for approval.
- 3) Upon failure of Municipality or any Subrecipient and/or subcontractor, as applicable, to furnish, deliver and maintain such insurance, this Agreement, at the election of County, may be declared suspended or terminated in accordance with subsection IV(G) of this Agreement. Failure of Municipality and/or any Subrecipient, and/or subcontractor, as applicable, to take out and/or maintain any required insurance shall not relieve Municipality and/or such Subrecipient and/or such subcontractor, as applicable, from any liability under this Agreement, or otherwise, to County or HUD; nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of Municipality and/or any Subrecipient and/or any subcontractor, as applicable, concerning indemnification.
- 4) In the event that a judgment arising out of this Agreement is in excess of the insured amounts, the excess amount or any portion thereof, may be withheld from payment due or to become due Municipality until such time as Municipality shall furnish such additional security covering the judgment(s) as may be determined by County.
- 5) All policies and certificates of insurance shall contain the following clauses.
- a) such insurance shall be primary without right of contribution of any other insurance carried by or on behalf of County with respect to its interests;
 - b) it shall not be cancelled, including, without limitation, for non-payment of premium, or materially amended, without fifteen (15) days prior written notice to County (directed to County's Risk Management Division and the Director of OCD); and

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- c) County shall have the option to pay any necessary premiums to keep such insurance in effect and charge the cost back to Municipality.
- 6) County requires that the certificate holder is named as "County of Orange c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 10924". **Proof of each Subrecipient's and/or subcontractor's bonds and/or insurance certificates, as applicable, shall be submitted to OCD for review and approval, prior to commencement of funded activities by each subcontractor.**

O. INSURANCE

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
2. The policy naming the municipality as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - b. State that the organization's coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by ISO endorsement CG 20 10 11 85 or its equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 20 33 10 01 and CG 20 37 10 01 together. A completed copy of the endorsement must be attached to the certificate of insurance.
 - d. The certificate of insurance must describe the specific services provided by the consultant (e.g. asbestos testing, consulting) that are covered by the professional or errors and omissions policy.
3. The contractor agrees to indemnify the municipality for any applicable deductibles.
4. Required Insurance:
 - a. Contractor's Commercial General Liability Insurance:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general & products/completed operations aggregates
 - iii. The general aggregate shall apply on a per-project basis
 - b. Automobile Liability:
 - i. \$1,000,000 combined single limit for owned, hired or borrowed and non-owned motor vehicles.
 - c. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all employees
 - d. Owners Contractors Protective Insurance:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 aggregate, naming the Village as the insured.
 - iii. Required for construction projects in excess of \$200,000
 - e. Excess Liability:
 - i. \$2,000,000 per occurrence
 - ii. \$2,000,000 aggregate, with the municipality named as the additional insured.

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- f. Builders Risk Insurance or Installation Floater:
 - i. Builders risk coverage can be provided by the municipality, or required of the contractors. Installation floaters are provided by the contractor(s).
- g. Bid, Performance and Labor & Material Bonds:
 - i. Shall be provided by a New York State-admitted surety company, in good standing.
- 5. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
- 6. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
- 7. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also NYMIR, as the municipality's insurer.

The Village of Warwick, Warwick, NY, and the County of Orange c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 1092 must be named as "Additional Insured" and "Certificate Holder" on all applicable policies. Proof of Liability, Workers Compensation and Disability Insurance will be required in a format acceptable to the State of New York. Proof of each Subrecipient's and/or subcontractor's bonds and/or insurance certificates, as applicable, shall be submitted to OCD for review and approval, prior to commencement of funded activities by each subcontractor.

P. TIME OF COMPLETION

Time is of the essence of this contract. The bidder agrees to commence work on or before September 1, 2023 and to fully complete the project by September 30, 2023. Bidder also agrees to pay as liquidated damages \$250 per day for each consecutive calendar day thereafter that the work remains uncompleted.

Q. LAWS AND REGULATIONS

The bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

R. LABOR STANDARDS

Davis Bacon Requirements - The contractor and subcontractor agree to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Federal Labor Standards, Contract Work Hours, the Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327 333) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The contractor shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be submitted to the County for review.

The contractor and each and every subcontractor performing work at the site of the project to which this contract relates shall comply with the applicable provisions of Part 53 Title 12 of the Official Compilation of Codes, Rules and Regulations of the State of New York (12NYCRR53) Industrial Code Rule 53 and any amendments thereto.

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In the hiring of employees for the performance of work under this contract or subcontract hereunder, neither the contractor or any subcontractor, shall by reason of race or color discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor shall the contractor, any subcontractor, or any person acting on behalf of the contractor or subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this contract on account of age, race, creed, color, national origin, or sex, in accordance with Executive Law 296, Sections 20 through 23.

There may be deducted from amount payable to the contractor by the Owner under this contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; provided that for a second or any subsequent violation of the terms or conditions of this Paragraph Q, this contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

S. HIRING OF LOCAL LABOR

The bidder agrees to comply with provisions of Section 3, as set forth in 24 CFR 135, and all applicable rules and order issued hereunder. Every contractor and subcontractor undertaking to do work on this project shall employ to the maximum extent practical, in carrying out such contract work, qualified persons who regularly reside in the area where the project is located.

T. EQUAL OPPORTUNITY CLAUSE

The bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically, the provisions of the equal opportunity clause.

U. SUBCONTRACTS

The Bidder is specifically advised that any person, for or other party to whom it is proposed to award a subcontract under this contract:

1. Must be acceptable to the Owner after verification of the State of New York of the current eligibility status; and
2. Must submit items #2 - #11 outlined in Paragraph B. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted their Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her/its bid, the bidder is hereby advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

V. ADDITIONS AND DELETIONS

The Owner may elect to delete from the contract any portion of the work described. Any major alterations, either subtractions or additions, will be made prior to contract award.

W. METHOD OF AWARD - LOWEST QUALIFIED BIDDER

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

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X. ACCESS TO RECORDS

The contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the Village of Warwick, County of Orange, HUD or its agent, or other authorized Federal Officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

III. BID PROPOSAL

III.1 STATEMENT OF BIDDERS QUALIFICATIONS

The Undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter. Answer all questions in a clear and comprehensive manner. This form must be completed in full and sealed (if corporation) or signed by all partners. The bidder may submit any additional information he/she/it desires.

NOTE: THIS STATEMENT MUST BE NOTARIZED.

SUBMITTED BY:

Name of Bidder:

Federal Identification Number:

DUN's No:

Permanent Principal Office Address:

Corporation____ Partnership____ Individual____ Joint Venture__

Other:

1. Date When Firm Organized:

2. State of incorporation:

3. How many years has your organization been engaged in contracting under your present firm trade name?

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

5. Has any office or partner of your organization ever been an officer or partner of another organization that failed to complete a construction contract?

If so, state circumstances:

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South Street Sidewalk Replacement Project, Warwick, NY

6. List name of project, owner, architect, contract amount, percentage complete and scheduled completion of the major construction projects your organization has in process on this date:

7. List name of project, owner, architect, contract amount, percentage complete and scheduled completion of the major construction projects your organization has completed in the last five years:

8. List your major equipment available for this contract:

South Street Sidewalk Replacement Project, Warwick, NY

III.2 BID PROPOSAL

_____ (Bidder), a (corporation, partnership, sole proprietorship) organized under the laws of the State of _____, having examined the documents and specifications in compliance with the Invitation For Bids on _____ hereby proposes to furnish the following items at the prices set forth:

1. CONTRACT: Village of Warwick – South Street Sidewalk Replacement Project:

Total Base Bid Price in Words: _____

Total Base Bid Price in Figures: _____

Provide Unit Prices for each item:

Table with 4 columns: ITEM #, DESCRIPTION, UNIT, UNIT PRICE. Rows include items like Sawcut & Demolition Work, Mobilization, Concrete Sidewalks, etc.

*Includes all base & sub-base materials

Bidder agrees that this bid is made in accordance with the plans dated March 10, 2023, specifications, contract documents and addenda. Bidder acknowledges receipt to the following addenda: _____ (insert "none" if applicable)

Respectively submitted,

Bidder: _____ Bidder's Telephone Number: _____

Bidder's Mailing Address: _____

By: _____ Bidder's Email address: _____

Seal of Corporation

Accepted by: _____

Date: _____

Witness: _____

South Street Sidewalk Replacement Project, Warwick, NY

III.3 BID BOND

KNOW ALL PERSONS BY THESE PRESENTS; that we, the undersigned _____, as Principal held and firmly bound unto the _____ in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this _____ day of _____, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, bound herewith and hereby made a part hereof, to enter into a contract in writing for the South Street Sidewalk Replacement Project in the Village of Warwick, NY.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his/her/its faithful performance of said Contract, shall in all other respects perform the agreement created by the acceptance of said Bid.

Then, this obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected any extension of the time within which the Principal may accept such Bid; and Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers the day and year first set forth above.

_____ (L.S.) (SEAL)
(Principal)

(Surety)

By

South Street Sidewalk Replacement Project, Warwick, NY

(Acknowledgment of Principal, if a Corporation)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____ to me known, who being by me duly sworn, did dispose and say that he/she resides at _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that on of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed his/her name thereto by like order.

_____ (SEAL)
(Notary Public)

(Acknowledgment of Surety)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____ to me known, who being by me duly sworn, did dispose and say that he/she resides at _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that on of the impressions affixed to said instrument is an impression of such seal; that it was so affixed by order of the directors of said corporation, and that s/he signed his/her name thereto by like order.

_____ (SEAL)
(Notary Public)

South Street Sidewalk Replacement Project, Warwick, NY

(Acknowledgment of Principal, if a Partnership)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____
to me known and known to me personally to be one of the members of the firm of _____;
described in and who executed the same as and for the act and deed of said firm.

_____ (SEAL)
(Notary Public)

(Acknowledgment of Principal, if an Individual)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____,
to me known and known to be the person described in and who executed the foregoing instrument and
acknowledged that he/she executed the same.

_____ (SEAL)
(Notary Public)

South Street Sidewalk Replacement Project, Warwick, NY

III.4 STATEMENT OF NON-COLLUSION BY BIDDER

PURSUANT TO SECTION 103-D
GENERAL MUNICIPAL LAW

South Street Sidewalk Replacement Project, Warwick, NY

State of _____)
) S.S.:
County of _____)

I, _____ of the (Town, Village, City) of _____ in the County
of _____ and the State of _____ of full age, being duly sworn
according to law on my oath depose and say that:

I am _____, an officer of the firm of _____ the bidder making the
Proposal for the above named work, and that I executed the said Proposal with full authority to do so; that said
bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise in
connection with the above named work; and that all statements contained in said Proposal and in this affidavit
are true and correct, and made with the full knowledge that _____ as Owner relies upon
the truth of the statements contained in said Proposal and in the statements contained in this affidavit in
awarding the contract for said work.

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 bidder,
with any competitor;

Unless otherwise require 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;

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

I further warrant that no person or selling agency has been employed or retained to solicit or secure such
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee,
except bonafide employees or bonafide established commercial or selling agencies maintained by

(Name of Contractor)

Subscribed and sworn to

(Also type or print name and title of affiant under signature)

before me this _____ day of _____ 2023

Notary Public of

My commission expires _____.

South Street Sidewalk Replacement Project, Warwick, NY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

III.5 CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractor, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause: and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (INCLUDE ZIP CODE)

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

No Yes

2. Compliance reports were required to be filed in connection with such contract or subcontract.

No Yes

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.

No Yes

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

No Yes

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

III.6 CERTIFICATION OF BIDDER REGARDING SECTION 3 AND SEGREGATED FACILITIES

NAME OF PRIME CONTRACTOR

PROJECT NAME AND NUMBER

The undersigned hereby certifies that

- (a) Section 3 provisions are included in the Contract
- (b) A written Section 3 plan was prepared and submitted as part of the bid proceedings (if bid equals or exceeds \$10,000).
- (c) No segregated facilities will be maintained.

NAME AND TITLE OF SIGNER (Print or Type)

SIGNATURE

DATE

III.7 CONTRACTOR Section 3 Plan Format

_____ agrees to implement the following specific affirmative action steps
(Name of Contractor)

directed at increasing the utilization of lower income residents and businesses within the County of Orange.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the County the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders or subcontractors to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contract unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity officer to coordinate the implementation of this Section 3 plan.

* Loans, grants, contracts and subsidies for less than \$10,000 will be exempt.

- J. To list on Table A, information related to subcontracts awarded for the three year period preceding date of this bid submission.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

THIS FORM MUST BE SIGNED ON PAGE 2

South Street Sidewalk Replacement Project, Warwick, NY

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Affirmative Action Plan and become a party to the full implementation of this program.

(SIGNATURE)

(TITLE)

(DATE)

(SIGNATURE)

(TITLE)

(DATE)

South Street Sidewalk Replacement Project, Warwick, NY

III.9 ESTIMATED PROJECT WORKFORCE BREAKDOWN

Column 1	Column 2	Column 3	Column 4	Column 5
Job Category	Total Estimated Positions	No. Positions Currently Occupied by Permanent Employees	No. Positions Not Currently Occupied	No. Positions to Be Filled with L.I.P.A.R.*
Officers/ Supervisors				
Professionals				
Technicians				
Housing Sales/Rental /Management				
Office Clerical				
Service Workers				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum no. of trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum no. of trainees				
Others				
Trade:				
Journeyman				
Helpers				
Apprentices				
Maximum no. of trainees				
Others				

*Lower Income Project Area Residents. Individuals residing within the County of Orange whose family income does not exceed 90% of the median income in the SMSA.

Company

Project Name

Project Number

EEO Officer (Signature)

Date

III.10 SECTION 3 PROJECT AREA MANPOWER UTILIZATION TABLE

Occupation Category (write list)	Total Work Force Required	Number Filled	No. Project Area Residents to be Used
TOTAL			

EMPLOYMENT CERTIFICATION

- A. The Contractor hereby certifies that the above table represents the appropriate number of employee positions required in the execution of the Contract and also represents the number of lower income project area residents that are proposed to be utilized.
- B. The Contractor certifies that it will make a good faith effort to employ qualified lower income project area residents to fill the positions which are not currently occupied by regular or permanent employees.
- C. To qualify as a "Section 3 Project Area Resident", the employee must live in ORANGE COUNTY.

Contractor

Authorized Signature

Title

Date

South Street Sidewalk Replacement Project, Warwick, NY

III.11 AFFIRMATIVE ACTION PLAN

To insure equal opportunity in hiring and employment for all work funded through Orange County

All Contractors and Subcontractors agree to take the following actions:

1. Endorse the following statement: "The undersigned Contractor has agreed that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin and will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin."

Furthermore, this Contractor has agreed that, to the greatest extent feasible, opportunities for training and employment will be given to lower income residents of the project area and contracts for work in connection with the project will be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

2. When hiring any Subcontractors, to provide an opportunity for any minority owned firms located within Orange County to bid for the job. The Office of Community Development will provide a list of any such firms.
3. Report to the Office of Community Development on the firm's total employees, by race and sex.
4. Send a copy of this Affirmative Action Plan to any collective bargaining organization with which the Contractor has an agreement.
5. Post the Equal Opportunity Poster and this Affirmative Action Plan in a conspicuous location available to employees.

_____ agrees to abide by the provisions of this Affirmative Action Plan.
(Name of Firm)

Signature and Title

South Street Sidewalk Replacement Project, Warwick, NY

III.12 AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF SECTION 3 PROJECT BUSINESSES

Whenever possible, the successful Bidder shall utilize Orange County business concerns when contracting for materials or services to be performed in conjunction with this Contract. Any Subcontractors are subject to the same requirement.

1. On the chart below, list the materials (in general) expected to be purchased, from whom it will be purchased, and the approximate amount of the purchase.
2. If you are subcontracting work, list the successful bidders, etc., as completed for material contracts.
3. A Section 3 business concern must be located in Orange County.

1. Type of Material Purchased	Company	Value \$	Section 3 Business	
			Yes	No
2. Type of Work to Let				

Contractor

Authorized Signature

Title

Date

South Street Sidewalk Replacement Project, Warwick, NY

III.13 CERTIFICATION OF LIMITED FOREIGN INVOLVEMENT

(Completion of this statement is required in advance of consideration for award of this contract.)

SUBMITTED TO:

SUBMITTED FOR:

SUBMITTED BY:

Name: _____

(print or type name of bidder)

A Corporation / A Partnership / An Individual / A Joint Venture

Address: _____

The undersigned certifies under oath the truth and correctness of all statements made hereinafter.

1. The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offeror will not provide any product of a country included on the USTR list.

(print or type name of bidder)

(Seal, if Corporation)

By: _____

Title: _____

IV. NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: *Village of Warwick – South Street Sidewalk Replacement Project*

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated _____ 2023 and Information to BIDDERS.

You are hereby notified that your BID has been accepted for the amount of \$_____.

You are required by the Information to Bidders to execute the contract and furnish the required CONTRACTORS Performance Bond and Labor and Material Bond within the period of time specified herein.

If you fail to execute said CONTRACT and to furnish said BONDS within said specified period of time, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

1. You, as the low Bidder, are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fourteen (14) calendar days of the date of this Notice by certified mail, return receipt requested.
2. The Contract Signing has been scheduled for _____ day of _____, 2023, at _____prevailing local time at the

NOTICE OF AWARD, dated this _____ day of _____, 2023.

Owner

By:

Title:

ACCEPTANCE OF NOTICE:

Receipt of the above NOTICE OF AWARD
is hereby acknowledged by

_____ this the _____ day of _____, 2023.

By:

Title:

V. NOTICE TO PROCEED

To: _____ Date: _____

Project: *Village of Warwick– South Street Sidewalk Replacement Project*

You are hereby notified to commence WORK in accordance with the Agreement

dated _____, 2023, on or before _____, 2023, and

you are to complete the WORK within _____ consecutive calendar days thereafter.

The date of completion of all WORK is therefore

_____, 2023.

Owner: _____

By: _____

Title: _____

ACCEPTANCE OF NOTICE BY CONTRACTOR

Receipt of the above NOTICE TO PROCEED is hereby acknowledge by

_____ this the _____ day of _____, 2023.

By: _____

Print Name of Signatory: _____

Title: _____

Name of Company: _____

VI. BONDS

VI.1 PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
(Insert Name and Address of Contractor)

as Principal, hereinafter called the Principal, and _____
(Insert Name and Address of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto the, as Oblige, hereafter called the

Owner, in the amount of _____ Dollars (\$ _____), for
payment whereof Principal and Surety bid themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ day of _____ 2023,

entered into a contract with the Owner for the _____
in accordance with the plans and specifications prepared by the Village of Warwick, which contract is by
reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that is the Principal shall well and truly
perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during
the original term of said Contract and any extensions thereof that may be granted by the Owner, with or
without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well
and truly perform and fulfill all the undertakings, covenants, term conditions, and agreements of any and all duly
authorized modifications of said contract that may hereafter be made, notice of which modifications to the
Surety being hereby waived, and fully indemnify and save harmless the Owner all outlay and expense which it
may incur in making good any such default, then this obligation is to be null and void, otherwise to remain in full
force and effect.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the
Owner named herein or the heirs, executors, administrators or successors of the Owner.

South Street Sidewalk Replacement Project, Warwick, NY

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the date indicated below.

Signed and sealed this _____ day of _____, 2023.

IN THE PRESENCE OF _____ (SEAL)

(Principal)

(

(

(

(Title)

_____ (SEAL)

(Surety)

(

(

(

(Title)

(Acknowledgment of Principal, if a Corporation)

State of _____)

) S.S.:

County of _____)

On this _____ day of _____, 2023, before me personally came and appeared _____ to me known and known to me, being duly sworn, did depose and say that he/she resides at _____; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that s/he signed his/her name thereto by like order.

_____ (SEAL)

(Notary Public)

South Street Sidewalk Replacement Project, Warwick, NY

(Acknowledgment of Surety)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____ to me known, who being by me duly sworn, did dispose and say that he/she resides at _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instruments; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that s/he signed his/her name thereto by like order.

_____ (SEAL)
(Notary Public)

(Acknowledgment of Principal, if a Partnership)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____ to me known and known to me personally to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____ (SEAL)
(Notary Public)

South Street Sidewalk Replacement Project, Warwick, NY

(Acknowledgment of Principal, if an Individual)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____, to me known and known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

_____ (SEAL)
(Notary Public)

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney in fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contractor.

Each executed bond should be accompanied by

- (a) appropriate acknowledgments of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representatives of Principal or Surety;
- (c) a duly certified of Attorney or other certificate of authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

South Street Sidewalk Replacement Project, Warwick, NY

VI.2 LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Insert Name and Address of Contractor)

as Principal, hereinafter called the Principal, and

(Insert Name and Address of Surety)

as Surety, hereinafter called the Surety, are held and firmly bound unto the Village of Warwick, as Obligee, hereafter called the Owner, in the amount of _____ Dollars (\$ _____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____ day of _____ 2023, entered into a contract with the Owner for the South Street Sidewalk Replacement Project in accordance with the plans and specifications prepared by the Village of Warwick, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for used in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed but not be limited to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental or equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due the claimant, and have execution thereon. The Owner shall not be liable, for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
 - a. Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: The Principal, the Owner, or the Surety above named, within Ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner, or Surety, at any place where an office is regularly maintained for the transactions of business, or served in any manner in which legal process may be served in the State in which the aforesaid project is located, save that such service need not be made by a public officer.

South Street Sidewalk Replacement Project, Warwick, NY

- b. After the expiration of one (1) year following the date on which the Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a State Court of competent jurisdiction in and for the county or other political subdivision of the State in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.
5. Notwithstanding any of the foregoing limitations herein, this bond shall secure the prompt payment or discharge otherwise of any claim filed within the provisions of the Labor or Lien Law of the State of New York governing liens on account of public improvements, notice of which is given by the Obligee to the Surety within 30 days after the filing thereof with the Obligee, addressed to the Surety at the following address:

(Unless a proper address is inserted above, this bond shall be unacceptable to the Obligee.)

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

South Street Sidewalk Replacement Project, Warwick, NY

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals on the date indicated below.

Signed and sealed this _____ day of _____, 2023.

IN THE PRESENCE OF _____ (SEAL)
(Principal)
(
(

(Title)

(Surety)
(
(

(Title)

(Acknowledgment of Principal, if a Corporation)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023, before me personally came and appeared _____ to me known and known to me, being duly sworn, did depose and say that he/she resides at _____; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that s/he signed his/her name thereto by like order.

(Notary Public)

South Street Sidewalk Replacement Project, Warwick, NY

(Acknowledgment of Surety)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____ to me known, who being by me duly sworn, did dispose and say that he/she resides at _____; that he/she is the _____ of _____, the corporation described in and which executed the foregoing instruments; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that s/he signed his/her name thereto by like order.

_____ (SEAL)
(Notary Public)

(Acknowledgment of Principal, if a Partnership)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____ to me known and known to me personally to be one of the members of the firm of _____; described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

_____ (SEAL)
(Notary Public)

South Street Sidewalk Replacement Project, Warwick, NY

(Acknowledgment of Principal, if an Individual)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 before me personally came and appeared _____, to me known and known to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

_____ (SEAL)
(Notary Public)

If the Contractor (Principal) is a partnership, the bond should be signed by each of the individuals who are partners.

If the Contractor (Principal) is a corporation, the bond should be signed in its correct corporate name by a duly authorized officer, agent, or attorney in fact.

There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contractor.

Each executed bond should be accompanied by

- (a) appropriate acknowledgments of the respective parties;
- (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer, or other representatives of Principal or Surety;
- (c) a duly certified of Attorney or other certificate of authority of its agent, officer or representative was issued, and
- (d) duly certified copy of latest published financial statement of assets and liabilities of Surety.

VII. CONTRACT

THIS AGREEMENT, made and executed on this _____ day of _____, of 2023, by and between the Village of Warwick, (herein called "Owner") a municipal corporation having its principal office at 77 Main Street, Warwick, New York, party of the first part and _____, (herein called Contractor), party of the second part.

WITNESSETH, that the parties of these presents, each in consideration of the agreements of the other herein contained have agreed and hereby agree the party of the first part for itself, and its successors, and the party of the second part for itself/him/herself or themselves, and for his/her/its or their heirs, executors and administrators, or successors, as follows:

WORK TO BE DONE: Contractor shall engage in the replacement of sidewalks on the west side of South Street, between 2nd and 3rd Streets, in the Village of Warwick.

FIRST: The contractor shall furnish all the materials, labor, and means and shall do all the work necessary for the project, complete in accordance with the specifications hereto annexed and with the drawings, if any, therein referred to, and including everything properly incidental to the work. The specifications, and bond, hereto annexed, and the contract drawings described in the specifications are hereby made part of this contract.

DEFINITIONS:

SECOND: The word "(Municipality or Owner)" used in place thereof shall mean the " Village of Warwick", New York and/or official authorized representative of " Village of Warwick".

Contractor - The word "Contractor" used in place thereof shall mean the Contractor or firm or corporation of Contractors of his/her/its or their authorized representative or agent, contracting to perform the work herein specified, i.e., the subscribing party of the second part to this Contract, or his/her/its or their authorized representative or agent.

Definition of Terms - The words "as directed", "as required", "as permitted", "as allowed", or similar phrases shall mean that the directive, requirement or permission of the Owner is intended and similarly the words "approved", "reasonable", "suitable", "properly", "satisfactory", or similar words to like effect or similar impact refer to the approval or acceptance of the work by the Owner.

Owner - "Owner" shall mean Village of Warwick, a municipal corporation.

THIRD: All the work under this Contract shall be done to the satisfaction of the Owner, who shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for hereunder, and shall decide all questions which may arise as to the fulfillment of this Contract on the part of the Contractor, and the Owner's determination and decision, in case any question shall arise, shall be a condition precedent to the right of the Contractor to receive any money hereunder.

The Owner shall make all necessary explanations as to the meaning and intent of the Contract, specifications and drawings, and shall give all orders and directions contemplated therein or hereby in every case in which a difficult or unforeseen condition shall arise in the performance of the work required by this contract.

South Street Sidewalk Replacement Project, Warwick, NYLIABILITY OF CONTRACTOR, INDEMNITY, ETC.:

FOURTH: The Contractor shall take all responsibility for the work, and take all precautions for preventing injuries to persons and property in or about the work; he/she/it shall bear all losses resulting to him/her/it on account of the amount or character of the work, or because the nature of the land in or on which the work is done is different from what was estimated or expected, on account of the weather, elements, riots, civil disorders or other causes; and he/she/it shall assume the defense of site conditions, soils, bedrock, fill (or lack thereof) and indemnify and save harmless the party of the first part and its officers and agents, from all claims relating to labor or materials furnished for the work, and to inventions, payments and patent rights used in doing the work, and to injuries or damages to persons, corporations or property received or sustained by or from the Contractor and his/her/its employees in doing the work, or in consequence of any improper materials implements or labor used therein, and to any act, omission or neglect of the Contractor and his/her/its employees.

RESPONSIBILITY OF CONTRACTOR FOR PLANT AND METHODS:

FIFTH: The Contractor shall provide and install such construction plant and shall use such methods and appliance for the performance of all operations connected with the work to be done under this contract as will secure a satisfactory quality of work and a rate of progress, which, in the opinion of the Owner, will insure the completion of the work within the time stipulated. If, at any time before the commencement, or during the progress of the work or any part of it, such methods or appliances appear to the Owner to be unsafe, inefficient, or inadequate for securing the safety of the worker, the quality of the work or the rate of progress required, he/she/it may order the Contractor to increase their safety, efficiency, or adequacy, or to improve their character and the Contractor shall comply with such order; but the failure of the Owner to make such demand shall not relieve the Contractor from his/her/its obligations to secure the safe conduct, the quality of the work and the rate of progress required by the Contract, and the Contractor alone shall be responsible for the safety, efficiency and adequacy of this plant, appliances and methods.

QUANTITIES APPROXIMATE:

SIXTH: The Contractor hereby admits and agrees that the amounts and quantities of materials to be furnished and work to be done, as stated in the instruction to bidders, or as otherwise shown herein or on the contract drawings, may not be even approximately correct, are subject to variations, and may be more or less that will enter into the construction of the work; that s/he has judged for him/herself/itself as to all conditions and limitations applying to said work or affecting the cost of its performance by him/her/it; and s/he/it will not ask, demand, sue for or recover for the work any extra compensation beyond the amount payable for the several classes of work, as itemized and enumerated herein, which shall be actually performed at the prices therefore agreed upon and fixed.

The Contractor further agrees that the Owner shall have the right to increase or diminish said quantities of work contemplated to be performed and that the Owner shall have the option of making, at any time, any change in the line, plan, form, positions, dimensions or materials of any of the work herein contemplated, and that in case the quantities or any of them are diminished, no claim shall be made by the contractor for damages or loss of anticipated profits, or loss by reason of material ordered or on hand, and that in case the quantities, or any of them are increased, they shall be paid for only at the contract price established therefor herein, and that payment shall be made only for the quantities or amount actually furnished, whether said quantities are more or less than estimated in advance.

South Street Sidewalk Replacement Project, Warwick, NY**LAWS AND REGULATIONS:**

SEVENTH: The Contractor shall keep him/herself/itself fully informed of all laws and municipal ordinances and regulations in any manner affecting the conduct of the work, and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in this contract, or in the drawings or specifications herein referred to, in relations to any such law, ordinance, regulation, order or decree, he/she/it shall forthwith report the same in writing to the Owner. S/He/It shall at all times observe and comply with, and shall cause all his/her/its agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders and decrees; and shall protect and indemnify the party of the first part of its officers and agents against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order or decree, whether by him/herself or by his/her/its employees.

HOURS OF LABOR, WAGES, ETC.:

EIGHTH: No laborers, worker, or mechanics in the employ of the Contractor, subcontractor or any other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted to work more than eight hours in any one calendar day and no such person shall be employed more than five days in any one week, except in cases of extra ordinary emergency caused by fire, flood, or danger to life and property.

In accordance with Federal Labor Standards/Davis Bacon Provisions, the minimum hourly rate of wage to be paid for a legal days' work, to laborers, worker, or mechanics upon the work to be performed under this contract, or upon any material to be used upon or in connection therewith shall be not less than the prevailing rate for a day's work in the same trade of occupation in the locality wherein the said work on, about or in connection with which such labor is performed in its final or completed form is to be situated, erected and used. Such laborers, workers, and mechanics shall be paid, however, not less than such hourly minimum rates of wage, as designated by the Industrial Commissioner of the State of New York, and set forth in the specifications hereto annexed, and shall be paid in cash.

It is further understood and agreed that this Contract shall be void and of no effect unless the Contractor shall secure compensation for the benefit of, and keep covered during the life of said Contract, all employees employed in the work provided for in this contract in compliance with the provisions of the Worker's Compensation Law.

It is further agreed that the following provisions of the Labor Law shall be complied with by the Contractor.

(a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, Subcontractor, nor any person acting on behalf of such Contractor or Subcontractor, shall be reason of race, creed, color 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;

(b) That no Contractor, Subcontractor, nor any person on his/her/its behalf shall, in any manner, discriminate against or intimidate any employees hired for the performance of work under this contract on account of age, race, creed, color, or national origin;

(c) That there may be deducted for the amount payable to the Contractor by the said Owner under this contract, a penalty of five dollars for each person for each calendar day during violation of the provisions of the contract; and

South Street Sidewalk Replacement Project, Warwick, NY

(d) That this contract may be canceled or terminated by the said Owner and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract.

(e) The Contractor and each and every Subcontractor, if any, shall file with the Owner in writing, in a form satisfactorily to the Owner, certifying to the amount then due and owing from Contractor or Subcontractor filing such statement to any and all laborers for daily or weekly wages on account of labor performed upon the work under the Contract, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively, which statement, so to be filed, shall be verified by the oaths of the contractor or subcontractor, as the case may be, that s/he/it has read such statement subscribed by him/her/it and knows the contents thereof and the same is true of his/her/its own knowledge; and such statement shall show payment of such wages to the rate to which such contract or subcontract request payment under the contract and in the event that no such wages are unpaid such statement shall so state; the provisions of this paragraph being pursuant to Section 220a of the Labor Law.

(f) That the Contractor and all Subcontractors shall give a preference to citizens of the State of New York who have been residents for at least six consequent months immediately prior to the commencement of their employment; such persons shall furnish satisfactory proof of residence in accordance with rules adopted by the Industrial Commissioner, persons other than citizens of the State of New York shall not be employed when such citizens are available. It is agreed that in the event that the provisions of this paragraph are not complied with that this contract shall be void. Each Contractor and Subcontractor shall keep a list of his/her/its employees, stating whether they are citizens of the State of New York, native born or naturalized citizens and in case of naturalization the date thereof, and the name of the court in which granted; all in accordance with the provision of Section 222 of the Labor Law.

ACCESS TO WORK:

NINTH: The Contractor shall permit the Owner and the persons designated by the Owner to enter upon the work and the places of manufacturer of materials at all times, to give lines and grades, or to measure or inspect the work and materials and shall provide assistance and safe and proper facilities therefore. The Contractor shall notify the Owner, a sufficient time in advance, of the time and place of manufacture of any materials so that the Owner may have a representative present if desired.

SUPERVISION AND WORKERS:

TENTH: The Contractor shall give personal supervision to the work, shall keep a competent superintendent and competent and skillful workers on the work; Foremen and workers shall be especially experienced and skillful in the work upon which they are engaged. In the absence of the Contractor, if necessary directions and orders will be given by the Owner and shall be received and obeyed by the superintendent, foremen, or other employee in immediate charge of the portion of work to which the directions relate.

To such extent as is practicable, in the opinion of the Owner, the Contractor shall, in the employment of labor, give preference to resident citizens of Orange County insofar as they are available and competent. This provision shall not, however, prevent the Contractor from retaining in his/her/its employ for the work under this contract, his/her/its superintendent, foremen and such skilled workman as s/he/it deems essential for securing effective, safe and satisfactory progress; but preference shall be given to citizens of the State of New York as provided in Section 222 of the Labor Law as amended.

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In case the Owner shall inform the Contractor that, in his/her/its opinion, any person of the work is unfit to perform his/her/its task, or does his/her/its work contrary to directions, or conduct him/herself/itself improperly, the Contractor shall discharge such person and shall not again employ him/her/it on the work.

INSPECTION AND REJECTION:

ELEVENTH: The Owner will inspect the materials furnished and the work done under this contract, and is authorized and empowered to reject and refuse all work and materials and method of application, or an part thereof, offered under or in fulfillment of this Contract, that do not comply in kind, quality, quantity, time of place with the specifications and the contract drawings. Within twenty four hours after receiving notice from the Owner to that effect, the Contractor shall proceed to remove from the premises, structure or building all materials condemned by the Owner, whether worked or un worked, and to take down all portions of the work which the Owner shall condemn as unsound or improper or in any way failing to conform to the drawings and specifications and to make good all work damaged or destroyed thereby. The inspection of the work shall not relieve the Contractor of any of his/her/its obligations to fulfill the contract as prescribed and defective work shall be made good and unsuitable materials may be rejected notwithstanding that such have been previously overlooked and accepted or estimated for payment.

CHANGES AND EXTRA WORK:

TWELFTH: The work and material called for under this contract may be modified and changed by the Owner by a certified copy of resolution by the Village of Warwick Board of Trustees. In case such changes make the work less expensive to the Contractor, a proper deduction shall be made from the contract price but the Contractor shall have no claim on this account for loss of anticipated profits on the work involved. In case such changes make the work more expensive, a reasonable addition shall be made.

Unless the basis of compensation shall have been agreed upon in advance of doing the work, no claim for extra work will be allowed.

APPLICATION FOR INFORMATION:

THIRTEENTH: The contractor shall make written application to the Owner for drawings or other information to be furnished by the Owner, such application to be made in a sufficient time, at least two weeks, in advance of the time such drawings or information will be needed, to permit the preparation thereof.

COMMENCEMENT AND COMPLETION:

FOURTEENTH: The Contractor shall commence work within ten (10) days after delivery to him/her/it of notification by the Owner to begin work and within 38 days after the adequate notification s/he/it shall have completed his/her/its work and performed all his/her/its obligations precedent to acceptance thereof, unless and except as the work unavoidable may be delayed, and the time for completion extended as hereinafter provided. The tentative start date for this project is September 1, 2023.

The term "Working Day", if used in this Contract, shall be held to mean a secular day during which the Contractor does perform or during which s/he can perform, in the opinion of the Owner, Eight (8) hours of effective work in daylight. Fractional days shall be prorated on the basis of eight hours per day, and included in the determination of total time consumed in the performance and completion of the contract.

South Street Sidewalk Replacement Project, Warwick, NY**EXTENSION OF TIME:**

FIFTEENTH: Should the Contractor be delayed in the prosecution or completion of the work by any act or omission on the part of the Owner, or by any damage caused by fire or other casualty for which the Contractor is not responsible, or by general strikes or lockouts, caused by acts of employees, or by other circumstances deemed sufficient by the Owner, to such extent as to render him/her/it unable to complete his/her/its work within the stipulated time, s/he/it shall be allowed by the Owner, such extension of the time for completion of the work, as the Owner shall state to be necessary and reasonable, but no extension of time for any cause will be made unless a claim therefore is presented in writing to the Owner within forty eight hours after the occurrence of such cause.

LIQUIDATED DAMAGES:

SIXTEENTH: In case the Contractors shall have failed to complete the work hereunder in accordance with the specifications and to the satisfaction of the Owner within the time stipulated by September 30, 2023 and otherwise allowed therefore the Contractor shall and will pay to the Owner the sum of Two Hundred and Fifty (\$250.00) Dollars for each and every additional calendar day (excluding Saturday, Sunday and Holidays) that shall elapse until the work shall have been satisfactorily completed, which said sum, in view of the difficulty of ascertaining the loss and expense which the Owner will suffer by reason of such delay and default and to as a penalty; and the Owner shall and may deduct and retain the amount of such liquidated damages out of the monies which may be due or become due the Contractor under this Agreement, or if such monies are not sufficient to meet said expenses, the amount of the deficiency shall be paid to the Owner by the Contractor or his/her/its sureties.

The section shall be held to apply to the completion of the work ready to deliver and acceptable to the Owner to the extent indicated by the Owner estimate of quantities. Additional work for which an extension of time shall have been claimed and allowed shall not be a cause for the payment of liquidated damages until the extension of time allowed for such additional work shall have elapsed.

LIENS:

SEVENTEENTH: The Contractor shall pay promptly for all labor, equipment and materials employed upon or furnished for use in or about the work and shall permit no lien or encumbrance to be placed upon the property or against the funds of the Owner under any provision of any lien or in favor of or upon the suit of proceedings at law by any labor or material person.

The Owner may deduct and retain from monies due the Contractor anything herein contained to the contrary notwithstanding, such sums as may be required to settle claims for materials or services or labor furnished for carrying on the Contract, notice of which claims signed and sworn to by the claimant severally, shall have been filed against the Owner, its agents or employees, relating to the contract, and may settle such claims when determined, including lawyer's fees and all other expenses arising from such claims.

Should there be proved to be any lien or claim chargeable to the Contractor after all payments are made to him/her, the Contractor or his/her/its sureties shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien or claim, including lawyer's fees and all other expenses arising from such lien or claim.

SUB CONTRACTS AND ASSIGNMENTS:

EIGHTEENTH: The Contractor will insert in any subcontracts the Federal Labor Standards Provisions contained herein, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts

South Street Sidewalk Replacement Project, Warwick, NY

which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made. The Contractor shall make no subcontracts for any portion of the work without previously having obtained the consent of the Owner. The Contractor shall not assign, transfer, convey or sublet or otherwise deposit of this contract, or his/her/its right, title or interest in the same, or any part thereof, of his/her/its power to execute such contract to any other person, company or corporation and shall not assign any of the monies to become due and payable under this contract, without the previous written consent of the Owner.

In the event that the party of the second part be a natural person and die before the completion of the contract, then in that event, the said contract shall cease and terminate and the unexecuted part of the contract, that is, any unfinished part of the operations to be done by the party of the second part, shall not be assigned by any executor, administrator, or devisee or personal representative of the party of the second part however constituted or appointed.

TERMINATION OF EMPLOYMENT:

NINETEENTH: Should the Contractor at any time refuse or neglect to supply a sufficiency of skilled workers, or of materials of the proper quality, or fail in any respect to prosecute the work with promptness and diligence, or fail in the performance of any of the agreements herein contained, such refusal, neglect or failure being certified by the Owner, the Owner, may, after three days written notice to the Contractor, served by registered mail to the address of the Contractor hereinabove stated, provide any such labor and materials and deduct the cost thereof from any monies then due or thereafter to become due the Contractor under this contract; and if the Owner shall certify that such refusal, neglect or failure is sufficient ground for such action or should the Contractor become insolvent or bankrupt or unable to complete this contract, the Owner may also terminate the employment of the Contractor for the said work, and enter upon the premises and take possession for the purpose of completing the work included under this Contract, of all materials, tools and appliances thereon, and employ any person or persons to finish the work and to provide the materials therefor; and in case of such discontinuance of the employment of the Contractor, s/he/it shall not be entitled to receive any further payment under this Contract until the entire work shall be wholly finished at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Owner in furnishing this work, such excess shall be paid to the Contractor, but if such expense shall exceed such unpaid balance, the Contractor or his/her/its sureties shall pay such excess to the Owner. The expense incurred by the Owner as herein provided, either for furnishing materials or for finishing the work and any damages incurred through such default, shall be audited and certified by the Owner. In the event of insolvency or bankruptcy of the Contractor or in the event that he/she/it makes an assignment for the benefit of creditors, no such event shall convey his/her/its interest in this contract, and the Contractor's interest in this contract shall not be assigned by any operation of law. No other remedies for any breach of this contract are deemed to be barred or waived in the provisions of this paragraph.

OWNER'S RIGHT TO SUSPEND WORK:

TWENTIETH: The Owner shall have the right to suspend the whole or any part of the work herein contracted to be done, if it be deemed for the best interest of the Agency so to do (the judgment of the Agency as to what constitutes "best interest" shall be final and conclusive and not subject to review by any authority), or if the Owner does not own or has not obtained the right to enter upon the land, roads, or ways upon which the work is to be performed, or such suspension, the Contractor shall backfill trenches and shall restore roadways and pavements as required and shall maintain his/her/its work as provided in Article XXI hereof. S/He/It shall neatly pile or place all materials and equipment so as not to obstruct public travel or shall remove such materials and equipment from roads, rights of way on public land, if so directed.

South Street Sidewalk Replacement Project, Warwick, NY

Should the work be suspended for reasons herein set forth, the contractor shall be allowed such extension of time for the completion of his/her/its work as the Owner shall state to be necessary and reasonable.

No allowance as damages shall be made to the Contractor because of such suspension and delay and he/she/it shall make no claim therefor; but s/he/it may claim work under Article XII hereof for re handling material to the extent directed.

MAINTENANCE:

TWENTY FIRST: During the progress of the work and during the period of One (1) year after the acceptable completion of the work the Contractor at is own expense, shall maintain his/her/its work by making all repairs necessary in consequence of defects in materials or workmanship which appear within the said period of one (1) year when ordered by the Owner. If the contractor shall fail to make such repairs promptly the Owner may do the necessary work at the expenses of the Contractor and his/her/its sureties.

OPERATION OF WORK:

TWENTY SECOND: The Owner may use and operate any and all parts of the works to be constructed under this Contract as soon as such parts become physically ready for service, and during such use and operation, the Contractor, to bear all, shall continue liability for the maintenance of his/her/its work as fully as if the work were not operated, except with respect or damage caused by the Owner otherwise than by normal operation.

PROTECTION AND INSURANCE:

TWENTY THIRD: The Contractor and his/her/its sureties shall be responsible for and shall protect all parts of the work against loss or injury by water, frost, wind, hail or fire, lightning, windstorm, explosion, riot, riot attending strike, civil commotion, aircraft, vehicles, smoke vandalism and malicious mischief, or accident or other cause and from any interference and shall protect and indemnify the Owner and the State of New York, by adequate insurance or other means approved by the Owner, against any such loss or injury resulting from such causes whether or not they are within human control.

The Contractor shall, prior to the commencement of work, procure and thereafter maintain at his/her/its own expense, until final acceptance by the Owner of the work and terms covered by the Contract, insurance for damages imposed by law, of the kind and in the amount hereinafter provided, in insurance companies authorized to do such business in the State of New York, covering all operations under this contract whether performed by him/her/it, or his/her/its subcontractors. Before commencing the work, the Contractor shall furnish to the Owner the original policies or certified copies of the original policies and such number of certificates of insurance in form satisfactory to the Owner showing that the Contractor has complied with this Section, which certificates shall provide that the policies shall not be changes or cancelled until thirty (30) days written notice has been given to the Owner.

The Contractor shall take and assume all responsibility for the work, and take all precautions for the prevention of injuries to persons and property in or about the work; s/he/it shall bear all losses resulting to him/her/it on account of, the amount, or character, or upon which the work is done different from that which was estimated or expected, or on account of the weather, elements or other causes and s/he/it and his/her/its Surety or Insurance Company shall assume the defense of, and indemnify and save harmless the State of New York, the Owner and its officers, employees, and agents, from any and all claims relating to labor, equipment, or materials furnished for the work, and to inventions, patents, and patent rights used in doing the work, and to injuries or damages to persons, corporations or property caused by or in any way arising out of the work performed by the Contractor, Subcontractor and the employees under this Contract.

South Street Sidewalk Replacement Project, Warwick, NY

The Contractor shall provide insurance coverage as follows:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
2. The policy naming the municipality as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
 - b. State that the organization's coverage shall be primary coverage for the municipality, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by ISO endorsement CG 2010 11 85 or its equivalent. Examples of equivalent ISO additional insured endorsements include using both CG 20 33 10 01 and CG 20 37 10 01 together. A completed copy of the endorsement must be attached to the certificate of insurance.
 - d. The certificate of insurance must describe the specific services provided by the consultant (e.g. asbestos testing, consulting) that are covered by the professional or errors and omissions policy.
3. The contractor agrees to indemnify the municipality for any applicable deductibles.
4. Required Insurance:
 - a. Contractor's Commercial General Liability Insurance:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 general & products/completed operations aggregates
 - iii. The general aggregate shall apply on a per-project basis
 - b. Automobile Liability:
 - i. \$1,000,000 combined single limit for owned, hired or borrowed and non-owned motor vehicles.
 - c. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all employees
 - d. Owners Contractors Protective Insurance:
 - i. \$1,000,000 per occurrence
 - ii. \$2,000,000 aggregate, naming the Village as the insured.
 - iii. Required for construction projects in excess of \$200,000
 - e. Excess Liability:
 - i. \$2,000,000 per occurrence
 - ii. \$2,000,000 aggregate, with the municipality named as the additional insured.
 - f. Builders Risk Insurance or Installation Floater:
 - i. Builders risk coverage can be provided by the municipality, or required of the contractors. Installation floaters are provided by the contractor(s).
 - g. Bid, Performance and Labor & Material Bonds:
 - i. Shall be provided by a New York State-admitted surety company, in good standing.

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5. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
6. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The contractor is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
7. The municipality is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the municipality but also NYMIR, as the municipality's insurer.

The Village of Warwick, Warwick, NY, and the County of Orange c/o Office of Community Development, 40 Matthews Street, Suite 307A, Goshen, NY 1092 must be named as "**Additional Insured**" and "**Certificate Holder**" on all applicable policies. Proof of Liability, Workers Compensation and Disability Insurance will be required in a format acceptable to the State of New York.

HOLD HARMLESS (INDEMNITY)

The Contractor shall defend, indemnify and hold harmless, the County of Orange, the Village of Warwick, its agents, servants and employees from any and all damages or claims whatsoever, occasioned by or caused to any person, partnership, association or corporation, or occasioned by or caused to any property arising out of the performance of this Contract or from any defective condition of the materials furnished or supplied or contemplated to be furnished or applied under this Contract. This is to include inventions, royalties, patents and patent rights. To the greatest extent permitted by law, the liability of the Contractor under this Section is shall be absolute and is not dependent upon any question of negligence, on the part of the Contractor, the County of Orange, the Owner or their agents or employees.

PARTIAL ESTIMATES:

TWENTY FOURTH: As of the fifteenth (15) day of each calendar month during the progress of the work, the Owner shall make up an approximate estimate of the work completed and the materials furnished as provided in this Contract, and the amount due to the Contractor for such work and material furnished, based upon prices established in the Bid Tabulation. The contract amount payable for the work shall be paid as follows: 40% when the Owner certifies in writing that the work has been at least 60% completed satisfactorily. The estimate shall be prepared by the Owner and forwarded to the Contractor for signature no later than the 19th day of the aforesaid month. The claim form shall be signed by the Contractor and returned to the Owner no later than the 25th day of the aforesaid month. The Owner will submit the executed claim for payment within seven (7) days of receipt of same from the Contractor. Monthly estimates shall be subject to a five percent (5%) retained which shall be retained by the Owner as a guarantee that the Contractor will faithfully and completely fulfill all the obligations imposed by the Contract and specifications and against any damages caused the Owner by reasons of any failure on the part of the Contractor to fulfill all conditions and obligations herein assumed.

FINAL ESTIMATE:

TWENTY FIFTH: Whenever in the opinion of the Owner, the Contractor shall have substantially performed this contract on his/her/its part, except his/her/its obligation to maintain the integrity of the work for a period of one (1) year thereafter, the Owner shall promptly so document in writing, a certified final estimate of the value of the completed work. On or before the expiration of thirty (30) days after the filing of said final estimate, the Owner shall pay to the Contractor the balance remaining due him/her/it, after deducting such sums as have herein before been provided to be used, retained or withheld by the Owner provided the Contractor shall have made affidavit to the Owner that there are no unpaid bills for labor, services, or material furnished under this

South Street Sidewalk Replacement Project, Warwick, NY

Contract, and shall have furnished the Owner a certificate of the County Clerk that no liens have been filed upon the property or against the funds of the Owner or that such liens as may have been filed have been satisfied of record in the County Clerk's Office. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

DEFERRED PAYMENTS AND RELEASE OF BOND:

TWENTY SIXTH: When the Contractor shall have given the Owner satisfactory evidence that all suits or claims of every description, arising from or through the performance of this contract, have been satisfactorily settled, and that all his/her/its obligations except his/her/its obligation to maintain the work for a period of one (1) year after its acceptable completion has been fulfilled, then such portion of the aforesaid deducted sums of the Contractor is entitled to shall be paid to him/her/it, but the Contractor's bond shall continue in full force and effect until all repairs necessary in consequence of defects in materials or workmanship appearing have been satisfactorily made. When such repairs have been completed and all other obligations fulfilled and the Contractor shall be have given the Owner satisfactory evidence that all suits or claims of every description, arising during the maintenance period or through the performance of this contract, have been satisfactorily settled, then the Contractor's bond shall be released.

WAIVER:

TWENTY SEVENTH: Neither an extension of time for any reason beyond the date originally stipulated herein for the completion of, the work, nor any acceptance or possession taken or use of any part of the work called for by this Contract, shall be deemed to be a waiver by the Owner of the right to abrogate this contract for abandonment or delay, in the manner provided for in this agreement, no payment of money under this contract, nor any acceptance or possession taken or use of the work done by the Contractor, nor any estimate or certificate given, shall be evidence of the performance of this contract, or be construed as a waiver of any of its provisions by the Owner, nor shall any waiver of any breach of this Contract be held to be a waiver of any other or subsequent breach.

LAST PAYMENT TO TERMINATE OWNER LIABILITY

TWENTY EIGHTH: Neither the Owner, nor any officer or agent thereof, shall be liable for, or be held to pay, any money to the Contractor, except as herein provided; and the acceptance by the Contractor of the final payment aforesaid shall operate as and shall be a release to the Owner and every member and agent thereof, from all claims of and liability to the Contractor for anything done or furnished for or relating to or affecting the work except the claim against the Owner for the remainder if there be, of the amount withheld as herein before provided for.

BREACH OF CONTRACT:

TWENTY NINTH: In the event of a breach of the terms and conditions of this contract by the Contractor, the Contractor shall be and remain liable for any and all counsel fees incurred by the Owner in an effort to remedy such breach.

PRICES TO INCLUDE:

THIRTIETH: The prices stipulated herein shall include not only the materials and work specifically belonging under the various items, but also all other materials, work and expenses which are necessary to complete as a whole, the work contemplated by this Contract, and which are specified, shown on drawings, or implied in such a manner as to enable the Contractor to know the need of such materials, work or expenses.

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South Street Sidewalk Replacement Project, Warwick, NY

PRICES:

THIRTY FIRST: In consideration of the premises, and except as otherwise provided, the party of the first part hereby agrees to pay the party of the second part as full compensation for furnishing all materials, means, and labor and doing all the things required fully to complete this Contract according to the Contract, drawings and the specifications to the satisfaction of the Owner, the following prices for the amount of materials and work actually furnished and done, as measured by the Owner to wit: in an amount not to exceed \$ _____; (as set forth hereto annexed and made a part thereof).

RECORD DRAWINGS (AS BUILTS):

THIRTY-SECOND: Under the CONTRACT WORK the CONTRACTOR shall take such detailed and accurate field records such that, at the completion of the WORK, he/she/it can furnish to the OWNER and the ENGINEER a set of Record Drawings. Such field data for the record drawings shall be kept on a set (or more) of the contract drawings provided to the CONTRACTOR and shall be available, during the construction period, for review by the OWNER and/or ENGINEER.

IN WITNESS WHEREOF the parties hereto have caused these presents to be duly executed and delivered the day and year above written.

Attest: OWNER

CONTRACTOR

BY: _____
Mayor Michael Newhard

BY: _____
(TITLE: _____)

77 Main Street
BUSINESS ADDRESS

BUSINESS ADDRESS

Warwick, NY
CITY, STATE

CITY, STATE

845-986-2031
BUSINESS TELEPHONE

BUSINESS TELEPHONE

CONTRACTOR'S FEDERAL TAX ID# _____

SEAL

SEAL

South Street Sidewalk Replacement Project, Warwick, NY

(Acknowledgment of Officer or Owner Executing Agreement)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023, before me personally came and appeared Michael Newhard to me known and known to me, being duly sworn, did depose and say that he is the Mayor of the Village of Warwick, NY described in and which executed the foregoing instrument; that by virtue of the authority conferred on him by law he subscribe his name to the foregoing instrument and that he executed the same for the purpose therein mentioned.

_____ (SEAL)
(Notary Public)

(Acknowledgment of Contractor, if a Corporation)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023 , before me personally came and appeared _____, to me known and known to me, being duly sworn, did depose and say that he/she resides at _____; That he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that s/he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation and that s/he signed his/her name thereto by like order.

_____ (SEAL)
(Notary Public)

South Street Sidewalk Replacement Project, Warwick, NY

(Acknowledgment of Contractor, if a Partnership)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023, before me personally came and appeared _____, to me known and known to me personally to be one of the member of the firm of _____, described in and who executed the foregoing instrument, and s/he acknowledged to me that s/he executed the same as and for the act and deed of said firm.

_____ (SEAL)
(Notary Public)

(Acknowledgment of Contractor, if an Individual)

State of _____)
) S.S.:
County of _____)

On this _____ day of _____, 2023, before me personally came and appeared to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that s/he executed the same.

_____ (SEAL)
(Notary Public)

VIII. CHANGE ORDER

Order No. _____

Date: _____

Agreement Date: _____

Name of Project: _____

Owner: _____

Contractor: _____

THE FOLLOWING CHANGES ARE HEREBY MADE TO THE CONTRACT DOCUMENTS:

JUSTIFICATION: _____

CHANGE TO CONTRACT PRICE:

Original Contract Price \$ _____

Current Contract Price adjusted by previous Change Order \$ _____

The Contract Price due to this Change Order will be (increased)(decreased) by \$ _____

The new Contract Price due to this Change Order will be \$ _____

CHANGE TO CONTRACT TIME:

The Contract Time will be (increased) (decreased) by _____ calendar days.

The date for completion of all work will be _____ (date).

APPROVALS REQUIRED:

To be effective this Order must be approved by the Federal Agency.

Requested by: _____

Recommended by: _____

PROJECT ENGINEER/MUNICIPALITY

Approved by: _____

OWNER

Accepted by: _____

CONTRACTOR

Community Development Approval (Federal Agency): _____

IX. CERTIFICATION OF COMPLIANCE WITH MINIMUM STANDARDS FOR ACCESSIBILITY BY THE PHYSICALLY HANDICAPPED

Project Number: _____

Project Name: _____

Pursuant to the requirements of the Architectural Barriers Act of 1968, 42 USC 4151, the Americans with Disabilities Act of 1990, New York State Uniform Fire Prevention and Building Code and its Reference Standards, and the regulations issued subsequent thereto, the undersigned certifies that the design of the above mentioned project is in conformance with the minimum standards contained in the American Standard Specifications for Making Building and Facilities Accessible to and Usable By, the Physically Handicapped, Number A-117.1R-1971 (as Modified by 41 CFR 101-19.603) and all other applicable federal and state standards.

Project Architect / Engineer: _____

Name of Firm

Business Address / Street or P.O. Box

Town / City / State / Zip Code

Date of Plans / Drawing No. / Job No.

Project Architect / Engineer Signature

Seal

Print Name / Title / Date

Municipality:

Name of Municipality

Business Address / Street or P.O. Box

Town / City / State / Zip Code

Supervisor / Mayor Signature

Print Name / Title / Date

Seal

Building Inspector Signature

Print Name / Title / Date

X. CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, _____,

the duly authorized and acting legal representative of the Village of Warwick do hereby certify as follows:

I have examined the attached contract(s), surety bonds, Certificate of Insurance, Workers Compensation and Disability Certificates, and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements/documents has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

By: _____

Print Name: _____

Date: _____

XIII. APPLICATION FOR PAYMENT

“AIA DOCUMENT G702 - APPLICATION AND CERTIFICATE FOR PAYMENT”

“AIA DOCUMENT G703” - CONTINUATION SHEET”

Village of Warwick (OWNER)

XIV. SUPPLEMENTAL CONTRACT ATTACHMENT - FEDERAL LABOR STANDARDS & FEDERAL PROVISIONS AND REQUIREMENTS

GENERAL CONDITIONS

PART II

FEDERAL REQUIREMENTS

All bidders must comply with the following Federal requirements:

Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as stated in 24 CFR 570.601

"No person in the United States shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title."

Executive Order 11063, as amended

"No person in the United States shall on the basis of race, color, religion, sex, or national origin, be discriminated against in housing (and related facilities) provided with Federal assistance and in lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the Federal Government."

Executive Order 11246

A. If the contract amount is less than ten thousand (\$10,000) dollars) the following conditions shall apply:

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such actions shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Local Public Agency setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

B. If the contract amount exceeds ten thousand (\$10,000) dollars) the following conditions shall apply:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965; and the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (B-1) and the provisions of paragraphs (B-1) through (B-6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Contracting Agency may direct as a means of enforcing such provisions, including sanctions for non-compliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246):

- (1) The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
- (2) The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals and Timetables for
Minority Participation
in Each Trade
15%

Goals and Timetables for
Female Participation in
Each Trade
15%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR Part 60-4, paragraph 3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4.

Compliance with the goals will be measured against the total work hours performed.

- (3) The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of ten thousand (\$10,000) dollars at any tier of construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

- (1) As used in these specifications:
 - (a) "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - (b) "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - (c) "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (d) "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, and the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable affiliations through membership and participation or community identification).
- (2) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of ten thousand (\$10,000) dollars the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
- (3) If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
- (4) The Contractor shall implement the specific affirmative action standards provided in paragraphs (7a) through (7p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization, the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
- (5) Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities

or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

- (6) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
- (7) The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - (b) Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - (c) Maintain a current file of names, addresses, and telephone numbers of each minority and female off-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor; along with whatever additional actions the Contractor may have taken.
 - (d) Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under (7) b above.
 - (f) Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all

minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- (g) Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items withon-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and in disposition of the subject matter.
 - (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - (i) Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one (1) month prior to the date for the acceptance of applications for apprenticeship or other training by and recruitment sources, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - (j) Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - (k) Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - (n) Ensure that all facilities and company activities are non-segregated except that separate or single-user toilets and necessary changing facilities shall be provided to assure privacy between the sexes.
 - (o) Document and maintain a record of all solicitation of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- (8) Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a) through (7p). The efforts of a

contractor association, Joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under (7a) through (7p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

- (9) A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
- (10) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- (11) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
- (12) The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246 as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246 as amended.
- (13) The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4-8.
- (14) The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated

trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

- (15) Nothing herein provided shall be construed as a limitation upon the application of other laws, which establish different standards of compliance or upon the application or requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et. seq.)

The Contractor, if the contract is in excess of \$2,000, and any of his subcontractors, shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations contained in 29 CFR Part 5.

Under Section 103 of the Act, the Contractor and any of his subcontractors, shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible, provided the worker is compensated at a rate not less than one and one-half (1 1/2) times the basic rate of pay for all hours worked in excess of forty (40) hours in any week. Section 5 of the Federal Labor Standards Provisions, as shown in below sets forth in detail the Section 103 requirements.

Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health and safety, as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

Federal Labor Standards Provisions

(Davis-Bacon Act, Copeland Act, and Contract Works Hours & Safety Standards Act) The Project to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

NOTE: NY law requires the contractor pay the HIGHER of State prevailing wages or Davis-Bacon, for each class of worker.

Lead Based Paint Requirements

Title IV of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with Federal Assistance in any form.

Clean Air and Clean Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et. seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

The Contractor and any of its subcontractors for work funded under the Agreement which is in excess of one-hundred thousand (\$100,000) dollars agree to the following requirements:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR Part 15.20.
- (2) Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. 1857c-8) and (33 U.S.C. 1318) relating to the inspection, monitoring, entry reports and information as well as all other requirements specified in said Section 114 and Section 308, and all regulations, and guidelines issued thereunder.
- (3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he/she will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provision.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

Energy Conservation Provisions

Contractors must recognize mandatory standards and policies relating to energy efficiency contained in the Cost Effective Energy Conservation Measures.

Procurement of recovered materials

Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Section 109 of the Housing and Community Development Act of 1974

"No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title"

Age Discrimination Act of 1975

"No person in the United States shall be on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Section 504 of the Rehabilitation Act of 1973

"No qualified individual with handicaps shall, solely on the basis of handicaps, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance."

OTHER REQUIREMENTS OF 2 CFR PART 200

- (a) Debarment and Suspension (Executive Orders 12549 and 12689)
A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Use www.SAM.gov

- (b) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)
Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Attachment 10B – Certification

- (c) Procurement of recovered materials
The City and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines

A. APPLICABILITY

The Project or Program to which the construction work covered by this Contract pertains is being assisted by the United States of America, and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

(1) MINIMUM WAGES

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment, computed at rates not less than those contained in the wage determination of the Secretary of Labor (which is attached hereto and made a part hereof), regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH1321)) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place, where it can be easily seen by the workers.

(ii) Additional Classifications.

- (A) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor, the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division ("Administrator"), Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget ("OMB") under OMB control number 1235-0023.)
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, or HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(D) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (1)(ii)(B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1235-0023.)

(2) **Withholding.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The U.S. Department of Labor shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(3) **Payrolls and basic records.**

(i) **Maintaining Payroll Records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification(s), hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid.

Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1235-0023 and 1215-0018)

(ii) **Certified Payroll Reports.**

(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1235-0008.)

- (B)** Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;
 - (2)** That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;
 - (3)** That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract; and
- (C)** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the “Statement of Compliance” required by subparagraph (a)(3)(ii)(b).
- (D)** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph (a)(3)(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency (where appropriate), to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman’s hourly rate) specified in the contractor’s or subcontractor’s registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice’s level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program.

If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed, unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (iii) **Equal employment opportunity.** The utilization of apprentices, trainees, and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

- (5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this Contract.
- (6) **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs (1) through (11) in this paragraph (a) and such other clauses as HUD or its designee may, by appropriate instructions, require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.
- (7) **Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this Contract.
- (9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.
- (10) **Certification of Eligibility.**
- (i) By entering into this Contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) Anyone who knowingly makes, presents, or submits a false, fictitious, or fraudulent statement, representation or certification is subject to criminal, civil and/or administrative sanctions, including fines, penalties, and imprisonment (e.g., 18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §§ 3729, 3802).

(11) Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this Contract are applicable, shall be discharged or in any other manner discriminated against by the contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, the contractor, and any subcontractor responsible therefor, shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract, or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages, as provided in the clause set forth in subparagraph B(2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs B(1) through (4) of this paragraph.

C. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects.

The [Davis-Bacon Act](#) applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of [public buildings or public works](#). Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon “Related Acts.” The “Related Acts” include provisions that apply Davis-Bacon labor standards to most federally assisted construction. Examples of “Related Acts” include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay [laborers and mechanics](#) employed directly upon the [site of the work](#) at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. [Davis-Bacon labor standards clauses](#) must be included in covered contracts.

The Davis-Bacon “prevailing wage” is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor’s obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the [Davis-Bacon poster \(WH-1321\)](#) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the [System for Award Management \(SAM\)](#) website at <https://sam.gov/content/wage-determinations> for contracting agencies to incorporate them into covered contracts. The “prevailing wages” are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. [130](#), [131](#), and [236](#).

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The [Copeland "Anti-Kickback" Act](#) prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA) and the [Fair Labor Standards Act](#) may apply.

Under [Reorganization Plan No. 14 of 1950](#), (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
[Contact Us](#)

Orange County Office of Community Development

Forms Required for Submission with Bids

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

**U.S. Department of Housing
and Urban Development**
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs
OMB Control No. 2502-0029
(exp. 9/30/2016)

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address	By
	Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph(a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

- (2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard race, creed, color, or national origin.

- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 10925 of March 6 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

- (5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

- (6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

- (7) The contractor will include the provisions of Paragraphs(1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

- (b) Except in subcontracts for the performance of construction work at the site of construction, the clause is not required to be inserted in subcontracts below the second tier. Subcontracts may incorporate by reference to the equal opportunity clause.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

- (1) Loans, mortgages, contracts and subcontracts not exceeding \$10,000.

- (2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

- (3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

- (4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

- (5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

(See instructions on next page before completing this form.)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address:

Name and Title of Person Submitting this Form:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If Yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By:

Signature

Date:

Instructions for Completing the Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplement or Change Order. It shall be submitted to with your bid or proposal to the County agency conducting the Governmental Procurement.

This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 (“Act”), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services (“OGS”) developed a list (“Prohibited Entities List”) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). In accordance with SFL § 165-a(3), the Prohibited Entities List may be found on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> .

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The County may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the person has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- 2) The County makes a determination that the goods and services are necessary for the County to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

During the term of the Contract, should the County receive information that a person is in violation of the above-referenced certifications, the County will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the contractor in default.

The County reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

DATE

SIGNATURE

BUSINESS NAME

NAME

TITLE _____

NON-COLLUSION CERTIFICATION

- (a) "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."

- (b) A Bid shall not be considered for award nor shall any award be made where the provisions of (a)(1)(2) and (3) above have not been complied with; provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a)(1)(2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the Bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph (a)(1) of this certification.

Any Bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by an Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such Bid contains the certification referred to in subparagraph (a)(1) of this certification, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the this Non-Collusion Certification as the act and deed of the corporation or other business entity submitting the Bid.

DATE

SIGNATURE

NAME

TITLE

BUSINESS NAME

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Name of Company: _____

Authorized Signature _____

Print Name _____

Title _____

Date _____

Sexual Harassment Prevention Certification

State Finance Law §139-I requires bidders to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of section two hundred one-g of the labor law.

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 its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

The Bidder's signature below certifies its compliance with State Finance Law §139-I.

Bidder: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the bidder cannot make the above certification, the bidder must provide a statement with their bid detailing the reasons therefor:

PRIME CONTRACTOR CERTIFICATION OF NONSEGREGATED FACILITIES

The undersigned hereby certifies that:

No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name of Prime Contractor

Project Name

Project Number (if applicable)

Name and Title of Signer (Print or Type)

Signature

Date

BIDDER'S CERTIFICATION OF
LIMITED FOREIGN INVOLVEMENT

(Completion of this statement is required in advance of consideration for award of contract).

SUBMITTED TO:

SUBMITTED FOR:

SUBMITTED BY:

Name: _____
(Print or Type Name of Bidder)
(A Corporation/A Partnership/An Individual/A Joint Venture)

Address: _____

Gentlemen:

The undersigned certifies under oath the truth and correctness of all statements made hereinafter.

1. The Offeror is not a contractor of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S. Trade Representative (USTR).
2. The Offeror has not or will not enter into any subcontract with a subcontractor or a foreign country included on the USTR list.
3. The Offeror will not provide any product of a country included on the USTR list.

(Seal, If Corporation)

Print or Type (Name of Bidder) By: _____

Title: _____



OFFICE OF COMMUNITY DEVELOPMENT

Goshen, NY 10924

Tel: (845) 615-3820 • Fax: (845) 360-9093

Email: CommDev@OrangeCountyGov.com

Steven M. Neuhaus
County Executive

Debarment and Suspension Certification

Non-Federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. The regulations in 2 CFR part 180 restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities: <https://www.ecfr.gov/current/title-2/part-180>.

(1) The Contractor/Subcontractor certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) The Contractor/Subcontractor shall provide immediate written notice to the Orange County Office of Community Development if at any time the Contractor/Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

Contractor/Subcontractor Business Name: _____

Contractor/Subcontractor Tax ID #: _____

Contractor/Subcontractor Address: _____

Contractor/Subcontractor Principals: _____

Name of Representative completing this form: _____

CERTIFICATION STATEMENT

I certify that all the information provided is accurate and complete to the best of my knowledge. I understand that knowingly supplying false, incomplete, or inaccurate information is punishable under Federal or State criminal law. I certify under penalty of perjury, pursuant to 28 U.S.C. § 1746, that this certification is true, correct, and current. If it is determined that my entity or I was debarred, suspended, or excluded from Federally assisted contracts I agree to pay back any assistance even if my contract is terminated.

Signature: _____

Name: _____

Date: _____

Orange County Use Only
Project Funding, Name & Year: _____ Received by & Date: _____

COUNTY OF ORANGE

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISE POLICY

The County of Orange ("County") encourages participation by Minority/Women-Owned Business Enterprises ("MWBEs") in all aspects of the procurement process. New York State Certification for MWBEs is granted and verified through the Empire State Development Division of Minority and Women's Business Development ("DMWBD").

Contract and other funding requirements of the State of New York and the United States Government may contain MWBE participation goals. Also, County requests for bids to be awarded on a best value basis pursuant to New York State General Municipal Law §103(1) and State Finance Law §163 may include a quantitative MWBE requirement.

To achieve MWBE participation goals set by state or federal funding requirements or a best value procurement by the County, the County shall, and shall cause its contractors to (and contractors shall cause their subcontractors to), take the following good faith actions:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified New York State certified MWBEs, including solicitations to MWBE contractor associations.
2. Search the DMWBD directory for a list of NYS-certified MWBEs providing goods and/or services, as applicable to the solicitation and solicit bids or proposals from them directly.
3. Ensure that plans, specifications, request for proposals and other documents used to secure bids/proposals shall be made available in sufficient time for review by prospective MWBEs.
4. Where feasible, divide the work into smaller portions to enhance participation by MWBEs and encourage the formation of joint ventures and other partnerships among MWBE contractors to enhance their participation.
5. Document and maintain records of bid/proposal solicitation, including those to MWBEs and the results thereof. Contractor(s) shall also maintain or, where appropriate, require their subcontractors to maintain and submit, records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
6. Ensure that progress payments to MWBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements may, in the sole discretion of the County or the New York State or federal funding agency, as applicable, be waived and/or appropriate alternatives developed to encourage MWBE participation.

To ensure the above goals are met, the following procedures apply to the solicitation of contracts by the County and its contractors:

1. For contracts with MWBE requirements, the County department that will be responsible for administering the contract, with the assistance of DGS, as necessary, shall perform a search in the DMWBD MWBE Directory
<https://ny.newnycontracts.com/FrontEnd/SearchCertifiedDirectory.asp?XID=3617&TN=ny>

to generate a contact list of potential MWBEs that may be interested in the solicitation. The results of the search listing potential MWBE participants shall be forwarded to DGS with all solicitation and bid materials by the department.

2. A notice of solicitation and/or the Request for Bids/Proposals/Quotes/Etc. should be sent to the parties on the contact list via email or, if email is not available for any potential interested MWBE in the DMWBD listing, via U.S. Mail by DGS personnel.
3. Each department must ensure, as applicable to the funding source for each solicitation, that the solicitation documents contain all MWBE-related requirements such as policy statements, work plans, utilization plans, report templates, requests for waivers, etc.
4. It is important that due diligence in the pursuit of these goals is documented in the Procurement Record. Documentation of items (a) – (d) listed below shall be created and maintained in the Procurement Record by the Department issuing the solicitation (e.g. by DGS for a Request for Proposals issued by DGS and by Department X for a Request for Quote issued by Department X) and the department administering the contract shall maintain documentation of items (d) and (e) in the Procurement Record. Note, records pertaining to items (d) and (e) may be generated during solicitation and/or during the administration of the contract. Any department generating such files should place them in their Procurement Record even if it ends up in the department and DGS files. :
 - a. Notices of solicitation with proof of when it was sent and to whom;
 - b. Solicitation responses;
 - c. Records of any negotiations with MWBEs;
 - d. All policy statements, work plans, utilization plans, report templates, requests for waivers, etc. completed by the County and/or contractors and/or subcontractors as applicable to the solicitation and contract or regulatory requirements; and
 - e. Documentation of all MWBE reporting required of the County by the funding agency (in the case of a grant agreement or grant-funded contract), including all reports submitted by contractors and/or subcontractors, as applicable.

All forms prepared for submission requiring County Executive signature shall be reviewed by any, or all, of the following departments, at their and/or the County Executive's discretion, prior to submission for signature: Grants Unit, MWBE Liaison and Law Department.

For additional information, please do not hesitate to contact Maria Donovan, the County MWBE Liaison for assistance at mdonovan@orangecountygov.com.

XV. FEDERAL WAGE DETERMINATION

"General Decision Number: NY20230007 01/27/2023

Superseded General Decision Number: NY20220007

State: New York

Construction Types: Building, Heavy and Highway

Counties: Dutchess, Orange, Sullivan and Ulster Counties in New York.

BUILDING CONSTRUCTION PROJECTS FOR ALL COUNTIES EXCEPT SULLIVAN (does not include single family homes and apartment up to and including 4 stories), HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023

ASBE0040-003 05/01/2022

SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems.....	\$ 38.40	24.42
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 38.40	24.42

ASBE0091-002 05/30/2022

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....	\$ 44.47	45.85
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 44.47	45.85

BOIL0005-001 01/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 63.38	33%+47.22+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Thanksgiving Day, Memorial Day, Independence Day, Labor Day and Good Friday, Friday after Thanksgiving, Christmas Eve Day and New Year's Eve

BRNY0005-001 06/01/2022

	Rates	Fringes
BRICKLAYER (BUILDING CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 43.94	35.94
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 44.79	36.50
BRICKLAYER (HEAVY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo) and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 44.44	35.94
ORANGE COUNTY (Town of Tuxedo)		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 45.29	36.50
BRICKLAYER (HIGHWAY CONSTRUCTION)		
DUTCHESS, ORANGE (Excluding the town of Tuxedo), SULLIVAN and ULSTER COUNTIES		
Bricklayers, Cement Masons, Plasterers, Stone Masons.....	\$ 44.44	35.94

CARP0279-005 07/01/2021

	Rates	Fringes
Carpenters:		
BUILDING CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers.....	\$ 39.04	28.38
HEAVY & HIGHWAY CONSTRUCTION		
Carpenters, Millwrights, Pile Drivers.....	\$ 39.04	28.38

CARP0740-002 07/01/2021

DUTCHESS AND ORANGE COUNTIES		
	Rates	Fringes
MILLWRIGHT.....	\$ 45.00	40.41

CARP1556-005 07/01/2022

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
Diver Tender.....	\$ 52.57	53.56
Diver.....	\$ 73.03	53.56
Dock Builder & Piledrivermen.....	\$ 58.16	53.56

 ELEC0363-001 04/01/2022

	Rates	Fringes
ELECTRICIAN		
DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....	\$ 44.00	3%+36.67+a
ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES.....	\$ 48.00	3%+36.67+a

FOOTNOTE:

a. Paid Holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Presidential Election Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day

 ELEC1249-002 05/02/2022

	Rates	Fringes
ELECTRICIAN (LINE CONSTRUCTION-LIGHTING AND TRAFFIC SIGNAL INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEMS, AND TRAFFIC MONITORING SYSTEMS, ROAD WEATHER INFORMATION SYSTEMS)		
Flagman.....	\$ 28.91	7%+34.90
Groundman (Digging Machine Operator).....	\$ 43.37	7%+34.90
Groundman (Truck Driver)....	\$ 38.55	7%+34.90
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 40.96	7%+34.90
Lineman and Technician.....	\$ 48.19	7%+36.90
Mechanic.....	\$ 38.55	7%+34.90

PAID HOLIDAYS:

a. Memorial Day, New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

 ELEC1249-004 05/03/2021

	Rates	Fringes
ELECTRICIAN (Line Construction)		

Overhead and underground distribution and maintenance work and all overhead and underground transmission line work including any and all fiber optic ground wire, fiber optic shield wire or any other like product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities :

Flagman.....	\$ 32.82	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Groundman Truck driver.....	\$ 43.76	7%+34.40
Lineman and Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Substation:		
Cable Splicer.....	\$ 60.17	7%+35.40
Flagman.....	\$ 32.82	7%+34.40
Ground man truck driver....	\$ 43.76	7%+34.40
Groundman digging machine operator.....	\$ 49.23	7%+34.40
Groundman truck driver (tractor trailer unit).....	\$ 46.50	7%+34.40
Lineman & Technician.....	\$ 54.70	7%+35.40
Mechanic.....	\$ 43.76	7%+34.40
Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation		
Cable Splicer.....	\$ 61.62	7%+35.40
Flagman.....	\$ 33.61	7%+34.40
Groundman Digging Machine Operator.....	\$ 50.42	7%+34.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 47.62	7%+34.40
Groundman Truck Driver.....	\$ 44.82	7%+34.40
Lineman & Technician.....	\$ 56.02	7%+35.40
Mechanic.....	\$ 44.82	7%+34.40

FOOTNOTE:

- a. PAID HOLIDAYS: New Year's Day, Presidents' Day, Memorial

Day, Good Friday, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and Election Day for the President of the United States and Election Day for the Governor of New York State, provided the employee works two days before or two days after the holiday.

 ELEC1249-005 05/06/2019

SULLIVAN COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)		
Flagman.....	\$ 27.00	6.75%+24.15
Groundman (Digging Machine Operator).....	\$ 40.50	6.75%+24.15
Groundman (Truck Driver)....	\$ 36.00	6.75%+24.15
Groundman Truck Driver (tractor trailer unit).....	\$ 36.00	6.75%+24.15
Lineman & Technician.....	\$ 45.00	6.75%+24.15
Mechanic.....	\$ 36.00	6.75%+24.15

FOOTNOTE:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus President's Day, Good Friday, Decoration Day, Election Day for the President of the United States and Election Day for the Governor of the State of New York, provided the employee works the day before or the day after the holiday.

 ELEC1249-008 01/01/2022

	Rates	Fringes
ELECTRICIAN (Line Construction)		
TELEPHONE, CATV FIBEROPTICS CABLE AND EQUIPMENT		
Cable splicer.....	\$ 36.28	3%+5.14
Groundman.....	\$ 18.25	3%+5.14
Installer Repairman-Teledata Lineman/Technician-Equipment Operator.....	\$ 34.43	3%+5.14
Tree Trimmer.....	\$ 28.25	3%+10.23

a. New Year's Day, President's Day, Good Friday, Decoration Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

 ELEV0138-001 01/01/2023

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 67.35 37.335+a+b

FOOTNOTE:

a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.

b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

	Rates	Fringes
Power Equipment Operator		
GROUP 1A.....	\$ 53.95	28.52+a
GROUP 1B.....	\$ 49.68	28.52+a
GROUP 2A.....	\$ 52.03	28.52+a
GROUP 3A.....	\$ 50.11	28.52+a
GROUP 3B.....	\$ 47.67	28.52+a
GROUP 4A.....	\$ 49.60	28.52+a
GROUP 4B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5A.....	\$ 56.63	28.52+a
GROUP 5B.....	\$ 42.83	28.52+a
GROUP 6.....	\$ 44.92	28.52+a

NOTES: Hazmat: 20% above regular rate
Pumping operation Premium .50

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

a. New Years Day, Memorial Day, Independence Day, Labor Day Thanksgiving Day, Christmas Day, plus Lincoln's Birthday, Washington's Birthday, Good Friday, Columbus Day, November Election Day, Veteran's Day.

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance engineer; Lull hilift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders;

hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

GROUP 1-B: Compressor (steel erection); pulse meter and push button buzz box; elevator; mechanic (outside) all types; welder; scrapers 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers; roller 4 tons and over.

GROUP 2-A: Compactor self-propelled; grader; bulldoze D7 and similar tractors with a draw bar horsepower of 100 or over; bulldozer D6 and under; welder; scraper 20 yds struck and under; machine pulling sheep's foot roller; vibratory rollers.

GROUP 3-A: Asphalt plant; boiler (high pressure); concrete mixing plants; concrete pump; firemen; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes); mixer concrete - 21E and over; portable asphalt plant; portable batch plant; portable crusher; quarry master; stone crusher; well drilling machine and well point system; cherry picker under 10 tons; hydraulic crane under 10 tons; concert buffy; one yard an up ride on dumper (benford or similar).

GROUP 3-B: Compressor over 125 cu. feet; conveyor belt machine regardless of size; lighting unit (portable & generator); welding machine (steel erection and excavation); and compressor plant; stud machine; ladder hoist.

GROUP 4-A: Air tractor drill; batch plant; bending machine; concrete breaker; concrete spreader; curb cutter machine; farm tractor (all types); finishing machine-concrete; hepavac clean air machine (all similar types: removal of asbestos etc.); material hopper-sand-stone-cement; mixer-concrete-under 21E; mulching grass spreader; pump-gypsum, etc., pump-plaster-grout -fireproofing; shop mechanic (not employed on job site); roller under 4 ton; spreading and fine grading machine; steel cutting machine; syphon pump-air-steam; tar joint machine; turbo jet burner or similar equipment; vibrator (1 to 5); fine grading machine; roof hoist (tugger hoist); television cameras-water- sewer-gas-etc.

GROUP 4-B: Compressor to 125 feet; dust; dust collector; heater all types; pump; pump station (water and sewer); steam jenny; sweeper; chipper; mulcher.

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

 ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

	Rates	Fringes
Power Equipment Operator (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 58.54	28.15+a
GROUP 1-A.....	\$ 51.68	28.15+a
GROUP 1-B.....	\$ 54.42	28.15+a
GROUP 2-A.....	\$ 49.52	28.15+a
GROUP 2-B.....	\$ 51.05	28.15+a
GROUP 3.....	\$ 48.67	28.15+a
GROUP 4-A.....	\$ 44.29	28.15+a
GROUP 4-B.....	\$ 38.13	28.15+a
GROUP 5.....	\$ 54.69	28.15+a
GROUP 5-A-1.....	\$ 54.69	28.15+a
GROUP 5-A-2.....	\$ 66.22	28.15+a
GROUP 5-A-3.....	\$ 63.97	28.15+a
GROUP 5-A-4.....	\$ 60.03	28.15+a
GROUP 5-A-5.....	\$ 50.65	28.15+a

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Boom Truck; Cherry Picker; Clamshell; Crane,
 (Crawler, Truck); Dragline; Rough Terrain Crane

GROUP 1-A: Auger; Auto Grader; Dynahoe and Dual purpose and
 similar machines; Boat Captain; Boring Machine (all types);
 Bull Dozer-all sizes; Central Mix Plant Operator;
 Chipper-all types; Close circuit t.v.; Compactor with
 Blade; Concrete Portable Hoist; C.M.I. or similar; Conway
 or similar mucking machines; Gradall, Shovel Backhoe, etc.
 Grader; Derrick, (Stone- Steel; Elevator & cage, materials
 or passengers; Front end loaders over 1 1/2 yds.; Hoist
 Single, Double, Triple Drum, Hoist Portable Mobile Unit;
 Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist); Hoist
 Engineer-Material, Hydraulic Boom; Letourneau or Tournapull
 (Scrapers over 20 yds. struck); Log Skidder; Movable
 Concrete Barrier Transfer & Transport Vehicle; mucking
 machines; overhead crane; paver (concrete); pulsemeter;
 push button (buzz box) elevator; road mix machines; Robot
 Hammer (brock or similar), Ross carrier and similar
 machines; shovels (tunnels); side boom; Slip Form Machine;
 spreader (asphalt); scoomobile-tractor-shovel over 1 1/2
 yards; trenching machines; telephies- vermeer concrete saw
 trencher and/or similar; tractor-type demolition equipment,
 Whirly

GROUP 1-B: Road Paver, Asphalt

GROUP 2-A: Ballast Regulators; Compactor self-propelled; Cow
 Tracks; Fusion Machine; Rail Anchor Machines; Roller 4 ton
 and over; Scrapers - 20 yards struck; Switch Tampers;
 Vibratory roller, etc.

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant;
 boiler (high pressure; concrete breaker; concrete pump
 concrete spreader; curb cutter machine; farm tractor (all

types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

GROUP 4-A: Service men (fuel or grease truck).

GROUP 4-B: Oiler; Compressor - compressor plant; paint compressor-steel erection; conveyor belt machine; lighting unit (portable & generator); oiler; pumps - pump station-water-sewer- gypsum- plaster, etc.; roller-motorized (walk-behind); welding machine (steel erection excavation); well point system; bending machine; dust collector; mixer - concrete under 21-E; heater all types; steam jenny; syphon pump-air-steam; tar joint machine; vibrator (1 to 5); Compressor Truck Mounted (2-6)

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

GROUP 5-A-2: Engineer - all tower cranes, all climbing cranes and all cranes of 100 ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged (except for pile rigs).

GROUP 5-A-3: Engineer-- Pile Driver

GROUP 5-A-4: Hoist Engineer- Steel -Sub Structure

GROUP 5-A-5: Jersey-spreader, pavement breaker (air ram); Post Hole Digger

NOTES:

Loader Operator (over 5 cu yds)	.50
Shoval Operators (over 4 cu yd)	1.00
Hazmat premium over regular rate	20%

CRANES:

100 ft- 149 ft: receive \$2.00 more than Group 1 rate
149 ft and over receive \$3.00 more than Group 1 rate

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day; Lincoln's Birthday; Good Friday; Memorial Day; Independence Day; Labor Day; Veterans Day; Columbus Day; November Election Day; Thanksgiving Day; and Christmas Day

ENGI0158-006 07/01/2022

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

Rates Fringes

Power equipment operators:

GROUP A(1).....	\$ 47.81	30.74
1.....	\$ 49.06	30.74
2.....	\$ 50.06	30.74
GROUP A.....	\$ 47.32	30.74
GROUP B.....	\$ 46.30	30.74
GROUP C.....	\$ 43.40	30.74

Hazardous work - Anytime Operating Engineers are involved with level C or above, \$2.50 per hour over regular rate.

FOOTNOTE:

a. Paid Holiday: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP A(1): Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom truck (over 5 tons)

GROUP A(1): Crane Premiums

- 1 over 150' :add \$1.00
- 2 over 200': add \$2.00

GROUP A: Shovel, All excavator (except tractor mounted rubber tired John Deere 510 or smaller), gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, Belcrete system, automated asphalt concrete plant and tractor road paver, boom truck (5 tons and under).

GROUP B: Backhoe, (tractor mounted rubber tired equivalent to John Deere 510 or less), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, road roller, blacktop roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydrohammer, concrete spreader, concrete finishing machine, one drum hoist, power hosting (single drum), hoist - two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, cord and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinkey locomotive, skid steer loader, track excavator 5/8 cu. yd. or smaller.

GROUP C: Fork lift, high lift, lull, Oiler, fireman and heavy- duty greaser, boilers, and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, concrete pumps, electric submersible pump 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer and belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

 ENGI0158-018 07/01/2022

NORTHERN PART OF DUTCHESS (To The Northern Boundary line of the City of Poughkeepsie)

	Rates	Fringes
Power Equipment Operator		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 49.42	29.55
GROUP 2.....	\$ 48.51	29.55
GROUP 3.....	\$ 45.94	29.55
GROUP 4.....	\$ 53.42	29.55
GROUP 5.....	\$ 52.42	29.55
GROUP 6.....	\$ 51.42	29.55
GROUP 7.....	\$ 51.03	29.55

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asphalt Curb Machine, Self Propelled, Slipform, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck , Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine, Self Propelled, Slipform, Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All Purpose Hydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.) Quad 9, Quarry Master (or equivalent), Scraper, Fireman, Form Tamper, Grout Pump, Gunite Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker, ride-on, Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement, Shovel, Side Boom, Slip Form Paver, Tractor Drawn, BeltType Loader, Truck or Trailer Mounted Log , Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

GROUP 2: Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant (NonAutomated) and All Concrete Batching Plants, Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill, Self-contained, Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders, L.C.M. Work Boat Operator, Locomotive Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinius Widener, Roller (Grade and Fill), Scarifier, ride-on, Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw, ride-on, Steam Cleaner, Pug Mill, Pump Crete Ready Mix Concrete Plant Refrigeration Equipment (for soil stabilization)Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill, Excluding Air-Track Type Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher. Tugger Hoist, Vermeer saw (ride on, any size or type), Winch, Winch Cat

GROUP 3: A Frame Winch Hoist on Truck , Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving, Machine (ride on), Ballast Regulator, Ride-on Boiler (used in conjunction with production), Bituminous Heater, self-propelled, Boat (powered), Cement and Bin Operator, Compressors, Dust Collectors, Fork Lift, Generators, Pumps, Welding Machines, Light Plants, Heaters (hands-off equipment), Concrete Pavement Spreader and Finisher, Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill, (Core), Drill, (Well,) Farm Tractor with accessories, Fine Grade Machine, Tamper, ride-on, Tie Extractor, ride-on, Tie Handler, ride-on, Tie Inserter, ride-on, Tie Spacer, ride-on, Tire Repair, Track Liner, ride-on, Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day

 ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power Equipment Operator		
BUILDING, HEAVY & HIGHWAY		
GROUP 1.....	\$ 50.57	30.30
GROUP 2.....	\$ 48.98	30.30
GROUP 3.....	\$ 47.07	30.30
GROUP 4.....	\$ 45.44	30.30
GROUP 5.....	\$ 43.73	30.30
GROUP 6.....	\$ 52.39	30.30

NOTES:

Hazmat Premium 20%
 Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type); utograde-Pavement-Profiler (CMI and Similar Types);Autograde Slipform Paver (CMI and Similar Types); Backhoe; Central Power Plants (all types); Concrete Paving Machine (s-240 and Similar Types); Cranes (All Types, Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot),

Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chopper with Boom, Trench Machines, Tunnel Boring Machines.

GROUP 2: "'A"' Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of bucket) not applicable to Pipehook) Boring and Drilling Machines, Brush Chopper, Shredder and Tree Shredder Tree Shearer, Cableways, Carry-alls, Concrete Pump, Concrete Pumping System, Pumpcrete and Similar Types, Conveyors, 125 ft and over; Drill Doctor (duties include dust collector, maintenance), Front End Loader (22 yds. but less than 2 yds.), Graders (Finish); Groove Cutting Machine (ride on type), Heater Planer; Hoists: (all type hoists, Shall Also Include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft, Caisson, Snorkel Roof, and or any other similar type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type). Long Boom Rate to Be Applied if Hoist is "'outside material lower hoist"'; Hydraulic Cranes-10tons and Under; Hydro-Axe; Hydro-Blaster; Jacket (Screw Air Hydraulic Power Operated Unit or Console Type: Not Hand Jack or Pile Load Test Type), Log Skidder; Pans, Pavers (all) Concrete; Plate and Frame Filter Press; Pumpcrete Machines; Squeeze Crete and Concrete Pumping (regardless of size); Scrapers; Sidebooms; Straddle Carrier, Ross and Similar Types; Vacuum Truck; Whip Hammer; Winch Trucks (Hoisting).

GROUP 3: Asphalt Curbing Machine, Asphalt Plant Engineer, Asphalt Spreader; Autograde Tube Finisher & Texturing Machine (CMI and Similar types) Autograde Curecrete Machine (CMI and Similar Types); Bar Bending Machines (power), Batchers, Batching Plant and Crusher on-site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozers (all); Car Dumpers (A:road); Chief of Party; Compressor and Blower Type Units (used) Independently or Mounted On Dual Purpose Trucks, On Job Site or In Conduction with Job Site, In Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressor 92 or 3 in Battery); Concrete Finishing Machines; Concrete Saws and Cutters (ride on type); Concrete Spreaders, Hetzel, Rexomatic and Similar types; Concrete Vibrators; Conveyors, Under 125 ft), Crushing Machines, Ditching Machine, Small (ditchwitch, Vermeer or Similar type); Dope Dots (mechanical with or without pump), dumpsters; Elevator; Fireman; Forklifts (economobile, lull, and similar types of equipment); Front End Loaders (1 yd. and over but less than 2 yds.); Generators (2 or 3 in Battery/ within 100 ft); Giraffe Grinders, Graders and Motor Patrols; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibratory (in conduction with generators); Hoists (Roof, Tuggeraerial Platfrom Hoist and House Cars), Hoppers, Hoppers Doors (power operated); Hydro-Blaster (where required); Ladders (Motorized); Laddervator; Locomotive, Dinky type; Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post

pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

GROUP 4: Brooms and Sweepers; Chippers; Compressors (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines, Large Diesel (1620 h.p.) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operator and Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yd); Generator (single); Grease, Gas, Fuel and Oil Supply Trucks; Heaters (Nelson or Other Type Including Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers, Concrete Small; Mulching Equipment (Operation and Maintenance of); Pumps (2 of Less Than 4 Inch Suction); Pumps 94 Inch Suction and Over Including Submersible Pumps); Pumps (Diesel Engine and Hydraulic); Immaterial of Power; Road Finishing Machines (Small Type); Rollers, Grade, Full Or Stone Base; Seeding Equipment (Operation and maintenance of); Sprinkler and Water Pump Trucks (Used on job Site or in conduction with Job Site); Steam Jennies and Boilers, Irrespective of Use; Stone Spreader; Tamping Machines, Vibrating Ride On; Temporary Heating Plant (nelson or Other Type, Including Propane, Natural Gas or Flow Type Units); Water and Sprinkler Trucks (Used On Job Site In Conduction with Job Site); Welding Machines-Within 100 ft (Gas, and /or Electric Converters of any type, single, tow or three in a battery). welding system, multiple (rectifier transformer type) well point systems (including installation by bull gang and maintenance of); Off Road back dumps.

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

a. PAID HOLIDAYS: New Years Day, Washington's Birthday Memorial Day, July 4th, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day during the calendar week in which the holiday occurs.

 ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

	Rates	Fringes
Power equipment operators:		
BUILDING CONSTRUCTION		
STEEL ERECTION		
GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30

GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30
BUILDING CONSTRUCTION TANK ERECTION		
GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30
OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES		
GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

GROUP 1: Cranes (All Cranes, Land or Floating with Booms Including Jib 140 ft and over, Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms including Jib 140 ft and over above ground).

GROUP 2: Cranes (All Cranes, Land or Floating with Booms Including Jib Less Than 140 ft Above Ground); Derricks, Land, Floating or Chicago Boom Type with Booms Including Jib Less Than 140 ft above Ground).

GROUP 3: "A" Frame, Cherry Pickers 10 tons and under, Hoists Shall Also Include Steam, Gas, Desel, Electric, Air Hydraulic, Single and Double Drum Concrete, Brick Shaft Caisson, or Any Other Similar Type Hoisting Machines, Portable or Stationary, Except Chicago Boom Type; Jacks: Screw Air Hydraulic Power Operated unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms.

GROUP 4: Aerial Platform used as Hoist; Compressor: 2 or 3 in Battery; Elevators or House Cars; Conveyors and Tugger Hosits; Chief of Party; Firemanp; Forklift; Generators (2 or 3); Maintenance (Utility Man); Rod Bending Machine (power); Welding Machines (Gas or Electric, 2 or 3 in Battery, Including Diesels); Captain: Power Boats: Tug Master: Power Boats.

GROUP 5: Compressor, Single; Welding Machine, Single, Gas, Diesel, and Electric Converters of any Type: Welding System Multiple (Rectifier Transformer Type); Generator, Single.

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

FOOTNOTE: a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day, provided the employee works one day in the calendar week during which the holiday occurs.

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

NOTES: Tunnel Premium	.75
Hazmat Premium	20%
Hydrographic Premium	.50

TANK ERECTION CLASSIFICATIONS

GROUP 1: Operating Engineers on all Cranes, Derricks, etc with Booms Including Jib 140 ft or More Above Ground.

GROUP 2: Operating Engineer on all Equipment, Including Cranes, Derricks, etc with Booms Including Jib, Less Than 140 ft above the ground.

GROUP 3: Helicopter Pilot Engineer.

GROUP 4: Air Compressors, Welding Machines and Generators are Covered and are Defined as Cover: Gas, Diesel, or Electric Driven Equipment and Sources of Power from a Permanent Plant: ie: Staem, Compressed Air, Hydraulic or Other Power, For The Operating of any Machine or Automatic Tools, Used In The Erection, Alteration, Repair and Dismantling of Tanks and Any and All ""Dual Purpose"" Trucks Used On The Construction Job Site, or in the Loading and Unloading of Materials, at the Construction Job Sited or in Conjunction with the Job Site.

GROUP 5: Oiler

FOOTNOTE:

a. PAID HOLIDAYS: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day, and Christmas Day provided the Employee works one day in the calendar week during which the holiday occurs

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

NOTES:

Hydrographic Premium	.50
Hazmat Premium	20%
Tunnel Premium	.75

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

GROUP 1: Backhoe; Cranes (all types); Draglines, Front End Loaders (5yds. and over), Gradalls, Helicopters (co-pilot), Helicopters (Communication Engineer); Scooper (Loader and Shovel) Koehring; Trench Machines.

GROUP 2: ""A"" Frame; Backhoe (Combination Hoe Loader); Boring and Drilling Machines; Ditching Machines, Small, Ditchwitch, Vermeer or Similar type; Forklifts; Front End Loaders 92 yds. and over but less than 5 yds.); Graders, Finish (fine); Hydraulic Cranes 10 tons and under (over 10 tons) Cranes Rate Applies); Side Booms: Winch Trucks

(Hoisting).

GROUP 3: Backfiller; Brooms and Sweepers; Bulldozers; Compressor (2 or 3 in battery); Chief of Party; Front End Loaders (under 2 yds); Generators; Giraffe Grinders; Graders and Motor Patrols; Machnic; Pipe Bending Machine (power); Tractors; Water and Sprinkler Trucks used on Job Site or in Conduction with Job Site); Welder and Repair Mechanic; Captain (power boats); Tug Master (power boats).

GROUP 4: Compressor (single); Dope Pots (Mechanical with or without Pump); Dust Collectors; Pumps (4 inch suction and over); Pumps (2 of less than 4 inche suction); Pumps, Diesel Engine and Hydraulic (immaterial of power); Welding Machines, Gas or Electric Converters of any type- 2 or 3 in Battery Mulptle Welders; Well Point Systems (including installation and Maintenance); Fram Tractors.

GROUP 5: Oiler, grease, gas, fuel and oil supply trucks; Tire repair and maintenance

GROUP 6: Helicopter Pilot

FOOTNOTE:

a. Paid Holidays: New Years Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Election Day, Thanksgiving Day and Christmas Day provided the Employee works one day in calendar week during which the holidays occurs.

IRON0417-001 07/01/2022

	Rates	Fringes
IRONWORKER.....	\$ 41.38	49.95+a

a) Paid Holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day after Thanksgiving (unpaid), Christmas Day.

* LAB00017-002 06/01/2019

	Rates	Fringes
LABORER		
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (HEAVY & HIGHWAY:)		
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
ORANGE AND ULSTER COUNTIES		

(BUILDING CONSTRUCTION:)

GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15
ORANGE, ULSTER, AND SULLIVAN COUNTIES (HEAVY & HIGHWAY)		
GROUP 1.....	\$ 33.15	27.15+a
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
GROUP 4.....	\$ 46.75	27.15+a
TUNNEL, SHAFT & CAISSON WORK		
GROUP 1.....	\$ 48.05	29.50+a

LABORERS BUILDING CLASSIFICATIONS

GROUP 1: Custodial work, flag person, portable generator tender, portable pump tender, pitman and dumpman, firewatch, temporary heat tender, temporary light tender, traffic control, tool room tender; Artificial turf, air chipping hammer acoustic pump and mixer, carpenter tender, concrete, concrete curb and sidewalk form setter, concrete form stripping, concrete sealing, concrete curing, concrete finisher, concrete vibrator, compressor, clean up after trades, dismantling demolition, excavation, fireproofing, foundation and building piping, pump and mixer, gunite, general clean up, grade checker, grading and backfilling, hoists, hod carrier, landscaping, mason tender, multi building trades tender, jackhammer, pavement breaker, poured gypsum roof work, power tampers, power walk behind roller, pressure blasting, power mixer, scaffolding, snow removal, signal person, sandblasting, styrofoam and similar installation, radio control equipment including but not limited to radio control tampers and rollers, radio control excavator, all erecting and dismantling of scaffold for masonry regardless of height, walking and riding power buggies, temporary weather protection, wrecking, waterproofing, stone and tile tenders, radio controlled hammers and breakers, unloading of trucks, air track, assembling and placing gabion baskets, asphalt, blaster, bob cat type machine for demo and clean up, chain link fence, chain saw, chipping hammer, concrete conveyor belt, saw, core drill, corrugated pipe, construction specialist, cleaning machine, concrete form setter, conduit layer, cutting torch, discharge pipe, drill chuck tender, duct bank layer, explosive handler, hydraulic splitter, granite or stone curbing, handler, joy and jib drill, Ingersoll Rand heavy duty crawler master type HCMZ drill machines or equivalent, laser level, nonmetallic pipe layer, metallic pipe layer, LeRoi hydraulic drill or similar, mega mixer, power fork lift, prestressed and precast concrete, power brush cutter, pump crete machine, retaining walls, rip rap, retention and toxic and hazardous waste liners, setting of block, setting of block, setting of brick, setting of stone, sound barriers, transit under laborers jurisdiction, tow behind concrete or grout pump, traffic and pedestrian stripping, surface planner, manufactured curb, walk behind durface planner, wagon drill, welding; * asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Forklift for masonry purposes

GROUP 3: Asbestos Abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

BUILDING CLASSIFICATIONS

GROUP 1: Asbestos abatement work, lead abatement work, toxic and hazardous waste related work; when protective equipment and clothing are not required.

GROUP 2: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk form setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers

jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Gunite nozzle man, stone cutters, granite stone layer,

manhole, catch basin or inlet installing, lase men. Ground man on milling machine.

GROUP 3: Ingersoll Rand eavy duty crawler master type HCMZ any drill using 4"" or larger bit, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required, all working foremen including grade, pipe, concrete, clearing, blacktop, drill, paving and blaster etc., Hydraulic drill or similar, forklift for masonry only, Blaster and asphalt screedman.

GROUP 4: Asbestos, toxic, lead or hazardous material abatement foreman.

HEAVY & HIGHWAY CLASSIFICATIONS

GROUP 1: Asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement; when protective equipment and clothing are not required.

GROUP 2: Asbestos toxic, bio-remediation, phyto-remediation, lead or hazardous material abatement when protective clothing and equipment is required.

FOOTNOTE:

PAID HOLIDAYS: New Years Day, Presidents's Day, Memorial Day, Independence Day, Labor Day, Election Day, Veterans Day, Thanksgiving Day, Christmas Day

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

GROUP 1: Laborer, Pit and Dumpman, Chuck Tender, Brakeman and Powder; Miner and all mavhine men, Safety Miner, all shaft work, casson work, drilling, blow pipe, all air tools, tuggger scaling, nipper gunniting srom pot to nozzle, bit grinder, singal man (top and bottom), shift steward, concrete man, shield driven tunnel, mixed face and soft ground liner plate tunnel in free air.

LAB00235-003 05/01/2016

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
BUILDING CONSTRUCTION		
GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25
GROUP 3.....	\$ 33.30	26.25

LABORERS CLASSIFICATIONS (BUILDING)

GROUP 1: Mason tenders, carpenter tenders, laborer stripping and cleaning forms, laborer grading and digging ditches, sweepers, cleaners.

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods,

drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LAB00235-005 05/01/2018

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 24.40	29.75+a
GROUP 2.....	\$ 28.16	29.75+a
GROUP 3.....	\$ 29.16	29.75+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

GROUP 1: Flagperson, placing and maintenance of all flares, cones, light, signs, barricades, traffic control, custodial work, traffic directors, temporary heat or light tenders, tool rooms.

GROUP 2: General Laborers, Dumpman, Pitman, Concrete Man, Signal Man, Pipelayer, Rip Rap, Dry Stone Layer, Jackhammer, Powderman, Highscalers, Power Buggy Operator, Steel Rod Carrier, Vibratory Operator, Other Machine Operator, Wrecking, Vibrator Operator-Compactor, Guniting and Sand Blasting, Water Pump 2" or under, Nipper, Chucker, Asphalt Workers.

GROUP 3: Asphalt Raker, Asphalt Screeman, Drillers (all), Laser Beam Operator, Form Setter/Aligners, Blasters.

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, Good Friday, Washington's Birthday, November Election Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving Day and Christmas Day and Veteran's Day.

PAIN0009-004 11/01/2022

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 47.30	50.52

PAIN0155-003 05/01/2021

	Rates	Fringes
Painters:		
Drywall Finishers.....	\$ 35.94	24.66
Lead Abatement Work.....	\$ 35.94	24.66
Painter/Paperhanger.....	\$ 35.94	24.66
Spray Rate.....	\$ 36.94	24.66

PAIN0806-008 10/01/2022

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
PAINTER		
Structural steel and Bridge.	\$ 54.50	52.73

PLUM0021-005		05/01/2022

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 54.83	45.05

PLUM0373-002		05/01/2022

ORANGE COUNTY Towns of Lakeville, Four Corners, Sterling Forest, Tuxedo Park, Southfields, Arden, Newburgh Junction, Greenwood Lake, Monroe, Harriman, Woodbury Falls, Woodbury, Woodbury Station, Central Valley, and the Palisades Interstate Park and Bear Mountain Park

	Rates	Fringes
Plumber; Steamfitter.....	\$ 49.45	43.07
REFRIGERATION MECHANIC.....	\$ 37.34	35.07

PLUM0373-003		05/01/2022

SULLIVAN COUNTY (Townships of Lumberland, Forestburgh, Highland, Tusten, Mamakating, Fallsburgh, Thompson, Bethel, Cohecton, Delaware, Freemont, Callicoon, Liberty, Monticello, Neversink and Rockland); ORANGE COUNTY (Remaining Townships) and ULSTER COUNTY (Towns of Shawangurk, Wawarsing, Plattekill, Marlboro and Ellenville up to Napanoch Prison)

	Rates	Fringes
Plumber; Steamfitter.....	\$ 49.45	43.07

ROOF0008-002		05/01/2022

	Rates	Fringes
ROOFER.....	\$ 45.25	37.62

* SFNY0669-002		01/01/2023

	Rates	Fringes
SPRINKLER FITTER.....	\$ 48.98	29.69

SHEE0038-001		07/01/2022

	Rates	Fringes
Sheet metal worker.....	\$ 48.77	45.20

TEAM0445-001		05/01/2019

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.25	35.55+a
GROUP 1A.....	\$ 34.39	35.55+a
GROUP 2.....	\$ 32.69	35.55+a
GROUP 3.....	\$ 32.47	35.55+a
GROUP 4.....	\$ 32.36	35.55+a
GROUP 5.....	\$ 32.24	35.55+a

FOOTNOTE:

a. PAID HOLIDAYS: New Year's Day, Labor Day, President's Day, Presidential Election Day, Veterans Day, Decoration Day, Independence Day, Thanksgiving Day and Christmas Day provided the employee works two days in any calendar week during which the holidays occurs.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Drivers on Letourneau tractors, double barrel euclids, Athey wagons and similar equipment (except when hooked to scrapers), I-beam and pole trailers, drivers of road oil distributors, tire trucks and tractors and trailers with 5 axles and over, Articulated Back Dumps and Articulated Water Trucks.

GROUP 1A: Drivers on detachable Gooseneck Low bed Trailers rated over 35 tons.

GROUP 2: Drivers on all equipment 25 yards and over, up to and including 30 yard bodies and cable dump trailers and powder and dynamite trucks.

GROUP 3: Drivers on all equipment up to and including 24 yard bodies, mixer trucks, dump crete trucks and similar types of equipment, fuel trucks, batch trucks and all other tractor trailers.

GROUP 4: Drivers on tri axles, ten-wheelers, grease trucks and tillermen.

GROUP 5: Drivers on pick-up trucks used for materials & parts, drivers on escort man over-the-road and drivers on straight trucks.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISIO"

XVI. NYS DEPARTMENT OF LABOR WAGE DETERMINATION



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Warwick
Jane Samuelson, Engineer
71 Clinton Street
Montgomery NY 12549

Schedule Year 2022 through 2023
Date Requested 12/21/2022
PRC# 2022013914

Location South Street
Project ID#
Project Type Demolish and replace existing sidewalk with ADA compliant sidewalk from 2nd Street to 3rd Street

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

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

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed _____ Date Cancelled _____

Name & Title of Representative _____

Phone _____ Fax _____
W Averell Harriman State Office Campus Bldg _____ Room _____ Albany NY _____

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

Introduction

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

Responsibilities of the Department of Jurisdiction

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

The Department of Jurisdiction Contracting Agency awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 000) 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 000) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction Contracting Agency is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 000 form is provided for that purpose.

Both the PW 000 and PW 000 forms are available for completion [online](#).

Hours

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW 000\)](#) and ["Day Off Hour Work Schedule" form \(PW 000\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction Contracting Agency, who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by mail to NYSDOL, Bureau of Public Work, State Office Bldg, Campus Bldg, Rm 1000, Albany, NY 12244, Fax to Bureau of Public Work, or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 8 of the Labor law, contractors and subcontractors are required to establish, maintain and preserve for not less than six (6) years, contemporaneous, true and accurate payroll records. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Address, Last 4 Digits of Social Security Number, Classification in which the worker was employed, Hourly wage rate, paid, Supplements paid.

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

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

In addition, the Commissioner of Labor may require contractors to furnish with ten 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 10% of the contract, not to exceed \$100,000. If the contractor or subcontractor does not maintain a place of business in New York State and the amount of the contract exceeds \$100,000, payroll records and certifications must be kept on the project work site.

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

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 22, Section 200-a of the Labor Law.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules, shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. See NYS Labor Laws, Article 22, Section 200-a.

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

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

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

Withholding of Payments

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

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 200-b and 200-c 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 inches by two inches.

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

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

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

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

Apprentices

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

NYSDOL Labor Law Article 22 Section 220.1 require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail to the NYSDOL Office of Employability Development Apprenticeship Training, State Office Bldg, Campus Bldg, Albany, NY 12242 or by Fax to NYSDOL Apprenticeship Training (518) 475-2222. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 220.1 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 10% of the total of wages, supplements, and interest due.

Debarment

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

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

Criminal Sanctions

Willful violations of the Prevailing Wage Law Article 22 of the Labor Law may be a felony punishable by fine or imprisonment of up to 5 years or both.

Discrimination

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

No contractor, subcontractor nor any person acting on its behalf shall by reason of race, creed, color, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. NYS Labor Law Article 22 Section 220.1(a).

No contractor, subcontractor, or any person acting on its behalf shall in any manner discriminate against or intimidate any employee on account of race, creed, color, disability, sex, or national origin. (NYS Labor Law, Article 15, Section 190.1, 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 \$1000 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract. (NYS Labor Law, Article 15, Section 190.1.c.)

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract. (NYS Labor Law, Article 15, Section 190.1.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 1103 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-100 (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 "A" 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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Village of Warwick
Jane Samuelson, Engineer
71 Clinton Street
Montgomery NY 12549

Schedule Year 2022 through 2023
Date Requested 12/21/2022
PRC# 2022013914

Location South Street
Project ID#
Project Type Demolish and replace existing sidewalk with ADA compliant sidewalk from 2nd Street to 3rd Street

Notice of Contract Award

New York State Labor Law Article 22 Section 220(1)(a) requires that certain information regarding the awarding of public work contracts be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW) which may be photocopied **MUST** be completed for **EACH** prime contractor on the above referenced project.

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

Contractor Information

All information must be supplied

Federal Employer Identification Number _____		
Name _____		
Address _____ _____		
City _____	State _____	Zip _____
Amount of Contract _____	Contract Type _____	
Approximate Starting Date _____	<input type="checkbox"/> General Construction	
Approximate Completion Date _____	<input type="checkbox"/> Heating/Ventilation	
	<input type="checkbox"/> Electrical	
	<input type="checkbox"/> Plumbing	
	<input type="checkbox"/> Other _____	

Phone _____ Fax _____
W Averell Harriman State Office Campus Bldg _____ Room _____ Albany NY _____

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

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December

1. Purpose and Scope:

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

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

2. Background and Statutory References:

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

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

3. Procedures and Agency Responsibilities:

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

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

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

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

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

Reports should contain the following information:

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

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

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

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

Required Notice under Article 20-B of the Labor Law

When you are hired by an employer, you should receive a written notice that explains your rights and the terms of your employment. This notice is required by Article 20-B of the Labor Law.

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

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

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

If you are an independent contractor, you are not entitled to state and federal worker protections.

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

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

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

If you are an independent contractor, you are not entitled to state and federal worker protections.

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

- **First offense:** up to \$500 per employee
Subsequent offense: up to \$1,000 per employee
- **First offense (Misdemeanor):** up to 30 days in jail, up to a \$500 fine and debarment from performing public work for up to one year.
Subsequent offense (Misdemeanor): up to 90 days in jail or up to a \$1,000 fine and debarment from performing public work for up to 2 years.

For more information, visit www.dol.ny.gov or call 1-800-321-3388.

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

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

<https://dol.ny.gov/public-work-and-prevailing-wage>

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

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

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

Bureau of Public Work
Harriman State Office Campus
Building 12, Room 130
Albany, NY 12240
(518) 457-5589
Fax: (518) 485-1870

WE ARE YOUR DOL



Department
of Labor

www.labor.ny.gov

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

Before completing this form, make sure that:

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

Please **type or print** the requested information and then **mail or fax** to the address above.

Contractor Information

Company Name: _____ FEIN: _____

Address: _____

City: _____ State: _____ Zip Code _____

Phone Number: _____ Fax Number: _____

Email: _____

Contact Person: _____

Phone Number _____ Fax Number: _____

Email: _____

Project Information

Project PRC#: _____ Project Name/Type: _____

Exact Location of Project: _____

County: _____

If you are Subcontractor:

Prime Contractor Name: _____

Job Classification(s) to Work 4/10 Schedule:

(Choose all that apply on Job Classification Checklist - Pages 3-8)

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

Requestor Information

Name: _____

Title: _____ Date: _____

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

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

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Boilermaker	7	2, 5, 7, 8, 15, 19, 26, 28, 32, 35, 37, 49, 51, 59, 61, 62		
Carpenter – Building	276B-All	7	2, 5	
Carpenter – Building	276B-Cat	15	5	
Carpenter – Building	276B-LIV	26, 28, 35, 59	61	
Carpenter – Building	276B-Gen	19, 32, 37	61	
Carpenter – Heavy & Highway	276HH-All	2, 5, 7		
Carpenter – Heavy & Highway	276HH-Erie	15		
Carpenter – Heavy & Highway	276HH- Gen	19, 32, 37, 61		
Carpenter – Heavy & Highway	276HH-Liv	26, 28, 35, 59		
Carpenter – Residential	276R-All	7	2, 5	
Carpenter – Building	277B-Bro	4, 54		
Carpenter – Building	277B-CAY	6, 50, 62		
Carpenter – Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter – Building	277 JLS	23, 25, 45		
Carpenter – Building	277 omh	22, 27, 33		
Carpenter – Building	277 On	34		
Carpenter – Building	277 Os	38		
Carpenter – Building	277HH-CDO Bldg	9, 22, 27, 33, 39		
Carpenter – Heavy & Highway	277HH-CHMOO	9, 22, 27, 33, 39		
Carpenter – Heavy & Highway	277HH-BRO	4, 6, 8, 12, 13, 23, 25, 34, 38, 45, 49, 50, 51, 54, 55, 62		
Carpenter – Building	291B-Alb	1, 18, 20, 29, 42, 47, 48		
Carpenter – Building	291B-Cli	10, 16, 17, 21, 57, 58		
Carpenter – Building	291B-Sar	46		
Carpenter – Heavy & Highway	291HH-Alb	1, 18, 20, 29, 42, 46, 47, 48, 57, 58		
Carpenter – Heavy & Highway	291HH-CEFH	10, 16, 17, 21		
Carpenter–Building & HH	4 RegCouncil	30, 52		
Electrician	25m	30, 52		
Electrician – Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	
Electrician	86	26, 28	19, 35, 37, 59, 61	

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Electrician	840 Z1	62	6, 34, 35, 50, 59	
Electrician	910	10, 16, 17, 23, 25, 45		
Electrical Lineman	1049Line/Gas	30, 41, 52		
Electrical Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62		
Electrical Lineman	1249a West	60		
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62		
Electrical Lineman	1249aREG<	11, 14, 36, 40, 44, 56		
Electrical Lineman	1249aWestLT	60		
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60	
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61		
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62		
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58		
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13	
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61		
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62		
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38		
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55		
Insulator – Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55		
Laborer – Building	621b	2, 7	5	
Laborer – Building	785(7)	4	9, 13, 54	
Laborer – Building	785B-CS	8, 51	49	
Laborer – Building	7-785b	12, 55	49, 54	
Laborers – Heavy & Highway	17.1H/H	36, 53, 56	13, 20	
Laborers – Heavy & Highway	17.1H/H	36, 53, 56	13, 20	

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers – Heavy & Highway	17.2H/H	39	9	
Laborers – Heavy & Highway	17tox HH	14	11	
Laborers – Heavy & Highway	157h/h	47	18, 29, 46	
Laborers – Heavy & Highway	190 h/h	1, 42, 58	11, 20, 46	
Laborers – Heavy & Highway	190z2H/H	21, 22, 27, 33	18, 29	
Laborers – Heavy & Highway	754 H/H	44		
Laborer – Residential	621r	2, 7	5	
Mason – Building	2TS.1	1, 10,11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Mason – Building	2TS.2	22, 23, 25, 33, 45	27	
Mason – Building	2TS.3	6, 34, 38	27	
Mason – Building	2b-on	34		
Mason – Building	2b.1	1, 11, 18, 20, 21, 29, 42, 46, 47, 48, 58	57	
Mason – Building	2b.2	22, 33	25	
Mason – Building	2b.3	6, 34	27	
Mason – Building	2b.4	38		
Mason – Building	2b.5	23	25	
Mason – Building	2b.6	45		
Mason – Building	2b.8	10, 16, 17	57	
Mason – Building	3b-Co-Z2	8, 49, 51	2	
Mason – Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building – Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Building	B-Bing-Z2	4, 9, 13, 39, 54		
Mason – Building	3B-lth-Z2	12, 55		
Mason – Building	3B-Jam-Z2	7	2, 5	
Mason – Building – Residential	3B-Jam-Z2R	7	2, 5	
Mason – Building	3B-Z3	15, 32	5	
Mason – Building	3B-Z3.Orleans	37		
Mason – Residential	3B-Z3R	15, 32	5	
Mason – Residential	3B-z3R.Orleans	37		
Mason - Heavy & Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason – Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2	7	2, 5	
Mason – Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason – Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Finisher	3TF-Z2R	7	2, 5	
Mason – Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason – Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter - Residential	3TS-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason – Tile Setter	3TS-Z2	7	2, 5	
Mason – Tile Setter – Residential	3TS-Z2R	7	2, 5	
Mason – Tile Setter	3TS-Z3	15, 32, 37	5	
Mason – Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason – Residential	3B-Z4R	4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	2	
Mason – Tile Finisher	3TF-Z4	4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	2	
Mason – Tile Finisher – Residential	3TF-Z4R	4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	2	
Mason – Tile Setter	3TS-Z4	4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	2	
Mason – Tile Setter – Residential	3TS-Z4R	4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	2	
Operating Engineer - Heavy & Highway	137H/H	40, 60	14	
Operating Engineer – Heavy & Highway	158-832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Operating Engineer – Heavy & Highway	158-545h	6, 12, 23, 25, 27, 33, 34, 38, 45, 50, 55		
Operating Engineer-Heavy & Highway	158H/H-Alb	1, 4, 9, 10, 11, 16, 17, 18, 20, 21, 22, 29, 39, 42, 46, 47, 48, 54, 57, 58	14	
Painter	1456-LS	1, 3, 10, 11, 14, 16, 17, 18, 20, 21, 24, 29, 30, 31, 36, 40, 41, 42, 43, 44, 46, 47, 48, 52, 53, 56, 57, 58, 60		
Painter	150	28, 59, 62	26, 35	
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	178 I	12, 55		
Painter	178 O	13, 39		

Job Classification Checklist

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

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

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	83	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46,47, 48, 57, 58		
Steamfitter	81-SF	8, 12, 34, 49, 55	27, 50, 51, 54	
Steamfitter	81.1	6, 38	59	
Steamfitter	81WTR	23, 45	17, 25	
Teamsters – Heavy & Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters – Heavy & Highway	317(Syr)	6, 12, 50, 55, 62	2, 51	
Teamsters - Building/Heavy & Highway	445B/HH	14, 36, 44, 53, 56		
Teamsters - Building/Heavy & Highway	456	40, 60		

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Orange County General Construction

Boilermaker **03/01/2023**

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker	32% of hourly
Repair \$ Renovations	Wage Paid
	+ \$ 25.38

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

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

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	32% of Hourly Wage Paid Plus Amount Below
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1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

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

4-5

Carpenter **03/01/2023**

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2022

Building:	
Millwright	\$ 45.50
	+ 8.17*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.51

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$27.76	\$30.09	\$34.42	\$43.08
+ 4.27*	+ 5.06*	+ 5.81*	+ 7.31*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$22.00	\$23.79	\$25.90	\$28.63

8-740.2

Carpenter

03/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2022

Carpet/Resilient

Floor Coverer \$ 34.45
+ 3.25*

*This portion is not subject to overtime premiums

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$15.25	\$18.37	\$23.09	\$27.73
+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.55

8-2287D&O

Carpenter

03/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2022

Marine Construction:

Marine Diver \$ 73.03
 + 9.54*

Marine Tender \$ 62.11
 + 9.54*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 44.54

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year \$ 24.60
 + 5.05*

2nd year 30.20
 + 5.05*

3rd year 38.58
 + 5.05*

4th year 56.97
 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.03

8-1456MC

Carpenter

03/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.
 Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:	07/01/2022	10/18/2022
Core Drilling:		
Driller	\$ 42.27 + 2.30*	\$ 43.38 + 2.50*
Driller Helper	33.47 + 2.30*	34.47 + 2.50*

Note: Hazardous Waste Pay Differential:
 For Level C, an additional 15% above wage rate per hour
 For Level B, an additional 15% above wage rate per hour
 For Level A, an additional 15% above wage rate per hour
 Note: When required to work on water: an additional \$ 3.00 per hour.

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:		
Driller and Helper	\$ 28.30	\$ 28.85

OVERTIME PAY

See (B, G, P) on OVERTIME PAGE

HOLIDAY

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

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway **03/01/2023**

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT 2**

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Wages per hour:	07/01/2022	07/01/2023 Additional	07/01/2024 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 33.08	\$ 2.25*	\$2.25*

*To be allocated at a later date
 Note - Does not include the operation of equipment. Please see Operating Engineers rates.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	\$ 25.45

OVERTIME PAY

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

HOLIDAY

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

When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. When a holiday falls upon a Sunday, it shall be observed on the following Monday.

An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

REGISTERED APPRENTICES

Wages per hour (1300 hour terms at the following percentage of Journeyman's wage):

1st	2nd	3rd	4th
65%	70%	75%	80%

Supplemental Benefits per hour:

1st term	\$ 16.97
2nd term	17.41
3rd term	19.40
4th term	19.84

2-42AtSS

Carpenter - Building / Heavy&Highway

03/01/2023

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2022	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional	Additional
Base Wage	\$ 34.68	\$ 2.10**	\$ 2.16**	\$ 2.23**
	+ 4.80*			

Applies to Diver (Wet):

Base Wage	\$ 50.00	2.10**	2.16**	2.23**
	+ 4.80*			

*For all hours paid straight or premium.

**To be allocated at a later date.

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of the base wage.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 30.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

	1st	2nd	3rd	4th	5th
07/01/2022	\$ 17.34	\$ 20.81	\$ 22.54	\$ 24.28	\$ 27.74
	+2.57*	+2.57*	+2.57*	+2.57*	+2.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

Apprentices (all terms)
 07/01/2022 \$ 16.33

11-279.2B/H&H

Carpenter - Floor Coverer

03/01/2023

JOB DESCRIPTION Carpenter - Floor Coverer

DISTRICT 11

ENTIRE COUNTIES

Columbia, Sullivan, Ulster

PARTIAL COUNTIES

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

WAGES

WAGES:(per hour)

	07/01/2022	07/01/2023	07/01/2024
Carpet/Resilient Floor Coverer	\$ 34.68 +4.80*	Additional \$ 2.10**	Additional \$ 2.16**

* For all hours paid straight or premium

** To be allocated at a later date.

SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journey worker \$ 30.41

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

1st	2nd	3rd	4th	5th
\$ 17.34	\$ 20.81	\$ 22.54	\$ 24.28	\$ 27.74
+2.57*	+2.57*	+2.57*	+2.57*	+2.57*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.33

11-279.2Floor

Electrician

03/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2022	04/01/2023	04/01/2024
Electrician Wireman/Technician	\$ 48.00	\$ 49.50	\$ 50.50
	+9.00*	+ 9.00*	+ 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

	07/01/2022	04/01/2023	04/01/2024
Between 4:30pm & 12:30am	\$ 56.32	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.00*	+ 9.50*
Between 12:30am & 8:30am	\$ 63.09	\$65.06	\$66.35
	+ 9.00*	+ 9.00*	+ 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	04/01/2023	04/01/2024
Journeyman	\$ 27.68 plus	\$ 28.68 plus	\$ 29.68 plus
	3% of straight or premium wage	3% of straight or premium wage	3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2022	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.80	\$ 18.40	\$ 23.00	\$ 27.60	\$ 32.20	\$ 34.50
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.19	21.59	26.99	32.38	37.78	40.48
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.14	24.18	30.23	36.28	42.32	45.35
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25	\$ 19.00	\$ 23.75	\$ 28.50	\$ 33.25	\$ 35.63
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
2nd Shift	16.72	22.29	27.87	33.44	39.01	41.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	18.73	24.97	31.22	37.46	43.70	46.83
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*

2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*	+2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.55	\$ 19.40	\$ 24.25	\$ 29.10	\$ 33.95	\$ 36.38
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	17.08	22.77	28.47	34.16	39.85	42.70
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	19.12	25.49	31.87	38.24	44.61	47.80
	+0.50*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2022

1st term	\$ 15.31 plus 3% of straight or premium wage
2nd term	\$ 15.81 plus 3% of straight or premium wage
3rd term	\$ 17.31 plus 3% of straight or premium wage
4th term	\$ 18.31 plus 3% of straight or premium wage
5th term	\$ 19.81 plus 3% of straight or premium wage
6th term	\$ 19.81 plus 3% of straight or premium wage

09/01/2022

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

Elevator Constructor

03/01/2023

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2022	01/01/2023
Mechanic	\$ 64.63	\$ 67.35
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

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

SUPPLEMENTAL BENEFITS

Per hour	07/01/2022	01/01/2023
Journey person/Helper	\$ 36.885*	\$ 37.335*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journey person/Helper

1-138

Glazier

03/01/2023

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2022	11/01/2022
Glazier	\$ 59.59	\$ 60.34
*Scaffolding	61.55	62.55
Glass Tinting & Window Film	30.11	30.11
**Repair & Maintenance	30.11	30.11

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

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2022	11/01/2022
Journey worker	\$ 37.55	\$ 38.05
Glass tinting & Window Film	22.01	22.01
Repair & Maintenance	22.01	22.01

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)
 Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2022	11/01/2022
1st term	\$ 21.15	\$ 21.45
2nd term	29.07	29.45
3rd term	35.20	35.65
4th term	47.38	47.98

Supplemental Benefits:

(Per hour)

	7/01/2022	11/01/2022
1st term	\$ 17.15	\$ 17.35
2nd term	24.42	24.67
3rd term	27.06	27.36
4th term	32.15	32.55

8-1087 (DC9 NYC)

Insulator - Heat & Frost

03/01/2023

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2022	05/31/2023
Insulator	\$ 58.25	+ \$ 2.00
Discomfort & Additional Training**	61.30	+ \$ 2.00
Fire Stop Work*	31.15	+ \$ 2.00

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators;psychological evaluation;special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 36.10
Discomfort & Additional Training	38.09
Fire Stop Work: Journeyworker	18.41

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 31.15	\$ 36.56	\$ 41.98	\$ 47.41

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 32.67	\$ 38.39	\$ 44.12	\$ 49.85

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 18.41
2nd term	21.94
3rd term	25.48
4th term	29.03

Discomfort & Additional Training Apprentices:

1st term	\$ 19.41
2nd term	23.14
3rd term	26.88
4th term	30.62

8-91

Ironworker

03/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2022	07/01/2023 Additional
Structural	\$ 51.38	\$ 2.34*
Reinforcing*	51.38	2.34*
Ornamental	51.38	2.34*
Chain Link Fence	51.38	2.34*

* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 51.38
2nd Shift	65.79
3rd Shift	70.59

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 42.71
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OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 25.69	\$ 30.83	\$ 35.97	\$ 41.10
2nd Shift	35.34	41.44	47.53	53.61
3rd Shift	38.56	44.97	51.38	57.77

Supplemental Benefits per hour:

1st year	\$ 36.71
2nd year	37.91
3rd year	39.11
4th year	40.31

11-417

Laborer - Building **03/01/2023**

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.

Greene: Only the Township of Catskill.

WAGES

GENERAL LABORER: flag person, portable generator tender, portable pump tender, temporary heat tender, chipping hammer, acoustic pump, mixer, concrete laborer, demolition, demo saw, general cleanup, landscaping, mason tender, jackhammer, pavement breaker, pressure blasting, signalperson, buggies, wrecking, chain saw, vacuums, cutting torch, discharge pipe, mega mixer, pump crete machine.

INTERMEDIATE LABORER: excavation, grading, backfilling, tampers, walk behind roller, when OSHA or contractor requires negative respirator.

PREMIUM LABORER: Environmental work, asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES:(per hour)

07/01/2022

General	\$ 40.40
Intermediate	42.30
Premium	45.30

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.65
Shift	38.61

OVERTIME PAY

See (B, E, E5, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

1000 hour terms at the following wage rates:

1st term	\$ 22.22
2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

Apprentices	\$ 27.03
Shift	32.71

11-17.BA

Laborer - Heavy&Highway **03/01/2023**

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Meredith, and Davenport.

Greene: Only the Township of Catskill.

WAGES

CLASS 1: Flagperson, gateperson.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, mortar mixer, laser men. *Micropaving and crack sealing.

CLASS 3: Asbestos, toxic, bio remediation and phyto-remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screedman, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2022	06/01/2023	06/01/2024 Additional
Class 1	\$ 39.05	\$ 40.80	\$ 2.65**
Class 2	43.30	44.80	2.35**
Class 3	47.75	49.40	2.45**
Class 4	52.90	54.70	2.20**

* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional \$2.50 per hour over rate.

**To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 31.53	\$ 32.28
Shift	37.09	37.96

OVERTIME PAY

See (B, E, P, *R, **S, ***T, X) on OVERTIME PAGE

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.

**For Saturday Holidays, Two and one Half Benefits for all hours worked.

***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

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

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2022
1st term	\$ 22.22
2nd term	26.26
3rd term	30.30
4th term	34.34

Supplemental Benefits per hour:

All Terms Regular	\$ 27.03
All Terms Shift Rate	31.57

11-17.1H/H

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2022
Class 1	\$ 53.45
Class 2	55.60
Class 4	62.00
Class 5	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 34.45
Benefit 2	51.60
Benefit 3	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

03/01/2023

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Welder, Cable Splicer	56.00	57.40	58.90
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	56.00	57.40	58.90
Cable Splicer	61.60	63.14	64.79
Certified Welder -			
Pipe Type Cable	58.80	60.27	61.85
Digging Mach. Operator	50.40	51.66	53.01
Tractor Trailer Driver	47.60	48.79	50.07
Groundman, Truck Driver	44.80	45.92	47.12
Equipment Mechanic	44.80	45.92	47.12
Flagman	33.60	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	57.32	58.72	60.22
Cable Splicer	63.05	64.59	66.24
Certified Welder -			
Pipe Type Cable	60.19	61.66	63.23
Digging Mach. Operator	51.59	52.85	54.20
Tractor Trailer Driver	48.72	49.91	51.19
Groundman, Truck Driver	45.86	46.98	48.18
Equipment Mechanic	45.86	46.98	48.18
Flagman	34.39	35.23	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	58.51	59.91	61.41
Cable Splicer	58.51	59.91	61.41
Digging Mach. Operator	52.66	53.92	55.27

Tractor Trailer Driver	49.73	50.92	52.20
Groundman, Truck Driver	46.81	47.93	49.13
Equipment Mechanic	46.81	47.93	49.13
Flagman	35.11	35.95	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

ENTIRE COUNTIES

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

WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 36.28	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 34.43	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.25	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2022	01/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.14 *plus 3% of the hourly wage paid			

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **03/01/2023**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.02)

Per hour:	07/01/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 49.47	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	49.47	50.60	51.82
Certified Welder	51.94	53.13	54.41
Digging Machine	44.52	45.54	46.64
Tractor Trailer Driver	42.05	43.01	44.05
Groundman, Truck Driver	39.58	40.48	41.46
Equipment Mechanic	39.58	40.48	41.46
Flagman	29.68	30.36	31.09

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2022	05/01/2023	05/06/2024
Journeyman	\$ 25.90 *plus 7% of the hourly wage paid	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid
Journeyman Lineman or Equipment Operators with Crane License	\$ 27.90 *plus 7% of the hourly wage paid	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid

*The 7% is based on the hourly wage paid, straight time or premium time.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2022	05/01/2023	05/06/2024
	\$ 25.90 *plus 7% of the hourly	\$ 26.40 *plus 7% of the hourly	\$ 26.90 *plus 7% of the hourly

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.44 \$ 37.39

OVERTIME PAY

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.
 All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building **03/01/2023**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour: 07/01/2022 12/05/2022 06/05/2023

Building: Additional

Tile, Marble, & Terrazzo
 Mechanic/Setter \$ 56.42 \$ 56.96 \$ 0.64

SUPPLEMENTAL BENEFITS

Per Hour:
 Journeyworker: \$ 22.66* \$ 22.76*
 + \$7.67 + \$7.67

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
 Double time rate applies after 10 hours

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
	750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2022	\$21.23	\$26.11	\$33.26	\$38.14	\$41.67	\$45.04	\$48.60	\$53.47	\$56.25	\$60.33
12/05/2022	\$21.47	\$26.39	\$33.60	\$38.52	\$42.06	\$45.47	\$49.05	\$53.96	\$56.77	\$60.90

Supplemental Benefits per hour:
 (Counties of Orange & Putnam)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2022	\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.75*	\$18.30*	\$19.35*	\$19.40*	\$17.45*	\$22.80*
	+\$0.69	+\$0.74	+\$0.84	+\$0.88	+\$1.28	+\$1.33	+\$1.70	+\$1.75	+\$5.90	+\$6.42
12/05/2022	\$12.55*	\$12.55*	\$15.16*	\$15.16*	\$16.16*	\$17.66*	\$18.66*	\$18.66*	\$16.66*	\$21.91*
	+\$0.71	+\$0.76	+\$0.86	+\$0.90	+\$1.32	+\$1.37	+\$1.76	+\$1.81	+\$5.96	+\$6.51

Wages per hour:
 (Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
	750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2022	\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73
12/05/2022	\$20.72	\$24.92	\$27.01	\$31.22	\$34.05	\$37.76	\$41.11	\$44.32	\$46.01	\$49.65

Supplemental Benefits per hour:
 (Counties of Dutchess, Sullivan, Ulster)

	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2022	\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
	+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18
12/05/2022	\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.66*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
	+\$0.70	+\$0.74	+\$0.79	+\$0.83	+\$1.24	+\$1.28	+\$1.67	+\$1.71	+\$6.27	+\$6.36

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

9-7/52B

Mason - Building **03/01/2023**

JOB DESCRIPTION Mason - Building
ENTIRE COUNTIES

DISTRICT 9

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2022	12/05/2022	06/05/2023
Building			Additional
Tile, Marble, & Terrazzo Finisher	\$ 46.38	\$ 46.78	\$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour	\$ 19.76*	\$ 19.91*
	+ \$7.54	+ \$7.54

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

OVERTIME PAY

See (A, *E, Q) on OVERTIME PAGE
 Double time rate applies after 10 hours on Saturdays.

HOLIDAY

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

9-7/88B-tf

Mason - Building **03/01/2023**

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES
 Putnam, Rockland, Westchester

PARTIAL COUNTIES
 Orange: Only the Township of Tuxedo.

WAGES

Per hour:	07/01/2022	06/01/2023
Bricklayer	\$ 44.79	\$ 45.89
Cement Mason	44.79	45.89
Plasterer/Stone Mason	44.79	45.89
Pointer/Caulker	44.79	45.89

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 37.00	\$ 37.95
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OVERTIME PAY

OVERTIME:
 Cement Mason See (B, E, Q, W) on OVERTIME PAGE.
 All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

Mason - Building **03/01/2023**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages: 07/01/2022

Marble Cutters & Setters \$ 62.17

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 38.27

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.88	\$ 27.97	\$ 31.08	\$ 34.17	\$ 37.29	\$ 40.39	\$ 43.51	\$ 46.61	\$ 52.82	\$ 59.05

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.55	\$ 22.04	\$ 23.52	\$ 25.01	\$ 26.47	\$ 27.96	\$ 29.42	\$ 30.91	\$ 33.86	\$ 36.81 9-7/4

Mason - Heavy&Highway **03/01/2023**

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2022 06/01/2023

Bricklayer	\$ 44.44	\$ 45.50
Cement Mason	44.44	45.50
Marble/Stone Mason	44.44	45.50
Plasterer	44.44	45.50

Pointer/Caulker 44.44 45.50

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyman \$ 36.44 \$ 37.39

OVERTIME PAY

Cement Mason See (B, E, Q, W)
 All Others See (B, E, Q)

HOLIDAY

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

Mason - Heavy&Highway

03/01/2023

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:
 07/01/2022 06/01/2023

Bricklayer	\$ 45.29	\$ 46.39
Cement Mason	45.29	46.39
Marble/Stone Mason	45.29	46.39
Plasterer	45.29	46.39
Pointer/Caulker	45.29	46.39

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 37.00 \$ 37.95

OVERTIME PAY

Cement Mason See (B, E, Q, W)
 All Others See (B, E, Q,)

HOLIDAY

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building / Heavy&Highway

03/01/2023

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

- CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.
- CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.
- CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.
- CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.
- CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combination Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmed-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Bauer, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer); Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer(Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeezcrete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

07/01/2022

Class A5	\$ 63.72 plus 3.00*
Class A4	62.72 plus 3.00*
Class A3	61.72 plus 3.00*
Class A2	59.22 plus 3.00*
Class A1	58.22 plus 3.00*
Class A	57.22 plus 3.00*
Class B	55.63 plus 3.00*
Class C	53.72 plus 3.00*
Class D	52.09 plus 3.00*
Class E	50.38 plus 3.00*
Safety Engineer	57.96 plus 3.00*

Helicopter:

Pilot/Engineer	59.04 plus 3.00*
Co Pilot	57.22 plus 3.00*
Communications Engineer	57.22 plus 3.00*

Surveying:

Chief of Party	57.22 plus 3.00*
Transit/Instrument Man	50.38 plus 3.00*
Rod/Chainman	47.80 plus 3.00*

Additional \$0.75 for Survey work Tunnel under compressed air.
Additional \$0.50 for Hydrographic work.

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

**Outside Material Hoist (Class B) receives additional \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.50

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage:

1st year	60% of Class base wage plus \$3.00*
2nd year	70% of Class base wage plus \$3.00*
3rd year	80% of Class base wage plus \$3.00*
4th year	90% of Class base wage plus \$3.00*

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 33.50

11-825

Operating Engineer - Marine Dredging

03/01/2023

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Per Hour:	07/01/2022	10/01/2022
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 42.66	\$ 43.94
CLASS A2 Crane Operator (360 swing)	38.02	39.16

CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	36.89	38.00
CLASS B2 Certified Welder	34.73	35.77
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	33.78	34.79
CLASS C2 Boat Operator	32.69	33.67
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.16	27.97

SUPPLEMENTAL BENEFITS

Per Hour:
 THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.40 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.10 plus 6% of straight time wage, Overtime hours add \$ 0.48	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
All Class D	\$ 10.80 plus 6% of straight time wage, Overtime hours add \$ 0.33	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Steel Erectors **03/01/2023**

JOB DESCRIPTION Operating Engineer - Steel Erectors

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

07/01/2022

Class A3	\$ 65.74 plus 3.00*
Class A2	64.08 plus 3.00*
Class A1	61.24 plus 3.00*
Class A	59.58 plus 3.00*
Class B	56.79 plus 3.00*
Class C	54.13 plus 3.00*
Class D	52.60 plus 3.00*
Class E	50.84 plus 3.00*
Vacuum Truck	57.55 plus 3.00*
Safety Engineer	58.41 plus 3.00*

Helicopter:

Pilot/Engineer	61.24 plus 3.00*
Co Pilot	60.85 plus 3.00*
Communications Engineer	60.85 plus 3.00*

Surveying:

Chief of Party	57.55 plus 3.00*
Transit/Instrument man	50.84 plus 3.00*
Rod/Chainman	47.80 plus 3.00*

Additional \$0.75 for Survey work Tunnels under compressed air.

Additional \$0.50 for Hydrographic work.

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 33.50

OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

1st year	60% of Class base wage plus \$3.00*
2nd year	70% of Class base wage plus \$3.00*
3rd year	80% of Class base wage plus \$3.00*
4th year	90% of Class base wage plus \$3.00*

*The \$3.00 is added to the Class Base Wage for all hours worked. Additionally, the \$3.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices \$ 33.50

11-825SE

Painter

03/01/2023

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2022

Brush/Paper Hanger	\$ 37.09
Dry Wall Finisher	37.09
Lead Abatement	37.09
Sandblaster-Painter	37.09
Spray Rate	38.09

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 25.29

OVERTIME PAY

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

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM REGULAR RATE PLUS 15%**

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

**SHIFT RATE STOPS AFTER 6:30AM

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyman's wage

1st 40%	2nd 50%	3rd 60%	4th 70%	5th 80%	6th 90%
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Supplemental Benefits per hour worked

1st term	\$ 10.99
All others	25.29

1-155

Painter - Bridge & Structural Steel

03/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2022	10/01/2022
	\$ 53.00	\$ 54.50
	+ 9.63*	+ 10.10*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

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

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	\$ 10.90	\$ 11.78
	+ 30.60*	+ 30.75*

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

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

1st year	\$ 21.20	\$ 21.80
	+ 3.86	+ 4.04
2nd year	\$ 31.80	\$ 32.70
	+ 5.78	+ 6.06

3rd year	\$ 42.40 + 7.70	\$ 43.60 + 8.08
Supplemental Benefits - Per hour:		
1st year	\$.25 + 12.24	\$.25 + 12.34
2nd year	\$ 10.90 + 18.36	\$ 10.90 + 18.51
3rd year	\$ 10.90 + 24.48	\$ 10.90 + 24.68

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

8-DC-9/806/155-BrSS

Painter - Line Striping **03/01/2023**

JOB DESCRIPTION Painter - Line Striping **DISTRICT 8**

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway): 07/01/2022
 Striping-Machine Operator* \$ 31.53

Linerman Thermoplastic 38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:
 Striping Machine Operator: \$ 10.03
 Linerman Thermoplastic: 10.03

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits per hour:

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

8-1456-LS

Painter - Metal Polisher **03/01/2023**

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT 8**

ENTIRE COUNTIES

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

WAGES

	07/01/2022
Metal Polisher	\$ 37.78
Metal Polisher*	38.80
Metal Polisher**	41.78

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2022

Journeyworker:
All classification \$ 11.24

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

	07/01/2022
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:
Per hour:

1st year	\$ 7.99
2nd year	7.99
3rd year	7.99

8-8A/28A-MP

Plumber

03/01/2023

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)	07/01/2022	05/01/2023	05/01/2024	05/01/2025
Plumber	\$ 37.34	Additional \$ 2.25*	Additional \$ 2.25*	Additional \$ 2.50*

*to be allocated at a later date

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyman

\$ 35.07*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY

See (B, G, P, *V) on OVERTIME PAGE

* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY

Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1)year terms at the following wage.

	07/01/2022
1st term	\$ 16.81
2nd term	20.54
3rd term	24.28
4th term	28.01
5th term	31.74

Supplemental Benefits per hour:
 Apprentices

1st term	\$ 15.86*
2nd term	19.36*
3rd term	22.85*
4th term	26.36*
5th term	29.85*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.
 11-373 Refrig

Plumber **03/01/2023**

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES
 Orange, Rockland, Sullivan

PARTIAL COUNTIES
 Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

WAGES:(per hour)	07/01/2022	05/01/2023	05/01/2024
Plumber/Steamfitter	\$ 49.45	Additional \$ 2.25*	Additional \$ 2.25*

*to be allocated at a later date

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 43.07*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY

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

* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

REGISTERED APPRENTICES

(1) year terms at the following wages.

	07/01/2022
1st term	\$ 17.31
2nd term	22.26
3rd term	27.20
4th term	32.15
5th term	39.56

Supplemental Benefits per hour:

1st term	\$ 15.16*
2nd term	19.45*
3rd term	23.74*
4th term	28.04*
5th term	34.47*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

11-373 SF

Roofer **03/01/2023**

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2022	05/01/2023
		Additional
Roofer/Waterproofer	\$ 45.25	\$ 2.00
	+ \$7.00*	

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 30.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

	1st	2nd	3rd	4th
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 3.88	\$ 15.48	\$ 18.50	\$ 23.04

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker **03/01/2023**

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

SheetMetal Worker 07/01/2022
 \$ 45.25
 + 3.52*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
 10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 45.20

OVERTIME PAY

OVERTIME:.. See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.79	\$ 18.88	\$ 21.00	\$ 23.08	\$ 25.20	\$ 27.30	\$ 29.89	\$ 32.43
+ 1.41*	+ 1.58*	+ 1.76*	+ 1.94*	+ 2.11*	+ 2.29*	+ 2.46*	+ 2.64*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.37
2nd term	21.81
3rd term	24.21
4th term	26.65
5th term	29.06
6th term	31.48
7th term	33.42
8th term	35.40

8-38

Sprinkler Fitter

03/01/2023

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour 07/01/2022

Sprinkler \$ 48.98
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 29.13

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 23.70	\$ 26.34	\$ 28.72	\$ 31.35	\$ 33.99	\$ 36.62	\$ 39.25	\$ 41.89	\$ 44.52	\$ 47.15

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.37	\$ 8.37	\$ 19.76	\$ 19.76	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01	\$ 20.01
									1-669.2

Teamster - Building / Heavy&Highway **03/01/2023**

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2022	05/01/2023
GROUP 1	\$ 34.28	\$ 34.58
GROUP 1A	35.42	35.72
GROUP 2	33.72	34.02
GROUP 3	33.50	33.80
GROUP 4	33.39	33.69
GROUP 5	33.27	33.57
GROUP 6	33.27	33.57

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

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

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 42.16	\$ 44.59
Over 40 hours	34.76	36.99

OVERTIME PAY

See (*B, E, **E2, ***P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

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

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway

03/01/2023

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

Group 1 Tractor Trailer Drivers
 Group 2 Tri- Axle
 Group 3 Senior Teamster

Wages:	07/01/2022	05/01/2023
Group 1	\$ 33.20	\$ 33.70
Group 2	29.20	29.70
Group 3	34.20	34.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	\$ 31.50	\$ 32.30
Over 40 hours	0.00	0.00

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.

- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.

- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder

03/01/2023

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2022

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 02/28/2023

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025

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DOL	DOL	****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL	****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG	****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026

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DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

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DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002

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DOL	DOL		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023

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DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSen		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026

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DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

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DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

XVII. TECHNICAL SPECIFICATIONS

SOUTH STREET SIDEWALK REPLACEMENT PROJECT

Technical Specifications

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SECTION 01000 SCOPE OF WORK

PART 1 - GENERAL

1.1. SCOPE OF WORK

In general, the work includes the following tasks (refer also to the contract drawings):

- A. Protect existing buildings, utilities, roads, driveways, vegetation, and other items that are designated to remain.
- B. Provide, install, and maintain pedestrian and vehicular safety measures, sediment and erosion control measures, and other protective and safety measures during construction.
- C. Complete the work in a manner that minimizes the disruption of vehicular and pedestrian traffic within and in the vicinity of the work areas.
- D. Complete the work in accordance with an approved construction schedule.
- E. Install new sidewalks.
- F. Construct new retaining walls.
- G. Construct new curbs.
- H. Match existing walkways to new sidewalks and stairs, including the construction of stairs.
- I. Restore and re-vegetate disturbed areas.

Note: The demolition of existing sidewalks, retaining walls, curbs, and other features designated to be removed will be performed by others prior to the commencement of the contractor's work.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

3.1. CORRELATION OF WORK

- A. Prior to submission of bids, each bidding contractor shall make himself aware of the work required by all trades in conjunction with his work and shall be held responsible for the proper coordination of his work with the work of others. The relocation of existing utilities, if needed, shall be the responsibility of the Contractor.

- B. Each Contractor, and any of his Sub-Contractors requested by the Engineer, shall be required to attend all scheduled job meetings and all special job meetings when called by the Engineer and/or Village. All decisions and schedules agreed upon at such meetings shall be binding upon all parties present.
- C. Decisions required from the Village shall be anticipated by the Contractor to provide ample time for inspection, investigation or detail drawings for a response.

3.2. MEASUREMENTS

- A. Before ordering any material or doing any work, each Contractor shall verify all measurements at the site and shall be responsible for the correctness of same and shall obtain necessary shop drawing approvals. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings. Any differences which may be found shall be submitted to the Engineer for consideration before proceeding with the work.

3.3. LAYOUT OF WORK

- A. Each Contractor shall lay out all work according to all plans, shop drawings, details and instructions of latest issue, and shall maintain one complete set of up-to-date drawings specifications, shop drawings, details and instructions on the job.
- B. All work shall be laid out plumb, square and true, to exact and correct dimensions. Work incorrectly laid out shall be removed and properly built at no extra expense to the Village.

3.4. PROGRESS SCHEDULE

- A. Each Contractor shall prepare and submit to the Village for approval three (3) copies of a practicable schedule within fifteen (15) days of signing the contract showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials). The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion by any given date during the construction period.

3.5. TEMPORARY OFFICE FACILITIES

- A. The Contractor may establish a temporary office trailer at a location approved by the Village.

3.6. TEMPORARY STORAGE FACILITIES

- A. The storage of equipment and materials on the site will be permitted at locations approved by the Village. The Contractor shall be responsible for protecting against theft or vandalism.

3.7. TEMPORARY SANITARY FACILITIES

- A. The Contractor shall provide temporary sanitary facilities as needed. No such facilities are available to the Contractor at the project site.

3.8. TEMPORARY WATER SUPPLY

- A. The Contractor shall provide temporary water supply facilities as needed. No such facilities are available to the Contractor at the project site.

3.9. TEMPORARY ELECTRICAL SERVICE

- A. The Contractor shall provide temporary electrical service facilities as needed. No such facilities are available to the Contractor at the project site.

3.10. TEMPORARY HEAT

- A. The Contractor shall provide and pay for temporary heating, covering and enclosures necessary to protect properly all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work.

3.11. SECURITY

- A. The Contractor shall protect all work areas from theft, vandalism, and unauthorized entry.

END OF SECTION 01000

SECTION 01330 SUBMITTAL PROCEDURES

PART 1- GENERAL

1.1. SUMMARY

- A. This section describes the requirements for:
 - 1. Submittal procedures
 - 2. Construction progress schedules
 - 3. Product data
 - 4. Shop drawings
 - 5. Samples

1.2. SUBMITTAL PROCEDURES

- A. Within two weeks of date of commencement, submit a submittal schedule indicating the anticipated schedules, product data, shop drawings and samples for the project and anticipated date of submittal for each.
- B. Transmit each submittal with a transmittal form to the Village.
- C. Sequentially number submittals. Revise submittals with original number and a sequential alphabetic suffix as necessary for resubmittals.
- D. Identify Project, Contractor, subcontractor and supplier, pertinent drawing and detail number, and specification section number, as appropriate. Specifically identify locations at which materials/systems/equipment are to be installed.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and contract documents.
- F. Schedule submittals to expedite the project, and deliver to Village Hall, 77 Main Street. Coordinate submission of related items (similar items shall be submitted at one time). Where submittals include similar items, submit in a bound brochure form.
- G. For each submittal for review, allow 15 calendar days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of the completed work.

- I. When revised for resubmission, identify all changes made since the previous submission.
- J. Submittals not requested will not be recognized or processed.
- K. Items submitted for review that have not corresponded to the above procedures, including the attached cover sheet, completed in full, will be returned without review.
- L. Shop Drawings will be given a general review only. Corrections or comments made on the shop drawings during the review do not relieve the Contractor from compliance with the requirements of the drawings and specifications. Shop drawing check is intended solely for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor is responsible for: confirming and correcting all quantities; checking electrical characteristics; checking and verifying system, material and field dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

1.3. CONSTRUCTION PROGRESS SCHEDULES

- A. Submit progress schedule to owner's representative within 15 calendar days after date established in Notice to Proceed.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

1.4. PRODUCT DATA

- A. Product Data: Submit for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- B. Submit the number of copies which the Contractor requires, plus three additional copies which will be retained by the Village.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information specific to the project.

1.5. SHOP DRAWINGS

- A. Shop Drawings: Submit for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Submit the number of copies which Contractor requires, plus three additional copies which will be retained by the Village.

1.6. SAMPLES

- A. Samples: Submit for review for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
- B. Samples For Selection as Specified in Product Sections:
 - 1. Submit for aesthetic, color, or finish selection.
- C. Submit samples to illustrate functional and aesthetic characteristics of the product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- D. Include identification on each sample, with full Project information.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION 01330

SECTION 01570 ENVIRONMENTAL PROTECTION

PART 1- GENERAL

1.1. SUMMARY

- A. The Contractor shall protect existing resources from damage due to erosion, sedimentation, release of pollutants, or other damage, in accordance with New York State and local standards.

1.2. RELATED DOCUMENTS:

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
- B. NYSDEC New York State Standards and Specifications for Erosion and Sediment Control, latest edition.

PART 2 – PRODUCTS

Provide all materials as specified on the drawings or as needed to provide the specified level of protection.

PART 3 – EXECUTION

3.1. PREVENTION OF WATER POLLUTION

- A. The Contractor shall take all such precautions in the conduct of his operations as may be necessary to avoid contaminating groundwater or water in adjacent watercourses or water storage areas, whether natural or manmade. All earthwork, moving of equipment, water control of excavations, and other operations likely to create silting, shall be conducted so as to minimize pollution. Water used during the contract work which has become contaminated with oil, bitumen, harmful or objectionable chemicals, sewage, or other pollutants shall be discharged so as to avoid adversely affecting nearby surface waters or groundwater. Under no circumstances shall the Contractor discharge pollutants directly into groundwater supplies, drainage system, or any watercourse or water storage area. When water from adjacent natural sources is used in the contract work, intake methods shall be such as to avoid contaminating the source of supply.

3.2. PRESERVATION OF NATURAL RESOURCES

- A. All construction operations, contract work, cleanup, and the condition of the adjacent terrain upon completion of the work shall fully comply with all applicable rules, regulations and laws concerning the preservation of natural resources. Specific vegetation and environmentally sensitive areas may be specified on the drawings.

3.3. EROSION AND SEDIMENT CONTROL

- A. The Contractor shall provide temporary swales and berms, haybales, silt fence barriers, and other approved methods of erosion and sediment control as shown in the drawings and as required to protect siltation of downstream drainage pipes and channels. Any erosion, sedimentation, or tracking onto roads or parking areas caused by the Contractor's work shall be removed as directed by the Engineer at no additional cost to the Village of Warwick.

3.4. DUST CONTROL

- A. The Contractor shall provide conduct his work in a manner that minimizes the raising of dust from construction operations. He shall provide positive means to prevent airborne dust from dispersing into the atmosphere.

END OF SECTION 01570

SECTION 02200 EARTHWORK

PART 1- GENERAL

1.1. SUMMARY

- A. The Work shall include the furnishing of all equipment, materials, labor, and supervision to perform the following work as shown in the Drawings, or as specified herein:
1. Protection of existing structures, utilities, resources, etc.
 2. Stripping and stockpiling of soil
 3. Excavation and placement required to complete the specified work
 4. Grading of construction areas
 5. Construction of underground utilities
 6. Dewatering, sheeting, and bracing
 7. Pipe bedding, filling, backfill, and compaction
 8. Protection of open excavations and other hazards with barricades and other safety measures
 9. Dust control.

1.2. REFERENCES

- A. Standards referenced in this section are:
1. American Society for Testing and Materials (ASTM): D1557: Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
 2. New York State Department of Transportation: Standard Specifications for Construction and Materials.

1.3. QUALITY CONTROL

- A. Comply with the requirements and recommendations of authorities having jurisdiction over the work.

1.4. SUBMITTALS

- A. The Contractor shall submit, at the end of construction, Project Record Documents that accurately show the actual locations and elevations of all affected structures, pipelines, limits of roadways, sidewalks, curbs, and other work items pertinent to this section.
- B. Plans for dewatering, if required.
- C. Plans for sheeting and bracing, if required.

PART 2 – PRODUCTS

2.1. FILL MATERIAL

- A. Suitable Material: In general, any mineral (inorganic) soil, blasted or broken rock and similar materials of natural or manmade origin, including mixtures thereof, are considered as suitable materials for filling, backfilling, embankment construction, as a base for placement of structures, or other uses, as indicated herein and on the Drawings. Specific requirements for pipe bedding and backfill are indicated on the Drawings and are specified in Paragraph 2.2.
- B. Unsuitable Materials: Any material containing vegetable or organic matter, such as muck, peat, organic silt, topsoil or sod, that is not satisfactory for its intended use, as determined by the Engineer, is designated as an unsuitable material.

2.2. PIPE BEDDING AND BACKFILL

- A. Pipe bedding and backfill shall be completed in accordance with the details shown on the construction drawings.
- B. Bedding material shall be approved sand, bank run gravel, or crushed stone, as specified on the drawings.

2.3. SELECT FILL

- A. Select fill material shall consist of well-graded sand, gravel, crushed gravel, crushed stone, or crushed slag composed of hard, tough, and durable particles, and shall contain not more than 15 percent by weight of material passing a No. 200 mesh sieve and no less than 95 percent by weight passing the 1-inch sieve. The maximum allowable aggregate size shall be as shown on the drawings.

2.4. CRUSHED STONE

- A. Shall consist of clean, hard, tough, durable crushed stone free from lumps or balls of clay, organic and deleterious or other objectionable matter. Crushed stone shall conform to the material requirements for crushed stone, Material Designation 703-0201 of the Standard Specifications for Construction and Materials of the New York State Department of Transportation. Size designation shall be that yielding the nominal size indicated on the drawings for the intended uses. Unless otherwise indicated, crushed stone shall be $\frac{3}{4}$ inch nominal size (size designation 2).

2.6. OTHER MATERIALS

- A. Specifications for topsoil and other landscaping materials are included on the contract drawings.

- B. All other materials, not specifically described but required for a complete and proper installation, shall be as selected by the Contractor subject to the approval of the Engineer.

PART 3 – EXECUTION

3.1. PROTECTION OF EXISTING RESOURCES, STRUCTURES, UTILITIES, ETC.

- A. The Contractor shall take all such precautions in the conduct of his operations as may be necessary to avoid contaminating water in drainage systems and watercourses, whether natural or manmade. All earthwork, moving of equipment, water control of excavations, and other operations likely to create silting shall be conducted so as to minimize pollution of watercourses or wetland areas. Water used during the contract work which has become contaminated with oil, bitumen, harmful or objectionable chemicals, sewage, or other pollutants shall not be discharged so as to avoid adversely affecting nearby surface waters or groundwater. Under no circumstances shall the Contractor discharge pollutants directly into any drainage system, watercourse or wetland area. When water from adjacent natural sources is used in the contract work, intake methods shall be such as to avoid contaminating the source of supply.
- B. The Contractor shall acquaint himself with the existence and location of all existing surface and subsurface structures and utilities related to the project. He shall not disturb or damage any of those that are to remain and shall leave same accessible and make all provisions by sheeting, hanging, supporting, or other means necessary to protect same satisfactorily subject to the approval of the Engineer and the utility company involved.
- C. Any damage done by the Contractor shall be immediately repaired by him or, if the repairs are such that they have to be done by others, they shall be done at the expense of the Contractor. However, as an aid to the Contractor, his attention is called to the fact that there are, or during the course of the work will be, surface and subsurface structures, the approximate location of some of which are shown on the drawings. The Contractor shall notify the Engineer of any omissions or discrepancies on the drawings.
- D. The Contractor must acquaint himself with the location of all subsurface structures and utilities, including pipelines, catch basins, gas mains, electric service lines, and is warned against the use of heavy equipment over these areas. The Contractor shall provide protection, satisfactory to the Engineer, and assumes full responsibility for any damage caused by his operations.
- E. The Contractor shall take all precautions and provide all necessary protection to prevent injury to persons or damage to existing structures, improvements and property. He shall erect and maintain barricades, fences and other protective measures as directed, during the course of the work.
- F. The Contractor shall be responsible for all damage to adjacent existing buildings, pavements, utility services and other installations in the area caused by transport, use of equipment, or other operations under this contract. All such damage shall be fully

repaired by the Contractor to the satisfaction of the Village without additional cost to the Village.

- G. Care shall be taken and protective measures provided in all excavations operations to avoid and prevent damage to existing active or inactive service utilities, such as water lines, sanitary sewers, storm drainage, gas pipelines, etc. The Engineer shall be notified when any such service utilities are encountered and they shall be preserved and protected, removed, capped, or plugged, or otherwise discontinued as shown in drawings or as he may direct.
- H. The Contractor shall carefully maintain benchmarks, monuments and other reference marks. If they are disturbed or destroyed by his actions, the Contractor shall replace them as directed, at no cost to the Village.

3.2. ENGINEER'S AUTHORITY

- A. Should the Contractor find that the excavation required for structures, pipes, or other subsurface work will interfere with existing or proposed utilities, such as sewer or storm drain lines, water mains, gas pipelines, electrical conduits, etc., he shall notify the Engineer before proceeding with that portion of the work, and shall adjust his work as directed by the Engineer. These adjustments shall be made at no additional costs in the Contract other than for the additional items of work, if applicable. The Engineer shall be the sole judge as to whether or not the work or material meets the requirements and intent of the definitions set forth herein.

3.3. STRIPPING AND STOCKPILING OF TOPSOIL

- A. The Contractor shall strip topsoil to whatever depths encountered, and in such manner so as to prevent intermingling with the underlying subsoil or other objectionable material. Remove any heavy growths of grass from areas before stripping.
- B. The Contractor shall stockpile topsoil in storage piles as indicated on the contract drawings or where directed by the Engineer. Storage piles shall be constructed to freely drain surface water. Storage piles shall be seeded with 2.0 lbs./1000 sq. ft. perennial rye grass and mulched with 90 lbs./1000 sq. ft. straw, anchored with a suitable material.

3.4. EXCAVATION

- A. General: Excavation shall be made in open cut to the widths and depths necessary for constructing, according to the drawings, structures, pipelines, and other items of work included in this contract. The excavations shall be of sufficient size to permit the work to be properly constructed in the manner and of the size specified. Wherever the nature of the ground will permit, the bottom of the excavation is to have shape and dimensions shown on the drawings. The excavation to the grades as shown on the drawings or as ordered by the Engineer may be dug entirely by machine as conditions permit and as the Contractor desires, provided that reasonable care is exercised not to unduly disturb the natural state of the soils below this depth of excavation. If, in the opinion of the Engineer, this cannot be accomplished satisfactorily by machine methods, he will order

portions of the excavation to be dug by hand, and no additional compensation will be due the Contractor for using this method of excavation.

- B. For all work pertaining to installation of the precast concrete arch and related elements, the Contractor shall strictly adhere to the specifications included on the Contech drawings.
- C. Excavation carried below the required depth without specific directions from the Engineer shall be refilled to the proper grade with lean concrete or other materials at the direction of the Engineer, at the Contractor's expense. Special care shall be exercised to avoid damage to existing pipes and conduit. Any pipes or conduits broken during excavations whether shown on the drawings or not, shall be repaired and replaced at the Contractor's expense.
- D. The top portion of a trench may be excavated with vertical or sloping sides any width which will not cause damage to the adjoining structures, roadways, pavements, utilities, trees or private property. The slope of the sides of an unshored trench and the size and spacing of members used to shore a trench excavated with vertical sides will be in accordance with the Occupational Safety and Health Act of 1970 (PL 91-596) and other applicable codes and laws.
- E. The length of trench open at any one time will be controlled by the conditions, subject to any limits that may be prescribed by the Engineer.
- F. A sufficient quantity of approved suitable excavated material, if available, shall be stockpiled for use as fill to be used to bring the site to final grades as shown on the plans. There shall be no extra direct compensation for this stockpiling of suitable material, but the costs thereof shall be deemed included in the contract lump sum base bid.
- G. All excess excavated materials shall be removed from the project site by the Contractor at no additional cost to the Village.

3.5. ROCK EXCAVATION

- A. General: During excavation, the Contractor may encounter subsurface rock. No additional payment will be made for rock excavation; its cost is included in the base bid of the project.

3.6. BLASTING

- A. Blasting shall not be permitted.

3.7. DEWATERING

- A. The Contractor shall provide all diking, sheeting, and dewatering, including pumping that may be required to lower the groundwater in excavations to a level satisfactory for the

construction work. Dewatering shall be accomplished by drains, well points, or other methods approved by the Engineer. There shall be no additional compensation for any dewatering done, nor additional compensation for equipment and materials used in connection therewith under this contract. If pumping, diking, or sheeting are used in the lump sum dewatering, the construction and removal of some shall be included in the lump sum base bid for this contract. Prior to commencing excavation, the Contractor shall submit to the Engineer for his approval, his proposed plans for dewatering the excavation.

- B. During filling, the surface of fill is to be sloped slightly to the boundaries for drainage. The Contractor shall provide sufficient drainage, including pumps if necessary, to maintain the surface of fill in a stable condition at all times under the compaction equipment.

3.8. SHEETING AND BRACING

- A. General: The requirements and minimum standards for sheeting are set forth in the Industrial Code – Rule No. 23 promulgated by the State of New York, Department of Labor.
- B. Where excavations are made with sides which require supporting, the sheeting bracing, boxing, shields, or other means of supports shall be of sufficient strength to sustain them against inward movement, loss of ground or damage to adjacent structures.
- C. It is an absolute requirement of this contract that fully signed detailed drawings and design computations, prepared and signed by a Professional Engineer registered in New York State, be submitted to the Engineer for approval prior to the use of any sheet and bracing on the work. Designs shall take into account the contractor's program for dewatering.
- D. There shall be no additional compensation for any sheeting done, and the cost of designing, furnishing and driving the sheeting shall be deemed included under the lump sum base bid price for this contract.
- E. In order to maintain the stability of existing structure, sheeting may be required for excavation adjacent to existing structure where the limits of the excavation are located inside a line which originates at the outside edges of the existing foundation, at the bottom of footing level, and drawn upward from the bottom of the excavation at a slope of 2.5 horizontal to 1.0 vertical.
- F. At the completion of work, or when the necessity for the temporary protective work ceases, all sheet piling, bracing, etc. shall be removed. All voids left by the removal of sheeting or bracing shall be completely backfilled, and then thoroughly compacted. At the request of the Contractor, the option of leaving sheets in place will be considered at specific locations.

3.9. FILLING, BACKFILLING, AND COMPACTION

- A. General: All fill and backfill materials shall be placed on the project site as indicated on the drawings or as directed by the Engineer. All fill and backfill materials shall be compacted to the required soil densities specified in Section 3.9.K of these specifications. The

Contractor shall pay particular attention to the compaction of utility trenches within the limits of the roadways.

- B. All topsoil, organic matter, and other deleterious materials shall be excavated and removed from the area to be filled. The exposed surface shall be inspected by the Engineer, who will determine when all undesirable material has been removed. If necessary, the Engineer will require the filled area to be proof-rolled with an appropriate roller.
- C. Compaction equipment shall be of a size and type permitting efficient compaction of fill material; approval of Compactors will be based upon their performance in the field. If a compactor can achieve the specified density only by the use of very thin lifts, or a very large number of passes thereby slowing job progress, replacement by a larger or more appropriate type of compactor will be required.
- D. The approval of the Engineer shall be construed merely to mean that at the time the Engineer knows of no good reason for objecting thereto, and no such approval shall release the Contractor from his full responsibility for the accurate and complete performance of the work in accordance with the contract drawings and specifications. The methods and equipment utilized shall be sufficient to uniformly compact the existing subgrade material to a depth of 12 inches, and subsequent fill lifts for their full depth to the densities specified hereinafter.
- E. The Contractor shall be directed to perform periodic tests to determine the effectiveness of his operations, to the satisfaction of the Engineer, at no additional cost to the Village. Required tests shall include density and moisture content. Tests shall be performed at the expense of the Contractor at a laboratory approved by the Engineer.
- F. Compaction of Existing Subgrade: The compaction of existing subgrade shall be sufficient to develop to a depth of at least 12 inches below ground surface (after removal of unsuitable soils) 95% of maximum Modified Proctor density, determined in the laboratory in conformance to ASTM Designation D1557. The compaction shall be checked by the Engineer and fill shall not be placed until compaction of the existing subgrade is approved by the Engineer. At the option of the Engineer, the Contractor may be asked to leave the subgrade uncompacted. When requested, the Contractor shall furnish the elevations of the subgrade to the Engineer.
- G. Placement of Fill: The fill shall be spread evenly by mechanical equipment or by manual means above the approved subgrade and shall be mixed thoroughly and spread in lifts not exceeding six (6) to twelve (12) inches, the thickness to be determined by the Engineer in the field, and shall be built up in horizontal layers as nearly even as practicable to prevent the thickness of lift from exceeding that specified.
- H. Moisture Control: The moisture-density curve for the fill used shall be supplied to the Contractor as a guide in controlling moisture to achieve the required degree of compaction. If, in the opinion of the Engineer, fill material becomes too wet for the required compaction, the fill shall be dried by a method approved by the Engineer prior to commencing or continuing compaction operations. Likewise, if, in the opinion of the

Engineer, the fill material becomes too dry for the required compaction, the fill shall be moistened by a method approved by the Engineer prior to commencing or continuing compaction operations.

- I. Drainage of the Site: At all times, maintain and operate proper and adequate surface and subsurface drainage to the satisfaction of the Engineer in order to keep the construction site dry and in such condition that placement and compaction of fill may proceed unhindered by saturation of the area. Soil erosion control measures shall be used to provide mitigation.
- J. Compaction of Fill: The reference density and optimum moisture content (OMC) will be determined in the laboratory by the Engineer in conformance to ASTM Designation 1557. The degree of compaction shall be checked by the Engineer and each successive lift shall not be placed or compacted until the previous lift is observed and approved by the Engineer. This fill is to be compacted to the densities specified in Section 3.9 (K), to the elevations and limits shown on the drawings. Any previously approved compacted fill or underlying virgin subgrade that softens due to disturbance, rainfall, exposure, or any other cause shall be removed or dried and re-compacted to the approval of the Engineer, before the next lift is placed. Compaction by puddling or water-jetting shall not be permitted.
- K. Required Compaction: Compaction densities shall be determined at the Contractor's expense to achieve Proctor Modified Densities (ASTM D1557) as indicated below. The number of tests required shall be as many as deemed necessary by the Engineer to ascertain that the methods of compaction utilized by the contractor are satisfactory for achieving the specified requirements as follows:

<u>Area</u>	<u>Required Compaction</u>
1. Backfill and Fill – Under Pavement Areas	95%
2. Backfill and Fill – Vegetated Areas	90%

- L. Frost: No fill materials shall be placed when either the fill material or the previous lift or subgrade on which it is placed is frozen. In the event that any fill which has already been placed or the subgrade shall become frozen, it shall be scarified and re-compacted, or removed, to the approval of the Engineer before the next lift is placed. Any soft spots resulting from frost shall be removed or re-compacted to the satisfaction of the Engineer before new fill material is placed.
- M. Backfill of Excavation: Any excavation shall be backfilled and compacted as specified for that area. Where fill is placed adjacent to a wall, the difference in elevation of the top of the fill on either side of the wall can be no more than one foot unless the wall is adequately braced, or the wall shall have been designed to withstand pressures due to the unbalanced fill heights.

- N. Backfilling of Pipelines and Structures: In backfilling of pipelines and structures, specified backfill materials shall be carefully placed about and above the pipe or structure in uniform 12 inch layers to configurations as shown on the drawings. Each layer shall be thoroughly compacted with proper tools in such a manner as not to disturb or damage the pipe or structure. Backfilling shall be carried on simultaneously on both sides of the pipe or structure so that damaging side pressures do not occur. The remainder of the trench above the pipe shall be backfilled in a similar manner with specified materials to a configuration as indicated on the drawings.
- O. Backfill in Limited Areas: In limited areas where large compaction equipment cannot work, such as footing and trench excavations, backfill shall be compacted to the same specification as the general fill. In such areas, fill must be compacted with hand-manipulated compaction machinery, such as pneumatic tampers or compactors. Areas in which backfilling is underway are to be brought to the attention of the Engineer in order that he may inspect and make appropriate tests during, rather than after, the placement and compaction of fill in these areas.
- P. Backfilling Prior to Approvals: The Contractor shall not allow or cause any of the work performed or installed to be covered up or enclosed by work of this section prior to all required inspections, tests, and approvals. Should any of the work be so enclosed or covered up before it has been approved, the Contractor shall uncover all such work at no additional cost to the Village. After the work has been completely tested, inspected, and approved, the Contractor shall make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the Village.

3.10. GRADING

- A. Grading shall conform to the grading contours and elevations shown on the drawings. All grading shall be smoothly sloped to meet existing grades. After compaction, all finished subgrade elevations shall be true to line, grade, and cross section.

3.11. DUST CONTROL

- A. During the progress of the work, the Contractor shall conduct his operations and maintain the area of his activities, including covering trucks or other vehicles used to transport earth and the sweeping and sprinkling of streets and other areas as necessary to minimize the creation and dispersion of dust.

END OF SECTION 02200

**SECTION 02551
BITUMINOUS PAVEMENT**

PART 1 - GENERAL

1.1. SUMMARY

- A. The work shall include the furnishing of all equipment, materials, labor, and supervision to construct, replace, resurface, or repair paved areas that are affected by the work.

1.2. RELATED DOCUMENTS

- A. New York State Department of Transportation: Standard Specifications for Construction and Materials.

1.3. SUBMITTALS

- A. The Contractor shall submit a job mix formula that satisfies the requirements of NYSDOT Specification Table 401-1 for each type of asphalt concrete specified. Clear, legible copies of batch records for each batch of bituminous concrete used on the project shall be submitted for review.
- B. The Contractor shall submit certified results of sieve analysis of at least two ten-pound samples of subbase gravel intended for use on this contract done by an independent testing laboratory. The Contractor shall also submit tests for Magnesium Sulfate Soundness Loss and for Elongated Particles for the subbase material certified by an independent testing laboratory. Testing personnel shall obtain materials at the proposed source.

PART 2 - PRODUCTS

2.1. MATERIALS

- A. The materials for the subbase course shall consist of gravel, stone, or approved blast furnace slag and shall be well graded from coarse to fine, free of organic matter or other deleterious materials. The subbase material shall have a maximum particle size of two inches and shall otherwise meet the gradation requirements of the New York State Department of Transportation (NYSDOT) specification, Section 304-2.02 Gradation Type 2 or 4. The material shall also meet the NYSDOT Section 304 requirements for soundness, plasticity index, and elongated particles.
- B. Bituminous binder course shall conform to the requirements of the NYSDOT Standard Specifications, subsections 401-2.02 Type 3.
- C. Bituminous top course shall conform to the requirements of the NYSDOT Standard Specifications, subsections 401-2.02 Type 6.

PART 3 – EXECUTION

3.1. GENERAL

- A. All thicknesses indicated on the Contract Drawings refer to thicknesses after compaction.

3.2. CONSTRUCTION

- A. Excavation, grading and preparation of the subgrade shall be in accordance with requirements of the applicable Division 2 sections.
- B. Subbase shall be installed in accordance with requirements of the applicable Division 2 sections.
- C. Bituminous base course shall be installed in accordance with the NYSDOT Standard Specifications and as shown on the drawings.
- D. Bituminous binder course shall be installed in accordance with the NYSDOT Standard Specifications, and as shown on the Contract Drawings.
- E. Binder course may not be placed until satisfactory results of the initial compactive effort testing have been obtained as specified in the Section “Trenching, backfilling and Compaction,” Division 2, and as shown on the drawings.
- F. Bituminous top course and tack coat shall be installed in accordance with the requirements of the NYSDOT Standard Specifications and where requested by Engineer. Tie-in of new top course to existing paved roadways shall be by means of a milled key-way, as shown on the contract drawings. Key-way shall be cleaned and tack coated prior to pavement application.
- G. Upon completion of paving, all tie-in joints shall be sealed with a polymer modified sealer.
- H. Pavement shall be laid at the required temperatures set forth in the NYSDOT Standard Specifications. Any material found to be below the required temperature shall be immediately rejected at the Contractor’s expense. Rejection of pavement due to low temperature does not entitle Contractor to an extension of time or claims for damages.
- I. All transverse joints shall be staggered a minimum of 3 feet between courses.

3.3. WEATHER AND SEASONAL LIMITATIONS

- A. Bituminous plant mix shall not be placed on any wet surfaces or when weather conditions otherwise prevent the proper handling or finishing of the bituminous mixtures as determined by the Engineer.

B. Paving courses shall be placed within the following temperature and seasonal limitations:

<u>Nominal Compacted Lift Thickness</u>	<u>Surface Temperature Minimum (Note 1)</u>	<u>Seasonal Limits</u>
3" or greater	40° F	None
Greater than 1" but less than 3"	45° F	Note 1
1" or less	50° F	Note 1

Notes:

1. All temperatures shall be measured on the surface where the paving is to be placed, and the controlling temperature shall be the average of three temperature reading taken at locations 25+/- feet apart in accordance with the NYSDOT Specification.

- C. Top course shall be placed only during the period of April 1st up to and including the third Saturday in November.
- D. Paving operations shall be scheduled such that all paving necessary to provide safe and adequate maintenance and protection of traffic, or for protection of previously laid courses, is completed within the weather and seasonal limitations.
- E. All additional costs, including but not limited to, expediting construction, limiting length of work, shimming castings and protrusions, drainage, providing acceptable rideability, and all temporary work required due to failure to complete work within the weather or reasonable limitation shall be at no additional cost to the Village. In addition, any binder course which will be permanently incorporated into the work, left open to traffic over the winter shall be cleaned and tack coated immediately prior to overlaying at no additional cost to the Village.
- F. Waivers to the seasonal limitations shall be submitted by the Contractor to the Village's Representative for approval.

3.4. TEMPORARY PAVEMENT

- A. In all areas where an existing pavement of any type is disturbed by the work done under this contract, the Contractor shall temporarily restore the surface where disturbed with a 3" hot or cold mix binder course, placed on subbase prepared for final construction or placed on temporary fill which shall be replaced.
- B. All temporary restorations shall be maintained by the Contractor at his own cost and expense, in a suitable and safe condition for traffic until the final restorations have been made.

END OF SECTION 02551

**SECTION 03300
CAST-IN-PLACE CONCRETE**

PART 1 - GENERAL

1.1. SUMMARY

- A. The work shall include the furnishing of all equipment, materials, labor, and supervision to install cast-in-place concrete as shown on the contract drawings, or as specified herein.

1.2. RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specifications Sections, apply to this Section.
- B. The Contractor shall comply with the recommendations and requirements of:
 - 1. ACI 318, "Building Code Requirements for Reinforced Concrete
 - 2. ACI 211, "Recommended Practice for Selecting Proportions of Concrete"
 - 3. ACI 304, "Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete."
 - 4. NYS Department of Transportation, "Standard Specifications."

1.3. SUBMITTALS

- A. Name, address, and telephone number of concrete supplier and batching plant. Concrete shall be procured from a single approved commercial batching plant conforming to "Concrete Plant Standards" of the Concrete Manufacturer's Association.
- B. Concrete design mix data, material test reports, and other data required to demonstrate that the product meets the specified standards.
- C. Catalog cuts, technical data, and manufacturer's recommendations on all materials proposed for use, including reinforcement.

PART 2 - PRODUCTS

2.1. CEMENT

- A. Type II Portland Cement, ASTM C-150. The cement manufacturer shall be a reputable manufacturer who has been engaged in the production of the specified materials for at least five years.

2.2. AGGREGATES

- A. Fine Aggregate: ASTM C33, except Section 4.2 thereof.
- B. Coarse Aggregate: ASTM C33, Class 4S. Coarse aggregate shall be clean gravel or crushed stone of 1-inch maximum nominal size, if a single design mix is used.

2.3. ADMIXTURES

- A. Air Entraining: "Darex AREA" by WR Grace or approved equal, conforming to ASTM C-260. Air entrain all concrete.
- B. Water Reducing: "Plastocrete" by Sika Chemical Corporation or approved equal, conforming to ASTM C-494.

2.4. MIXING WATER

- A. Water used in mixing concrete shall be fresh, clean, and free from injurious quantities of oils, acids, salts, organic materials, or other substances that may be deleterious to concrete or reinforcement.

2.5. EPOXY BASED PATCHING MATERIAL

- A. "Colma-Dur" or "Sika-Dur" by Sika Chemical Corporation or approved equal.

2.6. NON-SHRINK GROUT

- A. Non-metallic, non-gaseous grout, Master Builders "Masterflow 713" or approved equal.

2.7. BONDING COMPOUND

- A. For fresh concrete to hardened concrete: "Sika-Dur Hi-Mod" by Sika Chemical Corp. or approved equal.
- B. For hardened concrete to hardened concrete: Epoxy bonding material, "Epoxtite Binder" by A.D. Horn or approved equal.

2.8. CRACK PLUGGING MATERIAL

- A. "Sika-Plug" by Sika Chemical Corporation or approved equal.

2.9. CONCRETE

- A. Compressive Strength: 4,000 psi minimum at 28 days, or as shown on the drawings.
- B. Slump: 4 inches
- C. Air entrainment: 6% +/- to 1% maximum
- D. Cement / Aggregate ratio: As required to produce a mixture that will work readily into the corners and angles of the forms and around reinforcement but without permitting the materials to separate or excess free water to collect on the surface.
- E. Water Content: As required and stipulated in the approved design mix. The water content shall not be increased from the amount shown in the design mix unless a corresponding proportion of cement is added (at no cost to the Village).

2.10. MIXING AND TRANSPORTING CONCRETE

- A. Operations shall be conducted in accordance with industry standards. The concrete will be rejected if there is evidence of setting up in the mixer.

2.11 MISCELLANEOUS

- A. All other materials not specifically described but required for a complete and proper installation, shall be as selected by the Contractor subject to the approval of the Engineer.

PART 3 – EXECUTION

3.1. PREPARATION

- A. Remove all wood and wood scraps, sawdust, hardened concrete, debris, ice, snow, and other foreign materials from between forms and from other areas in which concrete will be placed.
- B. Remove water from forms and excavations. Divert runoff to avoid washing over, under, or through freshly deposited concrete.

3.2. PLACING CONCRETE

- A. Handle concrete from mixer to forms as rapidly as possible by methods which prevent the separation of ingredients.
- B. For any one placement, deposit concrete continuously in layers of such thickness that no concrete will be deposited on previously placed concrete which has hardened sufficiently to cause the formation of cold joints. Concrete shall be deposited vertically in forms, as nearly as possible to its final position, by use of conveyors, chutes, or spouts, or other means acceptable to the Engineer. Free fall of concrete shall be limited to a maximum vertical drop of six feet.
- C. Place all concrete with the aid of mechanical vibrators. Vibrators shall be of a type and design reviewed and acceptable to the Engineer. Apply vibration to the concrete for time intervals of approximately 10 seconds at points not more than 30 inches apart. Do not use vibrators to move concrete horizontally in forms.
- D. Before depositing new concrete on or against concrete which has set, the forms shall be re-tightened and the surface cleaned or all foreign matter and laitance, flushed with water, and drained.
- E. The Contractor shall take all precautions and provide all necessary protection to prevent injury to persons or damage to existing structures, improvements and property. He shall erect and maintain barricades, fences and other protective measures as directed, during the course of the work
- F. The Contractor shall be responsible for all damage to adjacent existing pavements, utility services and other installations in the area caused by transport, use of equipment, or other

operations under this contract. All such damage shall be fully repaired by the Contractor to the satisfaction of the Village without additional cost to the Village.

- G. Care shall be taken and protective measures provided in all excavation operations to avoid and prevent damage to existing active or inactive service utilities, such as water lines, sanitary sewers, storm drainage, gas pipelines, etc. The Engineer shall be notified when any such service utilities are encountered and they shall be preserved and protected, removed, capped, or plugged, or otherwise discontinued as shown on drawings or as he may direct.
- H. The Contractor shall carefully maintain the benchmarks, monuments and other reference marks. If they are disturbed or destroyed by his actions, the Contractor shall replace them as directed, at no cost to the Village.
- I. For all work pertaining to installation of the precast concrete arch and related elements, the Contractor shall strictly adhere to the specifications included on the Contech drawings.

3.3. CONCRETE CURING AND FINISH

- A. Permanently exposed surfaces (at or within one foot of finished grade) shall be left smooth and true and without voids or tie holes, except for occasional air holes. Immediately upon removal of forms, rough joints on exposed surfaces shall be ground smooth, rubbed with carborundum blocks, and cleaned in an approved manner. After the removal of forms, bring irregular surfaces to reasonable smoothness by rubbing and troweling with an approved bonding concrete application. Plastering to achieve a uniform surface will not be permitted.
- B. The surface of all finished concrete shall be kept continuously moist for a period of seven days. Wet burlap or other approved means of wet curing shall be used.

3.4. CONCRETE TESTING

- A. The Village shall be responsible for securing and paying the costs associated with a testing laboratory, which shall perform the following
- B. Slump Test: Slump tests shall be performed for each batch of concrete, when additional water is added, and as directed by the Engineer. Tests shall be performed in accordance with ASTM C143. Concrete slumps shall not exceed 4 inches. A slump test shall be taken for the first batch of concrete each day, at least one per truck, at least one per each 10 cubic yards, and one with each test cylinder.
- C. Entrained Air Content: Test each batch of concrete in accordance with ASTM C231. Maintain entrained air content within specified limits.
- D. Compressive Strength: Make and cure one set of four 6" x 12" cylinders in accordance with ASTM C31 for each load of concrete place. Cylinders shall be labeled in consecutive order and records kept by the contractor clearly identifying the location at which the samples were taken. The 7-day cylinder test shall indicate a minimum strength equal to 65 percent of the 28-day design strength. For each set of test cylinders, test one at 7 days, two at 28 days; the testing company shall retain the fourth cylinder as a spare for at least one year. If test cylinders are lost or destroyed, or if they indicate low compressive strengths, or for any

reason the Engineer questions the adequacy of the placed concrete, the concrete shall be cored and tested in accordance with ASTM C42, at no cost to the Village.

- E. For truck mixed concrete, the Contractor shall submit delivery slips for each load showing mix quantities of water, cement, aggregates, and admixtures, and the time of departure from the plant.
- F. In the event that concrete fails to meet the specified strength, air entrainment, or slump, based on test cylinder reports or other investigations deemed necessary by the Engineer, the Engineer may require the removal of the relevant concrete and replacement of it in accordance with standard procedures for construction jointing, at no cost to the Village. All retesting required shall be at the expense of the contractor.

3.5. PROTECTION

- A. The Contractor shall protect all concrete work from damage due to rain, sun, stormwater, frost, weather, and mechanical injury.

END OF SECTION 03300

