

# **BOILER PLANT REPLACEMENT THEODORE D. YOUNG COMMUNITY CENTER**

## **TOWN OF GREENBURGH WESTCHESTER COUNTY NEW YORK**

Prepared By:  
The Town of Greenburgh  
Department of Public Works  
Bureau of Engineering  
177 Hillside Avenue  
White Plains, NY 10607  
(914) 989-1583

JULY 2021

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**H. SPECIAL CONDITIONS**

**H-1 – H-2**

**I. TECHNICAL SPECIFICATIONS AND DRAWINGS**

**Attached (21 Sheets)**

## NOTICE TO BIDDERS

Sealed bids for the **"BOILER PLANT REPLACEMENT AT THEODORE D. YOUNG COMMUNITY CENTER"** will be received by the Town Clerk of the Town of Greenburgh, Town Hall, 177 Hillside Avenue, White Plains, NY 10607 **until 2:00 PM on Wednesday, July 28, 2021** at which time they will be publicly opened and read aloud in the Town Hall Meeting Room. This project is located at the Theodore D. Young Community Center in the Town of Greenburgh and generally includes the replacement of the boiler system with two (2) new Condensing Boilers with Redundant Heat Exchangers, associated piping, accessories, appurtenances, and related work required for a complete operating system. **Prospective bidders shall note that a pre-bid conference will take place on Wednesday, July 14, 2021 at 10:00 AM at Theodore D. Young Community Center, located at 32 Manhattan Ave, White Plains, NY 10607.**

Complete sets of the drawings, specifications and bid forms, becoming available to the public on **July 2, 2021**, may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: <http://www.bidnetdirect.com/town-of-greenburgh>

Each bidder must deposit with his bid a certified check of not less than five percent (5%) of the base bid accompanied by a Consent of Surety from a recognized Bonding Company, or a bid bond with a Bonding Company Licensed to do business in the State of New York, in the form and subject to the conditions provided in the Information for Bidders. Said deposit will be considered as a guarantee that the bidder will enter into a contract and furnish the necessary bonds and insurance for the work, if awarded to him, and will be forfeited to the Town of Greenburgh as liquidated damages if he fails to do so, within the specified time.

The Contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Town Board further reserves the right to reject any or all bids.

**Sealed Bids must be addressed to the Town Clerk and marked, "BOILER PLANT REPLACEMENT AT THEODORE D. YOUNG COMMUNITY CENTER " - due no later than 2:00 PM on Wednesday, July 28, 2021.**

**Questions regarding this contract may be directed to the Town of Greenburgh Bureau of Engineering at (914) 989-1583.**

**Judith A. Beville  
Town Clerk**

## SECTION B

### INSTRUCTIONS TO BIDDERS

1. **DOCUMENTS:** Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Invitation to Bid." A complete set of Documents consists of the following:
  - a. A bound copy of the Specifications
  - b. Addenda (if any)
  - c. Contract Plans

2. **PROPOSALS:** To be considered, proposals on the forms included herein, must be a set in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are bound in the specifications as Section C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink.

Proposals that contain any omission, erasures, alterations, additions, or items not called for in itemized Proposal, or that contains irregularities of any kind, may constitute sufficient cause for rejection of the bid. In case of any discrepancy in the price or amount bid in the Proposal, the price, as expressed in words, shall govern. All bids must be submitted in sealed envelopes addressed to Town Board, Town of Greenburgh, Westchester County, New York and be clearly identified with (1) Project Name, (2) Name of Bidder and address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Telephone or telegraphic bids will not be accepted.

3. **QUALIFICATIONS OF BIDDERS:** The Owner may make such investigations as he deems necessary to determine the qualifications of the Bidder to perform the work, and the Bidder shall furnish information and data for this purpose as may be required. The Owner reserves the right to reject any bid if the evidence submitted by a Bidder, or the investigation of such Bidder, fails to satisfy the Owner, that such Bidder is properly qualified to carry out obligations of the Contract and to complete the work contemplated therein within the time designated. Fraudulent statements shall cause rejection of Proposal and forfeiture of bid security.

4. **CONDITIONS OF WORK:** Each Bidder must inform himself fully of conditions relating to the construction and labor under which work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his Bid. Bidders' attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site. If rock probes or test borings have been made by the Owner, they will be made available to the Contractor for inspection on the same conditions. Bid shall include the complete costs of furnishing all materials, with the Drawings and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, any Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties.
5. **ADDENDA AND INTERPRETATION:** Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to the Commissioner of Public Works, Town of Greenburgh and, to be given any consideration, must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations, any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such addenda will not relieve the Bidder of any obligation under his Bid submitted. Any Addenda so issued shall become part of the Bidding Documents. Reception of Addenda shall be noted on the "Bid Form."
6. **BID SECURITY:** Each bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five percent (5%) of his bid payable to the Owner, which amount the Bidder agrees is to be forfeited as liquidated damages and not as a penalty if in case he is awarded the contract, and he shall thereafter fail to execute a Contract with the Owner under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this Contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the contract is awarded to the Bidder.

Such bid security will be returned to all except the three lowest formal Bidders within three days after the formal opening of the Bids, and the remaining bid security will be returned to the other bidders after the Owner and the accepted Bidder have executed the Contract Documents. In the event no Contract has been so executed within forty-five (45) calendar days after the date of the opening of bids, upon the demand of the Bidder, so long as he has not been notified of the acceptance of his bid, his bid security will be returned. The Bid Security of the successful Bidder will be retained until the filing and approval of the bonds and insurance.

7. **INSURANCE REQUIRED:** The successful Bidder will be required to procure any pay for the following types of insurance, in accordance with the provision listed in Pages E-1 through E-3.
- a. General Liability Insurance
  - b. Automobile Liability Insurance
  - c. Compensation, Disability and Employer's Liability Insurance
  - d. Unemployment Insurance
8. **SECURITY FOR FAITHFUL PERFORMANCE:** The Contractor shall, prior to execution of the Contract submit two separate executed bonds, (1) a Performance Bond in an amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the contract.
- The Bonds shall be prepared as specified in Section D - Form of Performance Bond and Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the Owner and are authorized to transact business in the State of New York.
- In addition, at the time of final payment, a two year Maintenance Bond guaranteeing against defective materials and workmanship will be required in an amount equal to one hundred percent (100%) of the contract amount.
9. **FORM OF AGREEMENT:** The form of agreement is included in these documents in Section D.
10. **AWARD:** The contract will be awarded to the lowest responsible bidder pursuant to the provisions of the General Municipal Law. The Town Board reserves the right to determine responsibility based on an evaluation of the Contractor's qualifications, experience, organization, finances, past performance, and other applicable factors. The Town Board further reserves the right to reject any and all bids.
11. **OWNER:** Town of Greenburgh, Westchester County, New York.
12. **SALES TAX EXEMPTION:** Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Town of Greenburgh are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in its bid price to cover sales taxes for the above items.



**13. REQUIRED SUBMISSIONS:** Prior to award, the successful bidder will be required to meet the following requirements:

- a. The successful bidder must provide the Town with a certificate issued by the Secretary of State that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and the supplying of the requisite certificate of doing business of each such entity).
- b. A statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the Town or is a relative of any such Town officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the Town.

SECTION C  
BID PROPOSAL  
**TOWN OF GREENBURGH – THEODORE D. YOUNG COMMUNITY CENTER – BOILER PLANT  
REPLACEMENT  
TOWN OF GREENBURGH, NEW YORK**

**TO:**

The Town Board  
Town of Greenburgh  
Town Hall  
177 Hillside Avenue  
Greenburgh, NY 10607

**Bid Submitted By:**

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Telephone No.)

\_\_\_\_\_  
(Federal ID Number)

1. I/We do hereby declare that I/we have carefully examined the Instructions to Bidders, the Plans, Profiles and other drawings and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/we will execute a contract therefore, containing all the terms, conditions, provisions, and covenants necessary to complete the work according to the Plans and Specifications therefore within fifteen (15) business days after the award of the contract, and if I/we fail to execute said contract within said period of time, that the Town Board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/we will commence the work within five (5) days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract. I/we further agree that the Owner may deduct for liquidated damages the sums set forth in the Special Conditions if I/we fail to complete the work within the time limits specified.

BID PROPOSAL (cont.)

6. I/We hereby affirm that 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 the penalty of perjury, that to the best of knowledge and belief;
  - (a) 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; and
  - (b) 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
  - (c) 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; and
  - (d) No member of the Town Board or any officer or employee of the Town of Greenburgh, New York, or person whose salary is payable in whole or in part from the said Town Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening bids, and that within said period of forty five (45) days, the Town will accept or reject this proposal, or this time period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
9. I/We hereby affirm that I/we will adhere to the requirements of the attached "Affirmative Action Certification."
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We will accept, in full payment for the completed work, the following unit prices as my/our base bid.
12. I/We hereby agree that I/we shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in unit price of that item.

BID PROPOSAL (cont.)

- A.** Project cost for providing all work, labor, materials, equipment, transportation, project management, insurance and all else whatsoever required to completely finish all work in connection with the project:

**A. TOTAL BASE BID**

Amount in Figures: \$ \_\_\_\_\_

\_\_\_\_\_  
Amount in Words

- B.** Total net additional cost to provide all work, labor, materials, etc. for the work specified as Add-Alternate #1 on the contract drawings.

**B. TOTAL ADD-ALTERNATE #1**

Amount in Figures: \$ \_\_\_\_\_

\_\_\_\_\_  
Amount in Words

- C.** Work under the Allowance shall be performed by the Contractor only after receiving written authorization from the Engineer and Owner (See Special Conditions 208)

**C. ALLOWANCE**

**25,000.00**

Amount in Figures: \$ \_\_\_\_\_

***Twenty-Five Thousand Dollars***

\_\_\_\_\_  
Amount in Words

The TOTAL BASE BID will be the basis for acceptance of the low bid.

\_\_\_\_\_  
(Legal Name of Bidder)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Corporate Seal (if incorporated)

BID PROPOSAL (cont.)

Cost Breakdown: Proposals shall be broken down as follows, for Owner's information only:

a. General Conditions	(\$ )
b. Mechanical Work	(\$ )
c. BAS/DDC Controls Work	(\$ )
d. Plumbing Work	(\$ )
e. Electrical Work	(\$ )
f. Misc. General Construction Work	(\$ )
<b>Base Bid Total</b>	<b>(\$ )</b>
<b>Add-Alternate #1</b>	<b>(\$ )</b>
<b>Allowance</b>	<b>(\$ 25,000.00 )</b>

Bidder acknowledges receipt of Addenda as follows:

_____	_____ (Signature)
_____	_____ (Signature)
_____	_____ (Signature)

### **STATEMENT OF QUALIFICATIONS**

The following is a list of places where we have performed work of similar character and magnitude, together with references:

<b>LOCATION</b>	<b>DESCRIPTION OF WORK</b>	<b>APPROXIMATE COST</b>	<b>NAME &amp; PHONE OF ENGINEER/OWNER</b>

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

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### **AFFIRMATIVE ACTION CERTIFICATION**

A bidder will not be eligible for award of a contract under this Invitation for Bids unless such a bidder has submitted as part of its bid the following certification, which will be deemed a part of the resulting contract:

### **BIDDERS' CERTIFICATION**

\_\_\_\_\_, certifies that:  
(Bidder)

1. They intend to use the following listed construction trades in the work under the contract\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_; and
2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part 1 of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of the Plan, those trades being:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and/or
- b. as those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts, the minimum minority manpower utilization goals and the specific affirmative actions steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these Bid conditions, those trades being:  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ and/or
3. They will obtain from each of their subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

### **NON-COLLUSIVE BIDDING CERTIFICATION**

Date: \_\_\_\_\_

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone



**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_, before  
me personally came \_\_\_\_\_ to be  
known and known to me to be the person described in and who executed the foregoing instrument,  
and he acknowledged to me that he executed the same.

Notary Public \_\_\_\_\_

**PARTNERSHIP ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_, before  
me personally came \_\_\_\_\_,  
a member of the co-partnership of \_\_\_\_\_,  
to me known and known to me to be the person described in and who executed the foregoing  
instrument, and he acknowledged to me that he executed the same as and for the act and deed of  
the said co-partnership.

Notary Public \_\_\_\_\_

**CORPORATION ACKNOWLEDGMENT**

STATE OF NEW YORK            )  
  ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_, before  
me personally came \_\_\_\_\_ to me known, who, being by me  
duly sworn, did depose and say that he resides in/at \_\_\_\_\_

\_\_\_\_\_  
that he is the \_\_\_\_\_ of the \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument, that he knows the  
corporate seal of the said corporation, that the seal affixed to the said instrument is such corporate  
seal; and that it was so affixed by order of the Board of Directors of the said corporation, and that he  
signed his name thereto by like order.

Notary Public \_\_\_\_\_

## **SECTION D**

### **FORM OF AGREEMENT**

The Contract form will be as shown on Pages D-2 through D-4.

### **FORM OF BID BOND**

The Bid Bond form will be the "Bid Bond" A.I.A. Document A310,  
Dated, February 1970

### **FORM OF PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND**

The form of Performance Bond and Labor and Material Payment Bond, will be the  
"Performance Bond and Labor and Material Payment Bond,"  
A.I.A. Document A311, Dated February 1970  
These are shown on Pages D-5 through D-8

### **FORM OF GENERAL RELEASE**

The form of General Release is included on Page D-9

### **FORM OF MAINTENANCE BOND**

The form of Maintenance Bond will be shown on Pages D-10 and D-11

PROJECT: **THEODORE D. YOUNG COMMUNITY CENTER – BOILER PLANT REPLACEMENT**

BID DATE: **JULY 28, 2021 AT 2:00 P.M.**

### **AGREEMENT**

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

and between \_\_\_\_\_

(a corporation organized and existing under the state of: NEW YORK

\_\_\_\_\_) \* (a partnership consisting of

\_\_\_\_\_) \* (an individual trading as

\_\_\_\_\_) \* (hereinafter called the "**Contractor**")

and **Town of Greenburgh** hereinafter called the "**Owner.**"

**WITNESSETH**, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

**Article 1. Statement of Work.** The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services and perform and complete all work and required supplemental work for the completion of this Contract in strict accordance with the hereinafter referenced Contract Documents, including all Addenda thereto, numbered\_\_\_\_\_.

**Article 2. The Contract Price.** The Owner will pay the Contractor for the performance of the work, subject to additions and deductions by Change Orders as provided in the General Conditions, in current funds, the sum of

**DOLLARS.**

\*Strike out the two terms not applicable.

**Article 3. Contract Documents.** The Contract Documents shall consist of the following (including their attachments and exhibits):

- |    |                              |    |                             |
|----|------------------------------|----|-----------------------------|
| a. | This agreement               | f. | Special Conditions          |
| b. | Addenda (if any)             | g. | General Conditions          |
| c. | Invitation for Bids          | h. | Technical Specifications    |
| d. | Instructions to Bidders      | i. | Drawings (as listed in the  |
| e. | Signed Copy of Bid, with all |    | Schedule of Drawings)       |
|    | attachments required for the | j. | Payment & Performance Bonds |
|    | bidding.                     | k. | Certificates of Insurance   |

This Agreement, together with other Documents enumerated in this Article 3, which said other Documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component, the part first enumerated in this Article 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in five (5) original copies on the day and year first above written.

ATTEST: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Town of Greenburgh  
(Owner)

By: \_\_\_\_\_  
(Paul J. Feiner, Supervisor)

STATE OF NEW YORK                    )  
  ) SS.  
COUNTY OF WESTCHESTER         )

On the \_\_\_\_ day of \_\_\_\_\_, 20 before me personally came Paul J. Feiner to me known, who, being by me duly sworn, did depose and say that he resides in Greenburgh, New York; that he is the Supervisor of the Town of Greenburgh, the municipal corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Town Board of the said corporation and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK                    )  
  ) SS.  
COUNTY OF WESTCHESTER         )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20, before me  
Personally came \_\_\_\_\_ to me known, who, being by me duly  
sworn, did depose and say that he resides in \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Performance Bond

BOND NO.:

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto Town of Greenburgh

(Here insert full name and address or legal title of Owner)

177 Hillside Avenue  
Greenburgh, NY 10607

as Obligee, hereinafter called Owner, in the amount of

Dollars (\$ ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated  
(Here insert full name, address and description of project)

, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

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## PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

- Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

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.

signed and sealed this

day of

	(Principal) (Seal)
(Witness)	(Title)
	(Surety) (Seal)
(Witness)	(Title)

## CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he resides at \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and that it  
was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her  
name thereto by like order.

Notary Public

## SURETY ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said Corporation and by authority of the standing resolutions thereof.

Notary Public

ATTACHMENT:

## 1. POWER OF ATTORNEY



# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

Bond No.:

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety hereinafter called Surety are held and firmly bound unto Town of Greenburgh

(Here insert full name and address or legal title of Owner)

177 Hillside Avenue  
Greenburgh, NY 10607

as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$ ),

for the 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

(Here insert full name, address, and description of project)

, entered into a contract with Owner for

Elmsford, New York. Contract A - General Construction

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract

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3

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# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use 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 to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of 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 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 materials were furnished, or for 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 transaction 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.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any 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 the 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.

Signed and sealed this

day of

_____	{	_____	(Principal)	(Seal)
(Witness)		_____	(Title)	
_____	{	_____	(Surety)	(Seal)
(Witness)		_____	(Title)	

## CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he resides at; \_\_\_\_\_

that he is the \_\_\_\_\_ of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and that it  
was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her  
name thereto by like order.

Notary Public

## SURETY ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came

\_\_\_\_\_, to me known, who, being by me duly sworn,

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said Corporation and by authority of the standing resolutions thereof.

Notary Public

ATTACHMENT:

## 1. POWER OF ATTORNEY

**GENERAL RELEASE**

(To be submitted with requisition for final payment)

KNOW ALL MEN BY THESE PRESENTS, that, \_\_\_\_\_  
(Contractor)

for and in consideration of the sum of \_\_\_\_\_  
(full amount of contract)

lawful money of the United States of America, to it in hand paid by the Town of Greenburgh, have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors and assigns remise, release, quit-claim, and forever discharge the said Town of Greenburgh, and its successors and assigns and administrators, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contract, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever in law and equity, which against the said Town of Greenburgh he now has, ever had, or which he or his heirs, executors, or administrators hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto, dated \_\_\_\_\_, 20\_\_\_\_, and any admittance or supplements thereto.

**IN WITNESS WHEREOF**, the undersigned corporation has caused this agreement to be signed by its \_\_\_\_\_ and its corporate seal to be hereto affixed and duly attested

by its \_\_\_\_\_, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal:

(Corporate Seal)

**CORPORATE ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_, to me known, who, being by me duly  
sworn, did depose and say that (s)he resides in \_\_\_\_\_;

that he is the \_\_\_\_\_ of \_\_\_\_\_ the  
corporation described in and which executed the within instrument; that he knows the corporate  
seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and  
that it was so affixed by authority of the Board of Directors of said Corporation and that he signed  
his/her name thereto by like order.

\_\_\_\_\_  
Notary Public

## FORM OF MAINTENANCE BOND

### KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_ (hereinafter called the Principal) as  
Principal and the \_\_\_\_\_, a  
Corporation with an office and place of business for the State of New York at \_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the Surety), are held  
and firmly bound unto the \_\_\_\_\_  
(hereinafter called the Obligee) as Obligee in the sum of: \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) **DOLLARS**, lawful money of  
the money of the United States of America, for the payment whereof the Principal and Surety bind  
themselves, their successors and assigns, jointly and severally, firmly by these presents.

**Signed, sealed and dated this** \_\_\_\_\_ **day of** \_\_\_\_\_, **20** \_\_\_\_\_.

**WHEREAS**, the Principal heretofore entered into a written contract with Obligee for (enter  
project name here) \_\_\_\_\_  
\_\_\_\_\_

**WHEREAS**, the Contract provides that the Principal shall guarantee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**NOW, THEREFORE**, the condition of this obligation is such, that if the above Principal  
shall indemnify the Obligee against loss by reason of his materials or workmanship which may  
appear in the work under said contract within the period of one year (s) from the date of  
acceptance of the work, then this obligation shall be void; otherwise to remain in full force and  
effect.

### CONTRACTOR AS PRINCIPAL:

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Corporate  
Seal  
(Contractor)

### SURETY:

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

Corporate  
Seal  
(Surety)

(Corporate and Surety Acknowledgments must be notarized; see page D-11)

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

that he is the \_\_\_\_\_ of \_\_\_\_\_,  
the corporation described in and which executed the within instrument; that he knows the seal of  
said corporation; that the seal affixed to the within instrument is such corporate seal; and that it  
was so affixed by authority of the Board of Directors of said Corporation and that he signed his/her  
name thereto by like order.

STATE OF NEW YORK )  
 ) SS.  
COUNTY OF WESTCHESTER )

did depose and say that he is an Attorney-in-Fact of \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to the within instrument is such corporate seal; and he signed the within instrument and affixed the said seal as Attorney-in-Fact by authority of the Board of Directors of said Corporation and by authority of the standing resolutions thereof.

D-11

**SECTION E**  
**INSURANCE**

1. The Contractor, prior to signing of the contract, shall provide to the Town of Greenburgh, and maintain throughout the life of the contract, at his own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York.
  - a. General Liability Insurance with a single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. The Certificate of Insurance shall indicate the following coverage:
    - (1) Premises - Operations;
    - (2) Contractual as respect this contract including the indemnification set forth in Section 146 - Indemnity Clause of the General Conditions.
    - (3) Any deductibles shall not be the liability of the Town of Greenburgh.
  - b. Owners and Contractors Protective Liability Policy - \$2,000,000 single limit endorsed that Town of Greenburgh is not responsible for premium.
  - c. Automobile Liability Insurance with a single limit of liability per occurrence for bodily injury and per occurrence for property damage at \$1,000,000. This insurance shall include coverage for:
    - (1) Owner automobiles;
    - (2) Hired automobiles;
    - (3) Non-owned automobiles.
  - d. Compensation, Disability and Employer's Liability Insurance The Contractor shall take out and maintain during the life of this contract the statutory Workmen's Compensation, Disability, and Employer's Liability Insurance for all of his employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation, Disability, and Employer's Liability Insurance for all of the latter's employees to be engaged in such work.

- e. Unemployment Insurance - The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of his employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractors and his subcontractors assessed against the owner under the authority of said law.
2. All policies and certificates of insurance of the Contractor shall state that "the Town of Greenburgh is an additional insured" under the policy.
3. The Contractor, as part of the Contract, shall agree to the following clauses for all policies and certificates of insurance:
  - a. The insurance companies issuing the policy or policies shall have no recourse against the Town of Greenburgh for payment of any premiums or for assessments under any form of policy.
  - b. Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor. The Contractor agrees to indemnify and hold harmless the Town of Greenburgh and its offices, employees, agents and officials for any and all such deductibles.
  - c. In case of cancellation or material change in any of the policies, thirty (30) days notice shall be given to the Town Engineer, Town of Greenburgh, 177 Hillside Avenue, White Plains, New York 10607, by registered mail, return receipt requested.
4. All property losses shall be made payable to and adjusted with the Town.
5. All policies of insurance shall be acceptable to and approved by the Department of Law prior to the inception of any work.
6. Other coverage may be required by the Town of Greenburgh based on specific needs.
7. I, at any time, any of the said policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the Contractor shall promptly obtain a new policy, submit the same to the Department of Law of the Town of Greenburgh for approval and submit a certificate thereof as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor.



8. In the event that claims in excess of these amounts are filed by reason of any operations under the contract, the amount of excess of such claims, or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims.

## SECTION F

Westchester County

NEW YORK STATE  
Prevailing Wage Rates



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Greenburgh

Camille Zupcak, Office Manager  
177 Hillside Avenue  
Greenburgh NY 10607

Schedule Year 2021  
Date Requested 07/01/2021  
PRC# 2021006818

Location Theodore D. Young Community Ctr  
Project ID# eng7282021  
Project Type Replace existing boiler with new

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2021 through June 2022. 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](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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



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

## **Introduction**

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

## **Responsibilities of the Department of Jurisdiction**

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion [online](#).

## **Hours**

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

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

## **Wages and Supplements**

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

## **Payrolls and Payroll Records**

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

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to 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 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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





Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Town of Greenburgh

Camille Zupcak, Office Manager  
177 Hillside Avenue  
Greenburgh NY 10607

Schedule Year 2021  
Date Requested 07/01/2021  
PRC# 2021006818

Location Theodore D.Young Community Ctr  
Project ID# eng7282021  
Project Type Replace existing boiler with new

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



## **Social Security Numbers on Certified Payrolls:**

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov). <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

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

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

### **Effective June 23, 2020**

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

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

## **Budget Policy & Reporting Manual**

# **B-610**

### **Public Work Enforcement Fund**

*effective date December 7, 2005*

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#### **1. Purpose and Scope:**

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

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

#### **2. Background and Statutory References:**

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

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

#### **3. Procedures and Agency Responsibilities:**

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

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

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

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

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

Reports should contain the following information:

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

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

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

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





## Required Notice under Article 25-B of the Labor Law

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

#### **The law says that you are an employee unless:**

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)





# Attention Employees

## THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:**  
[www.labor.ny.gov](http://www.labor.ny.gov)

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 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](http://www.comptroller.nyc.gov) – click on Bureau of Labor Law.

Contractor Name: \_\_\_\_\_

Project Location: \_\_\_\_\_



## Requirements for OSHA 10 Compliance

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

### The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

## Westchester County General Construction

### Boilermaker

07/01/2021

**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: 07/01/2021

Boilermaker	\$ 63.38
Repairs & Renovations	63.38

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

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:

	07/01/2021
Apprentice(s)	32% of Hourly
	Wage Paid Plus
	Amount Below

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

07/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

#### ENTIRE COUNTIES

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

#### WAGES

Per hour: 07/01/2021

Piledriver	\$ 56.93
Dockbuilder	\$ 56.93

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

### OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

### REGISTERED APPRENTICES

Wages per hour

(1)year terms:

1st	2nd	3rd	4th
\$23.37	\$28.97	\$37.35	\$45.74

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

### Carpenter

07/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

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

### SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.97

### 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
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$ 16.19	\$ 17.69	\$ 21.29	\$ 23.29

8-2287

### Carpenter

07/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

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

## WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver	\$ 71.80
Marine Tender	51.04

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

## 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	\$ 23.37
2nd year	28.97
3rd year	37.35
4th year	45.74

Supplemental Benefits

Per Hour:

All terms \$ 35.33

8-1456MC

## Carpenter

07/01/2021

**JOB DESCRIPTION** Carpenter

**DISTRICT** 8

## ENTIRE COUNTIES

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

## WAGES

Per hour: 07/01/2021

Building	
Millwright	\$ 57.00

## SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

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

## REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$30.74	\$36.19	\$41.64	\$52.54

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
------	------	------	------



\$35.03      \$38.73      \$43.08      \$49.84

8-740.1

**Carpenter**

**07/01/2021**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2021

Timberman

\$ 52.05

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2021

\$ 52.78

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

Apprentices See (5,6,11,13,25)

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

**REGISTERED APPRENTICES**

Wages per hour:

One ( 1 ) year terms:

1st	2nd	3rd	4th
\$21.42	\$26.53	\$34.18	\$41.84

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

**Carpenter**

**07/01/2021**

**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: 07/01/2021 10/18/2021

Core Drilling:

Driller \$ 41.74 \$ 42.27

Driller Helper 32.92 33.47

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Driller and Helper \$ 29.40 \$ 30.60

## OVERTIME PAY

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

## HOLIDAY

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

Overtime: \* See (5,6) on HOLIDAY PAGE.

\*\* See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

## Carpenter - Building / Heavy&Highway

07/01/2021

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

**DISTRICT** 11

## ENTIRE COUNTIES

Putnam, Rockland, Westchester

## WAGES

WAGES:(per hour)

07/01/2021

BUILDING/HEAVY & HIGHWAY/TUNNEL:

Carpenter

Base Wage

\$ 37.69

+ \$7.63\*

\*For all hours paid straight or premium.

SHIFT DIFFERENTIAL: When it is mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of wage plus applicable benefits.

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable supplemental benefits.

## SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 31.91

## OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

See ( B, E, P, \*R, \*\*T, X ) on OVERTIME PAGE.

\*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

\*\*T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

## 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 including benefits.

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

## REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 18.85	\$ 22.61	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 18.85	\$ 22.61	\$ 24.50	\$ 26.38	\$ 30.15
+3.57*	+3.57*	+3.57*	+3.57*	+3.57*

\*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

<b>Electrician</b>	<b>07/01/2021</b>
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**JOB DESCRIPTION** Electrician

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2021

Service Technician \$ 34.40

Service and Maintenance on Alarm and Security Systems.

Maintenance, repair and /or replacement of defective (or damaged) equipment on, but not limited to, Burglar - Fire - Security - CCTV - Card Access - Life Safety Systems and associated devices. (Whether by service contract of T&M by customer request.)

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: \$ 19.32

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 11, 15, 16, 17, 25, 26) on HOLIDAY PAGE

9-3H

<b>Electrician</b>	<b>07/01/2021</b>
--------------------	-------------------

**JOB DESCRIPTION** Electrician

**DISTRICT** 8

**ENTIRE COUNTIES**

Westchester

**WAGES**

Per hour: 07/01/2021 04/21/2022

\*Electrician/A-Technician \$ 53.75 \$ 53.75

Teledata 53.75 53.75

\*All new installations of wiring, conduit, junction boxes and light fixtures for projects with a base bid of more than \$325,000. For projects with a base bid of \$325,000 or less, see Maintenance and Repair rates.

Note: On a job where employees are required to work on bridges over navigable waters, transmission towers, light poles, bosun chairs, swinging scaffolds , etc. 40 feet or more above the water or ground or under compressed air, or tunnel projects under construction or where assisted breathing apparatus is required, they will be paid at the rate of time and one-half for such work except on normal pole line or building construction work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 52.73 \$ 54.39

**OVERTIME PAY**

See (A, G, \*J, P) on OVERTIME PAGE

\*NOTE: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1) year terms at the following wage rates:

	07/01/2021	01/01/2022	04/21/2022
1st term	\$ 14.00	\$ 15.00	\$ 15.00
2nd term	16.00	16.00	16.00
3rd term	18.00	18.00	18.00
4th term	20.00	20.00	20.00
MIJ 1-12 months	24.00	24.00	25.00
MIJ 13-18 months	27.50	27.50	28.50

Supplemental Benefits per hour:

	07/01/2021	04/21/2022
1st term	\$ 10.15	\$ 10.82
2nd term	13.05	13.05
3rd term	14.39	14.39
4th term	15.72	15.72
MIJ 1-12 months	13.39	13.49
MIJ 13-18 months	13.76	13.87

8-3/W

**Electrician**

**07/01/2021**

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

	07/01/2021	04/21/2022
Electrician -M	\$ 27.50	\$28.50
H - Telephone	\$ 27.50	\$28.50

All work with a base bid amount of \$325,000 or less. Including repairs and /or replacement of defective electrical and teledata equipment, all work necessary to retrofit, service, maintain and repair all kinds of lighting fixtures and local lighting controls, and washing and cleaning of foregoing fixtures.

\*If the project exceeds \$375,000 due to changes in the scope of work, an Electrician/A Technician must be part of the labor ratio.

**SUPPLEMENTAL BENEFITS**

	07/01/2021	04/21/2022
Electrician &		
H - Telephone	\$ 13.76	\$13.87

**OVERTIME PAY**

See (B, G, \*J, P) on OVERTIME PAGE

\*Note: Emergency work on Sunday and Holidays is at the time and one-half overtime rate.

**HOLIDAY**

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

8-3m

**Elevator Constructor**

**07/01/2021**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

Westchester: Entire County except for the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

**WAGES**

Per hour:		
	07/01/2021	03/17/2022
Elevator Constructor	\$ 72.29	\$ 75.14
Modernization & Service/Repair	56.77	59.09

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

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 will be liable for overtime payments for work over the allotted hours per day listed.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor	\$ 41.92	\$ 43.914
Modernization & Service/Repairs	41.082	42.787

#### OVERTIME PAY

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

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

#### HOLIDAY

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

#### REGISTERED APPRENTICES

WAGES PER HOUR:

\*Note: 1st Term is based on Average wage of Constructor & Modernization.  
Terms 2 thru 4 Based on Journeymans wage of classification Working in.

1 YEAR TERMS:

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

#### SUPPLEMENTAL BENEFITS

Elevator Constructor		
1st Term	\$ 34.05	\$ 34.772
2nd Term	34.91	35.606
3rd Term	36.30	37.052
4th Term	37.70	38.497

Modernization & Service/Repair

1st Term	\$ 34.00	\$ 34.672
2nd Term	34.50	35.195
3rd Term	35.83	36.571
4th Term	37.15	37.938

4-1

#### Elevator Constructor

07/01/2021

**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	07/01/2021	01/01/2022
Mechanic	\$ 62.51	\$ 64.63
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	07/01/2021	01/01/2022
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Journeyman/Helper	\$ 35.825*	\$ 36.885*
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(\*)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 Journeyman/Helper

1-138

<b>Glazier</b>	<b>07/01/2021</b>
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#### 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:	7/01/2021	11/01/2021
Glazier	\$ 58.60	+ \$1.25
*Scaffolding	59.55	
Glass Tinting & Window Film	29.60	
**Repair & Maintenance	29.60	

\*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:	7/01/2021
Journeyworker	\$ 36.04
Glass tinting & Window Film	21.19
Repair & Maintenance	21.19

#### 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:

	7/01/2021
1st term	\$ 20.72

2nd term	28.66
3rd term	34.67
4th term	46.62

Supplemental Benefits:

(Per hour)

1st term	\$ 16.58
2nd term	23.57
3rd term	26.09
4th term	30.91

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**07/01/2021**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:	07/01/2021	05/31/2022
Insulator	\$ 56.25	+ \$ 2.00
Discomfort & Additional Training**	59.22	+ \$ 2.00
Fire Stop Work*	30.07	+ \$ 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	\$ 35.10
Discomfort & Additional Training	37.06
Fire Stop Work:	
Journeyworker	17.90

**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
\$ 30.07	\$ 35.30	\$ 40.54	\$ 45.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 31.55	\$ 37.08	\$ 42.61	\$ 48.16

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.90
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2nd term	21.35
3rd term	24.79
4th term	28.23

Discomfort & Additional Training Apprentices:

1st term	\$ 18.89
2nd term	22.52
3rd term	26.16
4th term	29.80

8-91

**Ironworker**

**07/01/2021**

**JOB DESCRIPTION** Ironworker

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone  
Derrickman \$ 67.99

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 41.44

**OVERTIME PAY**

See (B, D1, \*E, Q, \*\*V) on OVERTIME PAGE

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

\*\* Benefits same premium as wages on Holidays only

**HOLIDAY**

Paid: See (18) on HOLIDAY PAGE

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

\*Work stops at schedule lunch break with full day's pay.

**REGISTERED APPRENTICES**

Wage per hour:

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

	1st	2nd	3rd	4th
07/01/2021	\$33.55	\$47.94	\$53.34	\$58.74

Supplemental benefits:

Per hour:				
07/01/2021	\$21.18	\$31.45	\$31.45	\$31.45

9-197D/R

**Ironworker**

**07/01/2021**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2021	01/01/2022
		Additional
		\$ 1.25

Ornamental	\$ 46.15
Chain Link Fence	46.15
Guide Rail	46.15

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker:	\$ 60.05

**OVERTIME PAY**

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



**HOLIDAY**

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

**REGISTERED APPRENTICES**

Apprentices hired before 8/31/2018:

(1/2) year terms at the following percentage of Journeyman's wage.  
5th Term 80%

Supplemental Benefits per hour:

5th Term 54.03

Apprentices Hired after 9/1/18:

1 year terms

1st Term \$ 20.63  
2nd Term 24.22  
3rd Term 27.80  
4th Term 31.38

Supplemental Benefits per hour:

1st Term \$ 17.89  
2nd Term 19.14  
3rd Term 20.40  
4th Term 21.66

4-580-Or

**Ironworker****07/01/2021****JOB DESCRIPTION** Ironworker**DISTRICT 4****ENTIRE COUNTIES**

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

**WAGES**

PER HOUR:

07/01/2021 01/01/2022

Ironworker:

Structural \$ 54.20 Additional \$ 1.75/Hr.  
Bridges  
Machinery

**SUPPLEMENTAL BENEFITS**

PER HOUR PAID:

Journeyman \$ 82.35

**OVERTIME PAY**

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

\*NOTE: Benefits are calculated for every hour paid

**HOLIDAY**

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

**REGISTERED APPRENTICES**

WAGES PER HOUR:

6 month terms at the following rate:

1st \$28.21  
2nd \$28.81  
3rd - 6th \$29.42

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90

4-40/361-Str

**Ironworker****07/01/2021****JOB DESCRIPTION** Ironworker**DISTRICT 4**

## ENTIRE COUNTIES

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

## PARTIAL COUNTIES

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

## WAGES

Per hour: 07/01/2021

Reinforcing &  
Metal Lathing \$ 56.25

"Base" Wage \$ 54.70  
plus \$ 1.55

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

## SUPPLEMENTAL BENEFITS

Per hour:  
Reinforcing & Metal Lathing \$ 38.30

## OVERTIME PAY

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

\*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

Time & One Half \$ 45.08  
Double Time \$ 51.33

## HOLIDAY

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

## REGISTERED APPRENTICES

(1) year terms at the following wage rates:

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

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

## SUPPLEMENTAL BENEFITS

Per Hour:

1st term	2nd term	3rd term	4th Term
\$ 18.17	\$ 21.34	\$ 22.00	\$ 20.50

4-46Reinf

## Laborer - Building

07/01/2021

**JOB DESCRIPTION** Laborer - Building

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

07/01/2021

Laborer \$ 36.40  
plus \$5.05\*\*

Laborer - Asbestos & Hazardous  
Materials Removal \$ 43.10\*

\* Abatement/Removal of:

- Lead based or lead containing paint on materials to be repainted is classified as Painter.
- Asbestos containing roofs and roofing material is classified as Roofer.

\*\* This portion is not subject to overtime premium.

NOTE: Upgrade/Material condition work plan for work performed during non-outage under a wage formula of 90% wage/100% fringe benefits at nuclear power plants.

### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker \$ 27.50

### OVERTIME PAY

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

\*Note: For Sundays and Holidays worked benefits are at the same premium as wages.

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

Level A	Level B	Level C	Level D
0-1000	1001-2000	2001-3000	3001-4000
\$ 21.04	\$ 24.86	\$ 28.69	\$ 32.51

Supplemental Benefits per hour:

Apprentices  
All terms \$ 21.15

8-235/B

### Laborer - Heavy&Highway

07/01/2021

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT** 8

### ENTIRE COUNTIES

Putnam, Westchester

### WAGES

\*\*PUTNAM: APPLIES TO ALL HEAVY & HIGHWAY WORK EXCLUDING HIGHWAYS, STREETS, AND BRIDGES\*\*

GROUP I: Blaster, Quarry Master, Curbs/Asphalt Screedman, Pipe Jacking and Boring Operations Operator, Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drillers(jumbo, joy, wagon, air track, hydraulic), Drill Operator, Self Contained Rotary Drill, Curbs, Raker, Bar Person, Concrete Finisher.

GROUP III: Pavement Breakers, Jeep Operator, Jack Hammer, Pneumatic Tools (all), Gas Driller, Guniting, Railroad Spike Puller, Pipelayer, Chain Saw, Deck winches on scows, Power Buggy Operator, Power Wheelbarrow Operator, Bar Person Helper, Compressed Air lance, Water Jet Lance.

GROUP IV: Concrete Laborers, Asph. Worker, Rock Scaler, Vibrator Oper., Bit Grinder, Air Tamper, Pumps, Epoxy (adhesives, fillers and troweled on), Barco Rammer, Concrete Grinder, Crack Router Operator, Guide Rail-digging holes and placing concrete and demolition when not to be replaced, distribution of materials and tightening of bolts.

GROUP V: Drillers Helpers, Common Laborer, Mason Tenders, Signal Person, Pit Person, Truck Spotter, Powder Person, Landscape/Nursery Person, Dump Person, Temp. Heat.

GROUP VIA: Asbestos/Toxic Waste Laborer-All removal (Roads, Tunnels, Landfills, etc.) Confined space laborer, Bio-remediation, Phyto-remediation, Lead or Hazardous material, Abatement Laborer.

Wages:(per hour) 07/01/2021

GROUP I	\$45.65*
GROUP II	44.30*
GROUP III	43.90*
GROUP IV	43.55*

GROUP V	43.20*
GROUP VIA	45.20*
Operator Qualified	
Gas Mechanic(A Mech)	55.65*
Flagperson	36.85*

\*NOTE: To calculate overtime premiums, deduct \$0.10 from above wages

SHIFT WORK: A shift premium will be paid on Public Work contracts for off-shift or irregular shift work when mandated by the NYS D.O.T. or other Governmental Agency contracts. Employees shall receive an additional 15% per hour above current rate for all regular and irregular shift work. Premium pay shall be calculated using the 15% per hour differential as base rate.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours

Per Hour \$26.10

Over 40 Hours

Per Hour 19.85

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies

For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

#### REGISTERED APPRENTICES

	1st term	2nd term	3rd term	4th term
	1-1000hrs	1001-2000hrs	2001-3000hrs	3001-4000hrs
07/01/2021	\$ 24.56	\$ 28.98	\$ 33.40	\$ 37.72

Supplemental Benefits per hour:

1st term	\$ 4.70 - After 40 hours: \$ 4.45
2nd term	\$ 4.80 - After 40 hours: \$ 4.45
3rd term	\$ 5.30 - After 40 hours: \$ 4.85
4th term	\$ 5.85 - After 40 hours: \$ 5.35

8-60H/H

#### Laborer - Tunnel

07/01/2021

**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)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	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	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60
Benefit 3	66.35	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

07/01/2021

### JOB DESCRIPTION Lineman Electrician

### DISTRICT 6

### ENTIRE COUNTIES

Westchester

### WAGES

Below rates apply to electrical overhead and underground distribution and maintenance work and overhead and underground transmission line work, electrical substations, switching structures, continuous pipe-type underground fluid or gas filled transmission conduit and cable installations, maintenance jobs or projects, railroad catenary installations and maintenance, third rail installations, the bonding of rails and the installation of fiber optic cable. (Ref #14.04.01)

Includes Teledata Work performed within ten (10) feet of high voltage (600 volts or over) transmission lines.

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 57.71	\$ 59.01	\$ 60.41	\$ 61.91
Crane, Crawler Backhoe	57.71	59.01	60.41	61.91
Cable Splicer-Pipe Type	63.48	64.91	66.45	68.10
Digging Mach Operator	51.94	53.11	54.37	55.72
Cert. Welder-Pipe Type	60.60	61.96	63.43	65.01
Tractor Trailer Driver	49.05	50.16	51.35	52.62
Groundman, Truck Driver	46.17	47.21	48.33	49.53
Equipment Mechanic	46.17	47.21	48.33	49.53
Flagman	34.63	35.41	36.25	37.15

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):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

\*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 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:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWest

## Lineman Electrician - Teledata

07/01/2021

**JOB DESCRIPTION** Lineman Electrician - Teledata

**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, Westchester, Wyoming, Yates

## WAGES

Per hour:

For outside work, stopping at first point of attachment (demarcation).

07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 17.50

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:

Journeyman \$ 5.14  
\*plus 3% of  
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

07/01/2021

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal, Lighting

**DISTRICT** 6

### ENTIRE COUNTIES

Westchester

### 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/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 #14.01.03)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 52.56	\$ 53.60	\$ 54.73	\$ 55.95
Crane, Crawler Backhoe	52.56	53.60	54.73	55.95
Certified Welder	55.19	56.28	57.47	58.75
Digging Machine	47.30	48.24	49.26	50.36
Tractor Trailer Driver	44.68	45.56	46.52	47.56
Groundman, Truck Driver	42.05	42.88	43.78	44.76
Equipment Mechanic	42.05	42.88	43.78	44.76
Flagman	31.54	32.16	32.84	33.57

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):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

\*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 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:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

\*The 7% is based on the hourly wage paid, straight time or premium time.

6-1249aWestLT

### Mason - Building

07/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

### ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

### WAGES

Per hour:	07/01/2021	12/06/2021 Additional	06/06/2022 Additional
Tile Setters	\$ 61.07	\$ 0.48	\$ 0.72

### SUPPLEMENTAL BENEFITS

Per Hour:	\$ 24.91* + \$10.01
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\* This portion of benefits subject to same premium rate as shown for overtime wages.

### OVERTIME PAY

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

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

Wage per hour:



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

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6501-7000
07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55* +\$0.66	\$12.55* +\$0.71	\$15.16* +\$0.81	\$15.16* +\$0.85	\$16.16* +\$1.23	\$17.66* +\$1.28	\$18.66* +\$1.63	\$18.66* +\$1.68	\$16.66* +\$5.83	\$21.91* +\$6.32

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

9-7/52A

<b>Mason - Building</b>	<b>07/01/2021</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT** 11

**ENTIRE COUNTIES**

Putnam, Rockland, Westchester

**PARTIAL COUNTIES**

Orange: Only the Township of Tuxedo.

**WAGES**

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.35	\$ 2.39	\$ 2.05
Cement Mason	43.35	2.39	2.05
Plasterer/Stone Mason	43.35	2.39	2.05
Pointer/Caulker	43.35	2.39	2.05

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 \$ 36.05.

**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
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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

<b>Mason - Building</b>	<b>07/01/2021</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Building

07/01/2021	01/01/2022
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Wages per hour:

Mosaic & Terrazzo Mechanic	\$ 58.46	Additional \$ 0.85
Mosaic & Terrazzo Finisher	\$ 56.86	

**SUPPLEMENTAL BENEFITS**

Per hour:

Mosaic & Terrazzo Mechanic	\$ 26.11* + \$11.73
Mosaic & Terrazzo Finisher	\$ 26.11* + \$11.71

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

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.80 from hourly wages before calculating overtime.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

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

**REGISTERED APPRENTICES**

Wages per hour:

(750 Hour) terms at the following wage rate.

	1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2021	\$ 25.82	\$ 28.40	\$ 31.00	\$ 33.58	\$ 36.16	\$ 38.74	\$ 43.91	\$ 49.08

Supplemental benefits per hour:

07/01/2021	\$13.06* +\$9.27	\$14.37* +\$10.19	\$15.67* +\$11.12	\$16.98* +\$12.04	\$18.28* +\$12.97	\$19.59* +\$13.90	\$22.20* +\$15.75	\$24.81* +\$17.60
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Apprentices hired after 07/01/2017:

Wages Per hour:

1st	2nd	3rd	4th	5th	6th
0- 1500	1501- 3000	3001- 3750	3751- 4500	4501- 5250	5251- 6000

07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48
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Supplemental Benefits per hour:

	1st	2nd	3rd	4th	5th	6th
07/01/2021	\$4.59*	\$5.90*	\$15.67*	\$18.28*	\$20.89*	\$23.50*
	+\$6.49	+\$8.34	+\$11.12	+\$12.97	+\$14.83	+\$16.67

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

9-7/3

<b>Mason - Building</b>	<b>07/01/2021</b>
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**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2021 01/01/2022

Building-Marble Restoration: Additional

Marble, Stone & Terrazzo Polisher, etc \$ 46.16 \$ 1.10

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 29.11

**OVERTIME PAY**

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

\*ON SATURDAYS, 8TH HOUR AND SUCCESSIVE HOURS PAID AT DOUBLE HOURLY RATE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

**REGISTERED APPRENTICES**

WAGES per hour:

900 hour term at the following wage:

	1st 1- 900	2nd 901- 1800	3rd 1801- 2700	4th 2701
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16

Supplemental Benefits Per Hour:

07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11
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9-7/24-MP

<b>Mason - Building</b>	<b>07/01/2021</b>
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**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: 07/01/2021 01/03/2022

Marble Cutters & Setters \$ 61.73 \$ 0.95

## SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.76

## 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
\$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 20.01	\$ 21.43	\$ 22.83	\$ 24.25	\$ 25.65	\$ 27.07	\$ 28.47	\$ 29.88	\$ 32.70	\$ 35.51

9-7/4

## Mason - Building

07/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

## ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

## WAGES

Per hour:	07/01/2021	12/06/2021	06/06/2022
Tile Finisher	\$ 46.89	Additional \$ 0.39	Additional \$ 0.58

## SUPPLEMENTAL BENEFITS

Per Hour:

\$ 21.91\*  
+ \$9.84

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

## OVERTIME PAY

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

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

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

9-7/88A-tf

## Mason - Building

07/01/2021

**JOB DESCRIPTION** Mason - Building

**DISTRICT** 9

## ENTIRE COUNTIES

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

## WAGES

Per hour:	07/01/2021	01/01/2022
Marble, Stone, etc. Maintenance Finishers:	\$ 26.73	Additional \$ 0.68

Note 1: An additional \$2.00 per hour  
for time spent grinding floor using  
"60 grit" and below.

Note 2: Flaming equipment operator  
shall be paid an additional \$25.00 per day.

### SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc  
Maintenance Finishers: \$ 14.00

### OVERTIME PAY

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

\*Double hourly rate after 8 hours on Saturday

### HOLIDAY

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

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

1st term apprentice gets paid for all observed holidays.

### REGISTERED APPRENTICES

WAGES per hour:

07/01/2021

0-750	\$21.37
751-1500	\$22.09
1501-2250	\$22.81
2251-3000	\$23.52
3001-3750	\$24.61
3751-4500	\$26.04
4501+	\$26.73

Supplemental Benefits:

Per hour:

0-750	\$ 11.24
751-1500	\$ 11.60
1501-2250	\$ 11.97
2251-3000	\$ 12.35
3001-3750	\$ 12.84
3751-4500	\$ 13.63
4501+	\$ 14.00

9-7/24M-MF

### Mason - Building / Heavy&Highway

07/01/2021

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

**DISTRICT** 9

### ENTIRE COUNTIES

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

### WAGES

Per hour: 07/01/2021 01/03/2022

Marble-Finisher	\$ 48.87	Additional \$ 0.61
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### SUPPLEMENTAL BENEFITS

Journeyworker:  
per hour

Marble- Finisher \$ 35.25

### OVERTIME PAY

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

### HOLIDAY

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

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

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

9-7/20-MF

### Mason - Heavy&Highway

07/01/2021

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 11

### ENTIRE COUNTIES

Putnam, Rockland, Westchester

## PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

## WAGES

Per hour:

	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Bricklayer	\$ 43.85	\$ 2.39	\$ 2.05
Cement Mason	43.85	2.39	2.05
Marble/Stone Mason	43.85	2.39	2.05
Plasterer	43.85	2.39	2.05
Pointer/Caulker	43.85	2.39	2.05

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 \$ 36.05

## OVERTIME PAY

Cement Mason See ( B, E, Q, W, X )

All Others See ( B, E, Q, X )

## 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.

## 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

07/01/2021

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 9

## ENTIRE COUNTIES

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

## PARTIAL COUNTIES

Dutchess: that part of Dutchess County lying south of the North City Line of the City of Poughkeepsie.

## WAGES

NOTE:Construction surveying

Party Chief--One who directs a survey party

Instrument Man--One who runs the instrument and assists Party Chief.

Rodman--One who holds the rod and assists the Survey Crew

Wages:(Per Hour)

07/01/2021

Building Construction:

Party Chief	\$ 76.09
Instrument Man	\$ 60.41
Rodman	\$ 41.11

Steel Erection:

Party Chief	\$ 79.02
Instrument Man	\$ 62.89
Rodman	\$ 44.03

Heavy Construction-NYC counties only:  
(Foundation, Excavation.)

Party Chief	\$ 84.60
Instrument man	\$ 63.79
Rodman	\$ 54.52

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2021
Building Construction	\$ 24.40* +\$ 7.15
Steel Erection	\$ 25.00* +\$ 7.15
Heavy Construction	\$ 25.25* +\$ 7.15

\* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:	\$ 16.45
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**OVERTIME PAY**

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

Code "A" applies to Building Construction and has double the rate after 7 hours on Saturdays.

Code "B" applies to Heavy Construction and Steel Erection and had double the rate after 8 hours on Saturdays.

**HOLIDAY**

Paid:	See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE
Overtime:	See (5, 6, 9, 11, 15, 16, 25) on HOLIDAY PAGE

9-15Db

**Operating Engineer - Building**

**07/01/2021**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

**GROUP I:**

Cranes (All Types up to 49 tons), Boom Trucks, Cherry Pickers (All Types), Clamshell Crane, Derrick (Stone and Steel), Dragline, Franki Pile Rig or similar, High Lift (Lull or similar) with crane attachment and winch used for hoisting or lifting, Hydraulic Cranes, Pile Drivers, Potain and similar.

Cranes (All types 50-99 tons), Drill Rig Casa Grande (CAT or similar), Franki Pile Rig or similar, Hydraulic Cranes (All types including Crawler Cranes- No specific boom length).

Cranes (All types 100 tons and over), All Tower Cranes, All Climbing Cranes irrespective of manufacturer and regardless of how the same is rigged, Franki Pile Rig or similar, Conventional Cranes (All types including Crawler Cranes-No specific boom length), Hydraulic Cranes.

GROUP I-A: Barber Green Loader-Euclid Loader, Bulldozer, Carrier-Trailer Horse, Concrete Cleaning Decontamination Machine Operator, Concrete-Portable Hoist, Conway or Similar Mucking Machines, Elevator & Cage, Excavators all types, Front End Loaders, Gradall, Shovel, Backhoe, etc. (Crawler or Truck), Heavy Equipment Robotics Operator/Mechanic, Hoist Engineer-Material, Hoist Portable Mobile Unit, Hoist (Single, Double or Triple Drum), Horizontal Directional Drill Locator, Horizontal Directional Drill Operator and Jersey Spreader, Letourneau or Tournapull (Scrapers over 20 yards Struck), Lift Slab Console, etc., Lull HiLift or Similar, Master Environmental Maintenance Mechanics, Mucking Machines Operator/Mechanic or Similar Type, Overhead Crane, Pavement Breaker (Air Ram), Paver (Concrete), Post Hole Digger, Power House Plant, Road Boring Machine, Road Mix Machine, Ross Carrier and Similar Machines, Rubber tire double end backhoes and similar machines, Scoopmobile Tractor-Shovel Over 1.5 yards, Shovel (Tunnels), Spreader (Asphalt) Telephie (Cableway), Tractor Type Demolition Equipment, Trenching Machines-Vermeer Concrete Saw Trencher and Similar, Ultra High Pressure Waterjet Cutting Tool System, Vacuum Blasting Machine operator/mechanic, Winch Truck A Frame.

GROUP I-B: Compressor (Steel Erection), Mechanic (Outside All Types), Negative Air Machine (Asbestos Removal), Push Button (Buzz Box) Elevator.

GROUP II: Compactor Self-Propelled, Concrete Pump, Crane Operator in Training (Over 100 Tons), Grader, Machines Pulling Sheep's Foot Roller, Roller (4 ton and over), Scrapers (20 yards Struck and Under), Vibratory Rollers, Welder.

GROUP III-A: Asphalt Plant, Concrete Mixing Plants, Forklift (All power sources), Joy Drill or similar, Tractor Drilling Machine, Loader (1 1/2 yards and under), Portable Asphalt Plant, Portable Batch Plant, Portable Crusher, Skid Steer (Bobcat or similar), Stone Crusher, Well Drilling Machine, Well Point System.

GROUP III-B: Compressor Over 125 cu. Feet, Conveyor Belt Machine regardless of size, Compressor Plant, Ladder Hoist, Stud Machine.

GROUP IV-A: Batch Plant, Concrete Breaker, Concrete Spreader, Curb Cutter Machine, Finishing Machine-Concrete, Fine Grading Machine, Hepa Vac Clean Air Machine, Material Hopper (sand, stone, cement), Mulching Grass Spreader, Pump Gypsum etc, Pump-Plaster-Grout-Fireproofing. Roller (Under 4 Ton), Spreading and Fine Grading Machine, Steel Cutting Machine, Siphon Pump, Tar Joint Machine, Television Cameras for Water, Sewer, Gas etc. Turbo Jet Burner or Similar Equipment, Vibrator (1 to 5).

GROUP IV-B: Compressor (all types), Heater (All Types), Fire Watchman, Lighting Unit (Portable & Generator) Pump, Pump Station (Water, Sewer, Portable, Temporary), Welding Machine (Steel Erection & Excavation).

GROUP V: Mechanics Helper, Motorized Roller (walk behind), Stock Attendant, Welder's Helper, Maintenance Engineer Crane (75 ton and over).

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2021	3/7/2022	3/6/2023
GROUP I			
Cranes- up to 49 tons	\$ 63.86	\$ 65.03	\$ 66.23
Cranes- 50 tons to 99 tons	66.07	67.28	68.53
Cranes- 100 tons and over	75.37	76.77	78.21
GROUP I-A	55.96	56.97	58.01
GROUP I-B	51.60	52.52	53.48
GROUP II	54.00	54.98	55.70
GROUP III-A	52.04	52.97	53.94
GROUP III-B	49.56	50.44	51.35
GROUP IV-A	51.52	52.44	53.40
GROUP IV-B	43.62	44.38	45.17
GROUP V	47.00	47.83	48.69
Group VI-A	54.94	55.93	56.96
GROUP VI-B			
Utility Man	44.61	45.39	46.21
Warehouse Man	46.74	47.57	48.42

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.

Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.

Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2021	03/07/2022	03/06/2023
Journeyworker	\$ 29.17	\$ 29.87	\$ 30.57

#### OVERTIME PAY



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

**HOLIDAY**

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

8-137B

**Operating Engineer - Heavy&Highway**

**07/01/2021**

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

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

**WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane, (Crawler, Truck),  
Dragline, Drill Rig (Casa Grande, Cat, or Similar), Floating Crane (Crane on Barges) under 100 tons, Gin Pole, Hoist Engineer-Concrete (Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger (Truck or Truck Mounted), Boat Captain, Bulldozer-All Sizes, Central Mix Plant Operator, Chipper (all types), Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader (Motor Grader), Elevator & Cage (Materials or Passenger), Excavator (and all attachments), Front End Loaders (1 1/2 yards and over), High Lift Lull and similar, Hoist (Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer (Material), Jack and Bore Machine, Log Skidders, Mill Machines, Mucking Machines, Overhead Crane, Paver (concrete), Post Pounder (of any type), Push Cats, Road Reclaimer, Robot Hammer (Brokk or similar), Robotic Equipment (Scope of Engineer Schedule), Ross Carrier and similar, Scrapers (20 yard struck and over), Side Boom, Slip Form Machine, Spreader (Asphalt), Trenching Machines (Telephies-Vermeer Concrete Saw), Tractor Type Demolition Equipment, Vacuum Truck. Vibratory Roller(Riding) or Roller used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver (Asphalt).

GROUP II-A: Ballast Regulators, Compactor Self Propelled, Fusion Machine, Rail Anchor Machines, Roller (4 ton and over), Scrapers (20 yard struck and under).

GROUP II-B: Mechanic (Outside) All Types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler (High Pressure), Concrete Breaker (Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift (all types), Gas Tapping (Live), Hydroseeder, Loader (1 1/2 yards and under), Locomotive (all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher (Apprentice), Powerhouse Plant, Roller (under 4 ton), Sheer Excavator, Skid Steer/Bobcat, Stone Crusher, Sweeper (with seat), Well Drilling Machine.

GROUP IV: Service Person (Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine (Truck Mounted), Heater (all types), Lighting Unit (Portable), Maintenance Engineer (For Crane Only), Mechanics Helper, Pump (Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck (Sewer Jet or Similar), Welders Helper, Welding Machine (Steel Erection), Well Point System.

GROUP V: 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, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2021	03/07/2022	03/06/2023
Group I	\$ 64.63	\$ 65.97	\$ 67.27
Group I-A	57.02	58.16	59.26
Group I-B	60.06	61.28	62.46
Group II-A	54.61	55.70	56.74
Group II-B	56.31	57.44	58.52
Group III	53.66	54.72	55.74
Group IV	48.80	49.74	50.63
Group IV-B	41.94	42.71	43.43
Group V			
Engineer All Tower, Climbing and			
Cranes of 100 Tons	73.18	74.73	76.24
Hoist Engineer(Steel)	66.29	67.67	69.01

Engineer(Pile Driver)	70.67	72.16	73.61
Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	55.87	56.99	58.06

**SHIFT DIFFERENTIAL:**

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts on all government mandated off-shift work

Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour over the rate listed in the Wage Schedule. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour over the rate listed in the Wage Schedule. Loader and Excavator Operators: over 5 cubic yards capacity \$0.50 per hour over the rate listed in the Wage Schedule. Shovel Operators: over 4 cubic yards capacity \$1.00 per hour over the rate listed in the Wage Schedule.

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 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:

Journeyworker:	07/01/2021	03/07/2022	03/06/2023
	\$ 31.60 up to 40 Hours	\$ 32.60 up to 40 hours	\$ 33.75 up to 40 hours
	After 40 hours \$ 22.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 23.40* PLUS \$ 1.20 on all hours worked	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked

\*This amount is subject to premium

**OVERTIME PAY**

See (B, E, E2, P, \*R, \*\*U) on OVERTIME PAGE

**HOLIDAY**

Paid:..... See ( 5, 6, 8, 15, 25, 26 ) on HOLIDAY PAGE

Overtime..... See ( 5, 6, 8, 15, 25, 26 ) on OVERTIME PAGE

\* For Holiday codes 8,15,25,26 code R applies

\*\* For Holiday Codes 5 & 6 code U applies

Note: If employees are required to work on Easter Sunday they shall be paid at the rate of triple time.

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41
Supplemental Benefits per hour:			
	23.60	24.55	25.70

8-137HH

**Operating Engineer - Heavy&Highway**

**07/01/2021**

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

**DISTRICT** 9

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: South of the North city line of Poughkeepsie

**WAGES**

Party Chief - One who directs a survey party

Instrument Man - One who runs the instrument and assists Party Chief

Rodman - One who holds the rod and in general, assists the Survey Crew

Catogories cover GPS & Underground Surveying

Per Hour: 07/01/2021

Party Chief \$ 81.72

Instrument Man 61.43  
Rodman 52.40

#### **SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

All Catogories  
Straight Time: \$ 25.25\* plus \$7.15

Premium:  
Time & 1/2 \$ 37.88\* plus \$7.15

Double Time \$ 50.50\* plus \$7.15

Non-Worked Holiday Supplemental Benefits:  
\$ 16.45

#### **OVERTIME PAY**

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

\* Doubletime paid on all hours in excess of 8 hours on Saturday

#### **HOLIDAY**

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

9-15Dh

### **Operating Engineer - Heavy&Highway - Tunnel**

**07/01/2021**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway - Tunnel

**DISTRICT 8**

#### **ENTIRE COUNTIES**

Putnam, Westchester

#### **PARTIAL COUNTIES**

Dutchess: All the counties of Westchester and Putnam and the southern part of Dutchess County defined by the northern boundary line of the City of Poughkeepsie, then due east to Route 115, then north along Route 115 to Bedell Road, then east along Bedell Road to Van Wagner Road, then north along Van Wagner Road to Bower Road, then east along Bower Road to Route 44 and along Route 44 east to Route 343, then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to the border line of the State of Connecticut and bordered on the west by the middle of the Hudson River.

#### **WAGES**

GROUP I: Boom Truck, Cherry Picker, Clamshell, Crane(Crawler,Truck), Dragline, Drill Rig Casa Grande(Cat or Similar), Floating Crane(Crane on Barge-Under 100 Tons), Hoist Engineer(Concrete/Crane-Derrick-Mine Hoist), Knuckle Boom Crane, Rough Terrain Crane.

GROUP I-A: Auger(Truck or Truck Mounted), Boat Captain, Bull Dozer-all sizes, Central Mix Plant Operator, Chipper-all types, Close Circuit T.V., Combination Loader/Backhoe, Compactor with Blade, Concrete Finishing Machine, Gradall, Grader(Motor Grader), Elevator & Cage(Materials or Passengers), Excavator(and all attachments), Front End Loaders(1 1/2 yards and over), High Lift Lull, Hoist(Single, Double, Triple Drum), Hoist Portable Mobile Unit, Hoist Engineer(Material), Jack and Bore Machine, Log Skidder, Milling Machine, Moveable Concrete Barrier Transfer & Transport Vehicle, Mucking Machines. Overhead Crane, Paver(Concrete), Post Pounder of any type, Push Cats, Road Reclaimer, Robot Hammer(Brokk or similar), Robotic Equipment(Scope of Engineer Schedule), Ross Carrier and similar machines, Scrapers(20 yards struck and over), Side Boom, Slip Form Machine, Spreader(Asphalt), Trenching Machines, Telephies-Vermeer Concrete Saw, Tractor type demolition equipment, Vacuum Truck, Vibratory Roller (Riding) used in mainline paving operations.

GROUP I-B: Asphalt Mobile Conveyor/Transfer Machine, Road Paver(Asphalt).

GROUP II-A: Ballast Regulators, Compactor(Self-propelled), Fusion Machine, Rail Anchor Machines, Roller(4 ton and over), Scrapers(20 yard struck and under).

GROUP II-B: Mechanic(outside)all types, Shop Mechanic.

GROUP III: Air Tractor Drill, Asphalt Plant, Batch Plant, Boiler(High Pressure), Concrete Breaker(Track or Rubber Tire), Concrete Pump, Concrete Spreader, Excavator Drill, Farm Tractor, Forklift(all types of power), Gas Tapping(Live), Hydroseeder, Loader(1 1/2 yards and under), Locomotive(all sizes), Machine Pulling Sheeps Foot Roller, Portable Asphalt Plant, Portable Batch Plant, Portable Crusher(Apprentice), Powerhouse Plant, Roller(under 4 ton), Sheer Excavator, Skidsteer/Bobcat, Stone Crusher, Sweeper(with seat), Well Drilling Machine.

GROUP IV-A: Service Person(Grease Truck), Deckhand.

GROUP IV-B: Conveyor Belt Machine(Truck Mounted), Heater(all types), Lighting Unit(Portable), Maintenance Engineer(for Crane only), Mechanics Helper, Pump(Fireproofing), Pumps-Pump Station/Water/Sewer/Gypsum/Plaster, etc., Pump Truck(Sewer Jet or similar), Welding Machine(Steel Erection), Welders Helper.

GROUP V-A: Engineer(all Tower Cranes, all Climbing Cranes & all Cranes of 100 ton capacity or greater),Hoist Engineer(Steel-Sub Structure), Engineer-Pile Driver, Jersey-Spreader, Pavement breaker, Post Hole Digger

WAGES: (per hour)

	07/01/2021	03/07/2022	03/06/2023
GROUP I	\$ 64.63	\$ 65.97	\$ 67.27
GROUP I-A	57.02	58.16	59.21
GROUP I-B	60.06	61.28	62.46
GROUP II-A	54.61	55.70	56.74
GROUP II-B	56.31	57.44	58.52
GROUP III	53.66	54.72	55.74
GROUP IV-A	48.80	49.74	50.63
GROUP IV-B	41.94	42.71	43.43
GROUP V-A			
Engineer-Cranes	73.18	74.73	76.24
Engineer-Pile Driver	70.67	72.16	73.61
Hoist Engineer	66.29	67.67	69.01
Jersey Spreader/Post Hole Digger	55.87	56.99	58.06

#### SHIFT DIFFERENTIAL:

A 15% premium on all hours paid, including overtime hours for 2nd, 3rd shifts  
on all government mandated off-shift work

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects. Operators required to use two buckets pouring concrete on other than road pavement shall receive \$0.50 per hour over scale. Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour. Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour. Operators of shovels with a capacity over (4) cubic yards shall be paid an additional \$1.00 per hour. Operators of loaders with a capacity over (5) cubic yards shall be paid an additional \$0.50 per hour.

#### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

	07/01/2021	03/07/2022	03/06/2023
	\$ 23.60	\$ 24.55	\$ 25.70
	+ \$8.00	+ \$8.00	+ \$8.00
(Limited to first 40 hours)		(Limited to first 40 hours)	(Limited to first 40 hours)

#### OVERTIME PAY

See (D, O, \*U, V) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 25, 26) on HOLIDAY PAGE

\* Note: For Holiday codes 5 & 6, code U applies. For Holiday codes 8, 15, 25, 26, code R applies.

Note: If employees are required to work on Easter Sunday, they shall be paid at the rate of triple time.

#### REGISTERED APPRENTICES

(1)year terms at the following rates:

	07/01/2021	03/07/2022	03/06/2023
1st term	\$ 28.51	\$ 29.08	\$ 29.63
2nd term	34.21	34.90	35.56
3rd term	39.91	40.71	41.48
4th term	45.61	46.53	47.41

Supplemental Benefits per hour:

All terms	\$ 23.60	\$ 24.55	\$ 25.70
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**Operating Engineer - Marine Dredging**

**07/01/2021**

**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:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
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	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2021 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$11.38 plus 8%	11.38 plus 8%

of straight time  
wage, Overtime hours  
add \$ 0.33

of straight time  
wage, Overtime hours  
add \$ 0.33

#### OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

#### HOLIDAY

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

4-25a-MarDredge

### Operating Engineer - Survey Crew - Consulting Engineer

07/01/2021

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 9

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: That part in Dutchess County lying South of the North City line of Poughkeepsie.

#### WAGES

Feasibility and preliminary design surveying, any line and grade surveying for inspection or supervision of construction.

Per hour: 07/01/2021  
Survey Classifications

Party Chief	\$ 45.83
Instrument Man	38.17
Rodman	33.34

#### SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 20.60

#### OVERTIME PAY

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

\*Doubletime paid on the 9th hour on Saturday.

#### HOLIDAY

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

9-15dconsult

### Painter

07/01/2021

**JOB DESCRIPTION** Painter

**DISTRICT** 8

#### ENTIRE COUNTIES

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

#### WAGES

Per hour: 07/01/2021

Brush \$ 50.30\*

Abatement/Removal of lead based  
or lead containing paint on  
materials to be repainted. 50.30\*

Spray & Scaffold	\$ 53.30*
Fire Escape	53.30*
Decorator	53.30*
Paperhanger/Wall Coverer	52.93*

\*Subtract \$ 0.10 to calculate premium rate.

#### SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Paperhanger	\$ 31.83
All others	29.81
Premium	33.40**

\*\*Applies only to "All others" category, not paperhanger journeyworker.

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

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

Per hour:	07/01/2021
Appr 1st term...	\$ 19.56*
Appr 2nd term...	25.12*
Appr 3rd term...	30.42*
Appr 4th term...	40.65*

\*Subtract \$ 0.10 to calculate premium rate.

**Supplemental benefits:**

Per Hour:	07/01/2021
Appr 1st term...	\$ 14.72
Appr 2nd term...	18.23
Appr 3rd term...	21.06
Appr 4th term...	26.67

8-NYDC9-B/S

**Painter**

**07/01/2021**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Suffolk, Westchester

**PARTIAL COUNTIES**

Nassau: All of Nassau except the areas described below: Atlantic Beach, Ceadershurst, East Rockaway, Gibson, Hewlett, Hewlett Bay, Hewlett Neck, Hewlett Park, Inwood, Lawrence, Lido Beach, Long Beach, parts of Lynbrook, parts of Oceanside, parts of Valley Stream, and Woodmere. Starting on the South side of Sunrise Hwy in Valley Stream running east to Windsor and Rockaway Ave., Rockville Centre is the boundary line up to Lawson Blvd. turn right going west all the above territory. Starting at Union Turnpike and Lakeville Rd. going north to Northern Blvd. the west side of Lakeville road to Northern blvd. At Northern blvd. going east the district north of Northern blvd. to Port Washington Blvd. West of Port Washington blvd. to St. Francis Hospital then north of first traffic light to Port Washington and Sands Point, Manor HAVen, Harbour Acres.

**WAGES**

Per hour:	07/01/2021
Drywall Taper	\$ 50.30*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2021
Journeyman	\$ 29.81

**OVERTIME PAY**

See (A, H) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

Wages - Per Hour:	07/01/2021
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1500 hour terms at the following wage rate:

1st term	\$ 19.56*
2nd term	25.12*
3rd term	30.42*
4th term	40.65*

\*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

1st year	\$ 14.72
2nd year	18.23
3rd year	21.06
4th year	26.67

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel**

**07/01/2021**

**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:	07/01/2021	10/01/2021
	\$ 51.50	\$ 53.00
	+ 8.63*	+ 9.63*

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:	07/01/2021	10/01/2021
	\$ 10.90	\$ 10.90
	+ 30.00*	+ 30.60*

\* 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	07/01/2021	10/01/2021
1st year	\$ 20.60	\$ 21.20
	+ 3.45*	+ 3.86*
2nd year	\$ 30.90	\$ 31.80
	+ 5.18*	+ 5.78*



3rd year	\$ 41.20 + 6.90*	\$ 42.40 + 7.70*
Supplemental Benefits - Per hour:		
1st year	\$ .25 + 12.00*	\$ .25 + 12.24*
2nd year	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 24.00*	\$ 10.90 + 24.48*

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

8-DC-9/806/155-BrSS

<b>Painter - Line Striping</b>	<b>07/01/2021</b>
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**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 8

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	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:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	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:

	07/01/2021	07/01/2022
1st Term:	\$ 12.50	\$ 12.61
2nd Term:	18.19	18.92
3rd Term:	24.26	25.22

Supplemental Benefits per hour:

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

8-1456-LS

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**Painter - Metal Polisher****07/01/2021**

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**JOB DESCRIPTION** Painter - Metal Polisher**DISTRICT 8****ENTIRE COUNTIES**

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

**WAGES**

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2021

Journeyworker:

All classification \$ 10.64

**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:

	07/01/2021
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	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

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**Plumber****07/01/2021**

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**JOB DESCRIPTION** Plumber**DISTRICT 8****ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

Per hour:

	07/01/2021
Plumber and Steamfitter	\$ 59.01

**SHIFT WORK:**

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 39.26

**OVERTIME PAY**

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

OVERTIME:.... See on OVERTIME PAGE.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

(1)year terms at the following wages:

1st Term	\$ 21.89
2nd Term	25.13
3rd Term	29.01
4th Term	41.43
5th Term	44.45

Supplemental Benefits per hour:

1st term	\$ 16.25
2nd term	18.13
3rd term	21.57
4th term	28.41
5th term	30.11

8-21.1-ST

**Plumber - HVAC / Service**

**07/01/2021**

**JOB DESCRIPTION** Plumber - HVAC / Service

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Putnam, Westchester

**PARTIAL COUNTIES**

Delaware: Only the townships of Middletown and Roxbury

Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

**WAGES**

Per hour: 07/01/2021

HVAC Service \$ 40.68  
+ \$ 4.32\*

\*Note: This portion of wage is not subject to overtime premium.

**SUPPLEMENTAL BENEFITS**

Per hour:

07/01/2021

Journeyworker HVAC Service

\$ 26.54

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

HVAC SERVICE

(1) year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
\$ 18.50	\$ 21.88	\$ 27.31	\$ 33.56	\$ 36.36
+\$2.37*	+\$2.67*	+\$3.22*	+\$3.84*	+\$4.07*

\*Note: This portion of wage is not subject to overtime premium.

Supplemental Benefits per hour:

Apprentices	07/01/2021
1st term	\$ 19.66
2nd term	20.86
3rd term	22.21
4th term	24.02
5th term	25.33

8-21.1&2-SF/Re/AC

## Plumber - Jobbing & Alterations

07/01/2021

**JOB DESCRIPTION** Plumber - Jobbing & Alterations

**DISTRICT** 8

### ENTIRE COUNTIES

Dutchess, Putnam, Westchester

### PARTIAL COUNTIES

Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

### WAGES

Per hour:	07/01/2021
Journeyworker:	\$ 45.83

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

### SHIFT WORK:

When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

### SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 32.96
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### OVERTIME PAY

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

\*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

### HOLIDAY

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

### REGISTERED APPRENTICES

(1) year terms at the following wages:

1st year	\$ 19.88
2nd year	22.06
3rd year	23.90
4th year	33.57
5th year	35.46

Supplemental Benefits per hour:

1st year	\$ 10.74
2nd year	12.65
3rd year	16.58
4th year	22.39
5th year	24.32

**Roofer**

**07/01/2021**

**JOB DESCRIPTION** Roofer

**DISTRICT** 9

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25  
+ \$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: \$ 28.62

**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
\$ 3.72	\$ 14.47	\$ 17.84	\$ 21.55

9-8R

**Sheetmetal Worker**

**07/01/2021**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 8

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

07/01/2021  
SheetMetal Worker \$ 44.15  
+ 3.37\*

\*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 \$ 44.20

**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
\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

\*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices	
1st term	\$ 18.96
2nd term	21.34
3rd term	23.71
4th term	26.11
5th term	28.46
6th term	30.82
7th term	32.72
8th term	34.64

8-38

<b>Sheetmetal Worker</b>	<b>07/01/2021</b>
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**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 52.29	\$ 53.97

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

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2021	8/01/2021
Sign Erector	\$ 51.26	\$ 53.15

**OVERTIME PAY**

See (A, F, S) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 10, 11, 12, 16, 25) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Per Hour:  
6 month Terms at the following percentage of Sign Erectors wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
35%	40%	45%	50%	55%	60%	65%	70%	75%	80%

**SUPPLEMENTAL BENEFITS**

Per Hour:									
07/01/2021									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.34	\$ 16.26	\$ 18.17	\$ 20.10	\$ 28.02	\$ 30.47	\$ 33.72	\$ 36.27	\$ 38.77	\$ 41.29
8/01/2021									
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

4-137-SE

<b>Sprinkler Fitter</b>	<b>07/01/2021</b>
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**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

**WAGES**

Per hour	07/01/2021
Sprinkler Fitter	\$ 47.19

**SUPPLEMENTAL BENEFITS**

Per hour	
Journey person	\$ 28.09

## 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
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47
									1-669.2

## Teamster - Building / Heavy&Highway

07/01/2021

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT** 8

## ENTIRE COUNTIES

Putnam, Westchester

## WAGES

GROUP A: Straight Trucks (6-wheeler and 10-wheeler), A-frame, Winch, Dynamite Seeding, Mulching, Agitator, Water, Attenuator, Light Towers, Cement (all types), Suburban, Station Wagons, Cars, Pick Ups, any vehicle carrying materials of any kind.

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

GROUP E: Off-road Equipment (over 40 tons): Athey Wagons, Belly Dumps, Articulated Dumps, Trailer Wagons.

GROUP F: Off-road Equipment (over 40 tons) Euclid, DJB.

GROUP G: Off-road Equipment (under 40 tons) Athey Wagons, Belly Articulated Dumps, Trailer Wagons.

GROUP H: Off-road Equipment (under 40 tons), Euclid.

GROUP HH: Off-road Equipment (under 40 tons) D.J.B.

GROUP I: Off-road Equipment (under 40 tons) Darts.

GROUP II: Off-road Equipment (under 40 tons) RXS.

WAGES:(per hour)

07/01/2021

GROUP A	\$ 42.47*
GROUP AA	45.27*
GROUP B	43.09*
GROUP BB	42.59*
GROUP C	45.22*
GROUP D	42.92*
GROUP E	43.47*
GROUP F	44.47*
GROUP G	43.22*
GROUP H	43.84*
GROUP HH	44.22*
GROUP I	43.97*
GROUP II	44.34*

\* To calculate premium wage, subtract \$ .20 from the hourly wage.

Note: Fuel truck operators on construction sites addit. \$5.00 per day.

For work on hazardous/toxic waste site addit. 20% of hourly rate.

Shift Differential: NYS DOT or other Governmental Agency contracts shall receive a shift differential of Fifteen(15%)percent above the wage rate

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form 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:

Journeyworker

First 40 hours	\$ 33.64
41st-45th hours	15.18
Over 45 hours	0.26

#### **OVERTIME PAY**

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

#### **HOLIDAY**

Paid: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 9, 15, 25) on HOLIDAY PAGE

8-456

#### **Welder**

**07/01/2021**

#### **JOB DESCRIPTION** Welder

#### **DISTRICT 1**

#### **ENTIRE COUNTIES**

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

#### **WAGES**

Per hour 07/01/2021

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

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

#### **OVERTIME PAY**

#### **HOLIDAY**

1-As Per Trade



## Overtime Codes

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

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

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

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

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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

( 29 )      Juneteenth



New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title \_\_\_\_\_

Description of Work \_\_\_\_\_

Contract Identification Number \_\_\_\_\_

Note: For NYS units, the OSC Contract No. \_\_\_\_\_

6. Location of Project:  
Location on Site \_\_\_\_\_

Route No/Street Address \_\_\_\_\_

Village or City \_\_\_\_\_

Town \_\_\_\_\_

County \_\_\_\_\_

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature





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    06/28/2021**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
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	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
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		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
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	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
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	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	*****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	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023

**NYSDOL Bureau of Public Work Debarment List    06/28/2021**

**Article 8**

DOL	DOL	****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
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	****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		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
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	DOL	****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
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	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
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	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
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

**NYSDOL Bureau of Public Work Debarment List    06/28/2021**

**Article 8**

DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAIR 145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2 REGO PARK NY 11374	04/20/2017	04/20/2022
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 GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
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	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DR MONROE 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		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
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	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
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	DOL		GEOFF CORLETT		415 FLAGGER AVE #302 STUART 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	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARK HORSEHEADS 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	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
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

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DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
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	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
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 WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
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	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
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		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
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	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

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DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
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		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
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		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
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	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022

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DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSIONAL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
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	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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	01/30/2018	01/30/2023

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DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
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		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
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	01/30/2018	01/30/2023
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		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
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		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
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

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DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
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		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	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
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	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
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	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSY 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		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
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 C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022



**NYSDOL Bureau of Public Work Debarment List    06/28/2021**

**Article 8**

DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
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
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

NEW YORK STATE AFFIRMATIVE ACTION REQUIREMENTS

**(BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)**

PART I:

The provisions of this Part I apply to bidders, contractors and subcontractors with respect to those construction trades for which they are parties to collective bargaining agreements with labor organizations and who together with such labor organizations have agreed to the Westchester County, New York area Equal Employment Opportunity Agreement (but only as to those trades as to which there are commitments by labor organizations to specific goals of minority<sup>1</sup> manpower utilization) between the Building Trades Employers Association of Westchester County, the Builder's Institute of Westchester and Putnam counties, various labor organizations, general and specialty contractors and their associations and the minority<sup>1</sup> coalition, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, all of this documents are incorporated herein by reference and are hereinafter cumulatively referred to as the Westchester County Plan.

Any bidder, contractor or subcontractor using one or more trades of construction employees must comply with either Part I or Part II of these Bid Conditions as to each such trade. Thus, a bidder, contractor or subcontractor may be in compliance with these conditions by its inclusion, with its union, in the Westchester Plan as to trade "A," provided there is set forth in the Westchester Plan a specific commitment by that union to a goal of minority<sup>1</sup> manpower utilization for such trade "A," thereby meeting the provisions of this Part II in regard to trade "B" in the instance in which it is not included in the Westchester Plan, and, therefore, cannot meet the provisions of the Part I.

To be eligible for award of a contract under Part I of this invitation, a bidder or subcontractor must execute the certification required by Part III hereof.

PART II:

Coverage:

The provisions of this Part II shall be applicable to those bidders, contractors and subcontractors, who in regard to those construction trades to be utilized on the Project to which these bid conditions pertain.

1. Are not or hereafter cease to be signatories to the Westchester County Plan referred to in Part I hereof;
2. Are signatories to the Westchester County Plan, but are not parties to collective bargaining agreements;
3. Are signatories to the Westchester County Plan but are parties to collective bargaining agreements;
4. Are signatories to the Westchester County Plan but as to which no specific commitment to goals of minority<sup>1</sup>manpower utilization by labor organization have been executed pursuant to the Westchester County Plan; or,

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5. Are no longer participating in an affirmative action plan acceptable to the Industrial Commissioner, including the Westchester County Plan.

B. Requirement - An Affirmative Action Plan:

The bidders, contractors and subcontractors described in paragraphs 1 through 5 aforementioned will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority<sup>1</sup>manpower utilization<sup>1</sup> and specific affirmative action steps set forth in Section B1 and 2 of the Part II directed at increasing minority<sup>1</sup>manpower utilization by means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B3 of this Part II.

1. Goals and Timetables: The goals of minority<sup>1</sup>manpower utilization required of the bidder and subcontractors are applicable to each trade not otherwise bound by the provisions of Part I hereof which will be used on the project in Westchester County, New York (hereinafter referred to as the Westchester area) shall be 11.0% to 13.0%.

The percentage goals of minority<sup>1</sup>utilization aforementioned are expressed in terms of manhours of training and employment as a proportion of the total manhours to be worked by the Bidder's, contractor's and subcontractor's entire work force in that trade on all projects (both state and non-state) in the Westchester County Area during the performance of its contract or subcontract. The manhours for minority<sup>1</sup> work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority<sup>1</sup> employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority<sup>1</sup> manpower utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. However, where minority<sup>1</sup> journeymen are not available, minority<sup>1</sup> trainees in pre-apprenticeship, apprenticeship, journeyman training or other training programs may be used.

In order that the non-working training hours of trainees may be counted in meeting the goal, such trainees must be employed by the Contractor during the training period, the contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of employment opportunities, and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the Westchester County Plan with respect to the nature, extent and duration of training offered.

<sup>1</sup> "Minority" is defined as including African Americans, Spanish surnamed Americans, Asians and Native Americans, and includes both men and women. Discriminations based on race, creed, color, religious belief, gender, age, national origin, physical or mental disability, marital status or veteran status is strictly prohibited.

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**(BID CONDITIONS - EQUAL EMPLOYMENT OPPORTUNITY)**

A contractor or subcontractor shall be deemed to be in compliance with the terms and requirements of this Part II by the employment and training of minorities in the appropriate percentage of his aggregate work force in the Westchester County Area for each trade for which it is committed to a goal under this Part II.

However, no contractor or subcontractor shall be found to be in non-compliance solely on account of its failure to meet its goals within its timetables, but such contractor shall be given the opportunity to demonstrate that it has instituted all of the specific affirmative action steps in this Part II and has made every good faith effort to make these steps work toward the attainment of its goals within its timetables, all to the purpose of expanding minority manpower utilization on all of its projects in the Westchester County area.

In all cases, the compliance of bidder, contractor, or subcontractor will be determined in accordance with its respective obligations under the terms of these Bid Conditions. Therefore, contractors or subcontractors who are governed by the provisions of this Part II shall be subject to the requirements of that Part regardless of the obligation of its prime contractor or low tier subcontractors.

All bidders and all contractors and subcontractors performing work on projects subject to these Bid Conditions hereby agree to inform their subcontractors of their respective obligations under the terms and requirements of these Bid Conditions, including the provisions relating to goals of minority employment training.

2. Specific Affirmative Action Steps: Bidders, contractors and subcontractors subject to this Part II must engage in affirmative action directed at increasing minority manpower utilization, which is at least as extensive and as specific as the following steps:

- a. The contractor shall notify community organizations that the contractor has employment opportunities available and shall maintain records of the organizations' responses.
- b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker, and if the worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file shall document this and the reasons therefor.
- c. The contractor shall promptly notify the Town when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

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- d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.
- e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in company newspapers, annual reports, etc., by conducting staff, employee and union representatives' meeting to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.
- f. The contractor shall disseminate his EEO policy externally by informing and discussion it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussion it with all subcontractors and suppliers.
- g. The Contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority recruitment organizations, schools with minority students, minority recruitment organizations, and minority training organizations, within the contractor's recruitment area.
- h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.
- i. The contractor shall validate all main specifications, selection requirements, tests, etc.
- j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.
- k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training programs relevant to the contractor's employee needs consistent with its obligations under this Part II.
- l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.
- m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.
- n. The contractor shall make certain that all facilities and company activities are non-segregated.
- o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

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- p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions, including circulation of minority contractor associations.

3. Contractors and Subcontractors Deemed to be Bound by Part II: In the event a contractor or subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Industrial commissioner, including the Westchester County Plan, he shall be deemed to be committed to Part II of these Bid Conditions. Further, whenever a contractor or subcontractor, who at the time of bidding is eligible under Part II of these Bid Conditions, uses trades not contemplated at the time he submits his bid, he shall be committed to Part II for those trades. Whenever a contractor or subcontractor is deemed to be committed to Part II of these Bid Conditions, he shall be considered to be committed to a manpower utilization percentage goal of the minimum range for that trade for the appropriate year.

4. Subsequent signatory to the Westchester County Plan: Any contractor or subcontractor subject to the requirements of this Part II for any trade at the time of the submission of his bid who together with the labor organization with whom it has a collective bargaining agreement subsequently becomes a signatory to the Westchester County Plan, either individually or through an association, may meet its requirements under these Bid conditions for such trade, if such contractor or subcontractor executes and submits a new certification committing himself to Part I of these bid conditions. No contractor or subcontractor shall be deemed to be subject to the requirements of Part I until such certification is executed and submitted.

5. Non-discrimination: In no event may a contractor or subcontractor utilize the goals, timetables or affirmative action steps required by this Part II in such manner as to cause or result in discrimination against any person on account of race, color, religion, sex or national origin.

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PART III: Certifications

A. Bidders' Certifications:

A bidder will not be eligible for award of a contract under this Invitation for bids unless such bidder has submitted as part of its bid the following certification, which will be deemed a part of the resulting contract:

**BIDDER'S CERTIFICATION**

\_\_\_\_\_ certifies that:  
(Bidder)

It intends to use the following listed construction trades in the work under the contract \_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_; and

1. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of that Plan, those trades being: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_; and/or

b. As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these said conditions, those trades being: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_; and

2. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

\_\_\_\_\_  
(Signature of authorized representative of Bidder)

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**SUBCONTRACTORS' CERTIFICATION**

\_\_\_\_\_ certifies that:  
(Subcontractor)

1. It intends to use the following listed construction trades in the work under the subcontract \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and;

2. a. As to those trades set forth in the preceding paragraph on hereof for which it is eligible under Part I of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County Plan on all construction work (both state and non-state) in the Westchester County area subject to these Bid Conditions, those trades being: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and/or;

b. As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid conditions, it adopts the minimum minority manpower utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both state and non-state) in the Westchester County area subject to these Bid Conditions, those trades being: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

and/or;

3. It will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

\_\_\_\_\_  
(Signature of authorized representative of Bidder)

In order to ensure that the said subcontractor's certification becomes a part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the Town has determined, in writing, that the said certification has been incorporated in such subcontract, regardless of tier. Any subcontract executed without such written approval shall be void.



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C. Materiality and Responsiveness: The certifications required to be made by bidders pursuant to these Bid Conditions is material, and will govern the bidder's performance on the project and will be made a part of his bid. Failure to submit the certification will render the bid non-responsive.

Part IV: Compliance and Enforcement

Contractors are responsible for informing their subcontractor (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification with a contractor debarred from, or who is determined not to be a "responsible" bidder for, state contracts and state-assisted construction contracts. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency or the contracting agency. Any bidder, contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in noncompliance with these Bid Conditions.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with the Equal Opportunity Clause of its contract, with respect to matters not covered in the Westchester County Plan or in Part II of these Bid Conditions.

Violations of any substantial requirement in the Westchester County Plan by a contractor or subcontractor covered by Part I of these Bid Conditions including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade's goal of minority manpower utilization, or of the requirements of Part II hereof by a contractor or subcontractor who is covered by Part II shall be deemed to be noncompliance by such contractor or subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of appropriate sanctions and penalties.

Each agency shall review its contractors' and subcontractors' employment practices during the performance of the contract. If the agency determines that the Westchester County Plan no longer represents effective affirmative action, it shall so notify the New York State Department of Labor which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions, if the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made very good faith effort to meet those goals, the contractor or subcontractor shall be presumed to be in compliance with its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In judging whether a contractor or subcontractor has met its goals, the

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agency will consider each contractor's or subcontractor's minority manpower utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with its obligations under these Bid conditions, the agency shall take such action and impose such sanctions as may be appropriate. When the Agency proceeds with such formal action, it has the burden of proving that the contractor has not met the requirements of these Bid Conditions, but the contractor's failure to meet his goals shall shift to him the requirement to come forward with evidence to show that he has met the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables.

Contractors and subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the Department of Labor.

For the information of bidders, a copy of the Westchester County Plan may be obtained from the contracting officer.

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**NON-DISCRIMINATION CLAUSE**

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

b. The Contractor will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the Commission of Human Rights, advising such labor union or representative of the Contractor's agreement under clauses "a." through "h." hereinafter called "non-discrimination clauses," and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or membership because of race, creed, color or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, color or national origin. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, compensation, and selection for training or retraining including apprenticeship and on-the-job training. Such notice shall be given by the Contractor, and such written agreement shall be made by such labor union or representative, prior to the commencement of performances of this contract. If such labor union or representative fails or refuses so to agree in writing, the Contractor shall promptly notify the Commission for Human Rights of such failure or refusal.

c. The Contractor will post and keep posted in conspicuous places, available to employees and applicants for employment, notices to be provided by the Commission for Human Rights setting forth the substance of the provisions of clauses "a." and "b." and such provisions of the State's Laws against discrimination as the Commission for Human Rights shall determine.

d. The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, or national origin.

e. The Contractor will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will, permit access to his books, records, and accounts by the Commission for Human Rights, and Owner representatives/counsel for purposes of

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investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.

f. This Contract may be forthwith cancelled, terminated, or suspended in whole or in part, by the contracting agency upon the basis of a finding made by the Commission of Human Rights that the contractor has not complied with these non-discrimination clauses, and the Contractor may be declared ineligible for future contracts made by or on behalf of the Owner/Contracting Agency until he satisfied the Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. such finding shall be made by the Commission for human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the Contractor and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies otherwise provided by law.

g. If this Contract is cancelled or terminated under clause "f.," in addition to other rights of the Owner provided in this contract upon its breach by the Contractor, the Contractor will hold the Owner harmless against any additional expenses or cost incurred by the Owner in completing the work in or in purchasing the services, materials, equipment, or supplies contemplated by this contract, and the Owner may withhold payments from the Contractor in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.

h. Contractor will include the provisions of clauses "a." through "g." in every subcontract or purchase order in such a manner that such provisions will be binding upon each subcontractor or vendor as to operations to be performed within jurisdictional locale of the project being contracted by the Owner. The Contractor will take such action in enforcing such provisions of such subcontract or purchase as the owner/Contracting Agency may direct, including sanctions or remedies for non-compliance. If the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Contracting Agency/Owner, the contractor shall promptly so notify the owner's representatives/counsel, requesting him to intervene and protect the interests of the owner (Contracting Agency's jurisdictional area).

**NOTE:** The headings of the articles herein are intended for the convenience of reference only and shall not be considered as having any bearing on their interpretation.

## **GENERAL CONDITIONS**

### **PART 1**

#### **101 DEFINITIONS**

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Owner and the Contractor.
- b. The term "Owner" means the Town of Greenburgh, which is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Owner to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the area shown on the drawing in the immediate vicinity of the work, unless otherwise defined in the Special Conditions. No private property is included unless the Town has obtained an easement.
- f. The term "Engineer" or "Architect" means the Town Engineer of the Town of Greenburgh, or such of his subordinates or assistants as have Project Engineer status: or if a Consulting Engineer is employed to perform construction management and inspection then this term shall apply to said Consulting Engineer and those subordinates and assistants that have Project Engineer status. A list of authorized Project Engineers will be furnished to the Contractor on request.
- g. The term "Town" means the Town of Greenburgh, New York, within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.

- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished; the quality of workmanship required; measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Owner to prospective Bidders prior to the time of receiving Bids.

## **102 SUPERINTENDENCE BY CONTRACTOR**

- a. Except where the Contractor is an individual and gives his personal superintendence to the work the Contractor shall provide a competent superintendent, satisfactory to the Owner, for the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of his work. Should, in the opinion of the Owner, any language barrier exist between the superintendent and the Owner, the Contractor shall furnish a qualified interpreter.
- b. The Contractor shall lay out his own work including all survey required and he shall be responsible for all work executed by him under the Contract. He shall verify all figures, elevations, etc. before proceeding with the work or ordering materials and will be held responsible for any error resulting from his failure to do so and will correct same to the satisfaction of the Town at no additional cost.

## **103 SUBCONTRACTS**

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until he has received written approval of such Subcontractor from the Owner.
- b. The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them as he is for the acts and omissions of persons directly employed by him. All subcontractors must have adequate superintendence on the work site when they are performing work.

- c. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.
- d. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Owner.
- e. The Contractor shall not subcontract more than 50% of the total work of this contract.

#### **104 OTHER CONTRACTS**

The Owner reserves the right to let other Contracts in connection with this work or to perform work related to this project with his own forces. The Contractor shall offer other Contractors and the Owner reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate his work with theirs. The Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other Contracts as may be directed by the Owner. The Contractor shall not permit or commit any act which will interfere with the performance of work by any other Contractor as scheduled.

Wherever work being done by the Town or Municipal forces, or other Contractors is contiguous to work covered by this contract, the respective rights of the various interests involved shall be established by the Owner, to secure the completion of the various portions of the work in general harmony.

If any part of the Contractor's work depends for proper execution or results upon the work of others, the Contractor shall inspect and promptly report to the Engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.

#### **105 RESPONSIBILITIES OF CONTRACTOR**

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

## **106 FITTING AND COORDINATION OF THE WORK**

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or Suppliers engaged upon this Contract. He shall be prepared to guarantee to each of Subcontractors, the locations and measurements which they may require for the fitting of their work to all surrounding work. The Contractor shall, at his own expense, effect all cutting, fitting, or patching of his work required to make the same conform to the Contract Drawings and specifications and except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor.

## **107 MUTUAL RESPONSIBILITY OF CONTRACTOR**

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify the Contractor, who shall defend at his own expense any suit bared upon such claim, and, in any judgment or claims against the Owner shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Owner and Engineer.

## **108 ASSIGNMENT OR NOVATION**

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the Owner; provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Owner. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

## **109 PROGRESS SCHEDULE**

The Contractor shall submit within seven (7) calendar days after award a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- a. The project name, number and geographic location.
- b. The contract time, contract beginning date and ending date.
- c. The time of beginning and completion of each significant phase of this contract.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Owner. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Owner.



The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used.

## **110 COMMUNICATIONS**

- a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.
- b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage prepaid enveloped or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to such office.
- c. All papers required to be delivered to the Owner shall, unless otherwise specified in writing to the Contractor, be delivered to the Town Engineer, Greenburgh Town Hall, 177 Hillside Avenue, White Plains, NY 10607, and any notice to or demand upon the Owner shall be sufficiently given if so delivered, or if deposited in the United States Mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Owner at such address, or to such other representatives of the Owner or to such other address as the Owner may subsequently specify in writing to the Contractor for such purpose.
- d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

## 111 PAYMENTS TO CONTRACTOR

### a. Partial Payments

1. The Engineer shall prepare an estimate of the work performed for partial payment as of a mutually agreed upon date at least 30 days after the beginning of work, and approximately every 30 days thereafter. The amount of the payment due the Contractor shall be determined by adding the total value of work completed to date and deducting (1) ten percent (10%) of the total amount, to be retained until final payment and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices, if any, contained in the Agreement.

There will be no payments or partial payments to the Contractor for materials purchased and stored/stockpiled on the project site.

2. Monthly or partial payments made by the Owner to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the owner in all details.

### b. Final Payment

1. After final inspection and acceptance by the Owner of all work under the Contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed without retainage less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with a release in satisfactory form of all claims against the Owner, arising under and by virtue of his Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.

2. The Owner, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Owner deems the same necessary in order to protect its interior. The Owner, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts of any payment so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.
3. The Contractor shall furnish a maintenance bond in full amount of the Contract plus change orders, if any, to guarantee his work for a period of one (1) year from the date of final payment.
4. If it was necessary for the Owner to expend money for labor, materials or equipment on this project because the Contractor failed to perform satisfactorily or promptly, and a bill for such sum remains unpaid, the Owner may deduct this sum from partial payments or the final payment. Furthermore, if the specifications provide for certain work to be done by the Owner with the fee or cost to be borne by the Contractor, and a bill for such services remains unpaid, the Owner may deduct this sum from the partial or the final payment.
5. Withholding of any amount due the Owner under the section entitled "LIQUIDATED DAMAGES" shall be deducted from the final payment due the Contractor. At the Owner's option, liquidated damages may be deducted from any partial payment.

c. Withholding Payments

Notwithstanding the above, the Owner may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Owner and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claims or disputes between the Contractor and his Subcontractors or material dealers, or to withhold any monies for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

d. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Owner shall be made subject to submission by the Contractor of all written certifications required of him and his Subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

**112 CHANGES IN THE WORK**

- a. The Owner may make changes in the work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting work therefrom, without invalidating the Contract.
- b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.
- c. The Contractor agrees to perform any of the aforementioned changed work, along with all other required work found under the Contract, without delay and in accordance with good construction practices.
- d. These changes outlined above may be made without relieving or releasing the Contractor from any of his obligations under the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is provided otherwise.
- e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.
- f. If applicable unit prices are contained in the Agreement (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. Payment for unit price overruns, due to change orders, may be withheld until Town Board approval is obtained.

- g. If applicable unit prices are not contained in the Agreement, the Owner shall, before ordering the Contractor to proceed with desired changes, request and itemized proposal from him covering the work involved in the change after which the procedure shall be as follows:

1. If the change in the work involves additional work, the procedure shall be as follows:

- (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
- (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a Cost-Plus Basis. A Cost-Plus Basis is defined as the net cost of the work to the Contractor plus an allowance to cover overhead and profit as stipulated below:

"Net cost of the work" is defined as (1) gross cost of labor plus (2) net cost of materials plus (3) gross cost of equipment.

- (1) "Gross cost of labor" is defined as net cost of labor plus fringe benefits.

"Net cost of labor" is defined as the cost of required labor based on the prevailing rates established by the State Labor Department and stated in the Contract Document. No part of any salary for employees above the grade of foreman, and having general supervision of this work, will be included in this item.

"Fringe benefits" are defined as all insurances, taxes and other benefits for the employee required by law or by union contract. In lieu of an item-by-item determination of the actual value of such fringe benefits, all fringe benefits are hereby determined to total an amount of 40% of net cost of labor, and the Contractor in submitting his bid agrees that this percentage shall be used, regardless of whether actual fringe benefits are more or less than this amount.

- (2) "Net cost of materials" shall be defined as the cost of all materials incorporated in the work, including delivery charges, less any allowable cash discounts, as shown by receipted bills.

- (3) "Gross cost of equipment" is defined as the "net cost of equipment" plus an allowance of 10% for fuel and lubricants.

"Net cost of equipment" shall be defined as a rental rate which is reasonable and based on rental rates prevailing in the area where the work is to be done. Such rental rate shall be negotiated, and shall be agreed upon in writing before the work is begun. However, in no case shall the rental rates exceed the rates set forth in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment."

The cost of furnishing small tools and accessories and materials used for construction but not incorporated in the work shall be considered as part of the Contractor's overhead, and shall not be included in the "net cost of the work."

An allowance of 15% will be added for overhead and profit to "gross cost of labor" and "Net cost of Materials" and is hereby stipulated to be in lieu of an actual determination of overhead and profit. The Contractor in submitting his bid agrees that this allowance shall be used, regardless of whether actual overhead and profit is more or less than this amount.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, but the price agreed upon shall be the total compensation allowed for use of such equipment.

2. If the change in the work requires a reduction in the work involved, the procedure shall be as follows:
- (a) If the proposal is acceptable, the Owner will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
  - (b) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit. The Owner may then order the Contractor to proceed with the work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, he may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS.

- h. Each Change Order shall include in its final form:
  - 1. A detailed description of the change in the work.
  - 2. The Contractor's proposal (if any) or a confirmed copy thereof.
  - 3. A definite statement as to the resulting change in the Contract price and/or time.
  - 4. The statement that the Change Order is subject to the approval of the Town Board.
- i. Contractor shall not take advantage of any obvious error in the specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents shall be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the work in a satisfactory and acceptable manner.
- j. Change Orders shall in general be in writing. If a Contractor claims that a change order was given to him orally, his claim shall be invalid unless such oral change order was given by an authorized Engineer as defined in Section 101f. of this Contract, and further unless such oral change order was confirmed in writing within 24 hours of the giving of the alleged oral change order.
- k. When change orders, or claims involve a Subcontractor, no surcharge will be allowed the Contractor for handling, processing, supervision, or coordination.

### **113 CLAIMS FOR EXTRA COST**

- a. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.

- b. As soon as practicable after the final submission of all information the Owner shall make a determination of any claim. Said decision of the Owner shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Owner shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.
- c. There shall be no added compensation paid for delay to the Contractor unless the Owner causes said delay by a material breach of this Contract, and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.
- d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonably estimated from the Drawings and maps issued.
- e. If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections - "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS.
- f. In the event of an unfavorable decision by the Owner, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

#### **114 NO OPTIONS PAID**

It shall be clearly understood that there will be no payment for materials incorporated into the work (other than that shown on the Contract Drawings or specified) unless ordered by the Engineer.



## **115 TIME AND MATERIALS WORK NOTIFICATION**

Should the Contractor perform work in accordance with the General Conditions, "CHANGES IN THE WORK", he shall give a minimum of 24 hours advance written notice prior to his anticipated beginning any work on a Cost-Plus Basis, to the Owner and specifically the Town Engineer.

## **116 TERMINATION; DELAYS AND EXTENSIONS**

- a. Termination of Contract. For its own convenience the Owner may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Owner will not be liable to the Contractor for any claims or losses including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Owner may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Owner, the Owner shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate charges of the Owner against the Contractor:

1. All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or re-sale of materials ordered; and
2. On Lump Sum projects, a mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work that is completed and in place in accordance with the Contract Drawings and Specifications will be allowed. On unit price contracts, allowances for profit and overhead shall be considered to have been included in each of the Contractor's original unit price bid. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Owner may give notice in writing to the Contractor and his Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

- (a) Failure to begin the work under the Contract within the time specified.
- (b) Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- (c) Unsuitable performance of the work or failure to perform anew such work as shall be rejected as defective and unsuitable.
- (d) Neglecting or refusing to remove material rejected as defective and unsuitable.
- (e) Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
- (f) Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
- (g) Becoming insolvent or declared bankrupt or commits any act of bankruptcy or insolvency.
- (h) Allowing any final judgment to stand against him unsatisfied for a period of ten (10) calendar days.
- (i) Making any assignment for the benefit of creditors.
- (j) Violating any covenants contained in the Contract Documents.
- (k) Failure to eliminate unsafe conditions within 12 hours.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Owner, the Owner may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Owner may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable

and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Owner together with the cost of completing the work under Contract shall be deducted from any monies due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Owner the amount of said excess.

b. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

1. To any acts of the Government, including controls or requisitioning of materials, equipment, tools, or by labor by reason of war, National Defense, or any other national emergency.
2. To any acts of the Owner caused an injunction or litigation against said Owner, by a third party.
3. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
4. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "b".

Provided, however, that the Contractor promptly notify the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the Facts and the terms of this Contract, the delay is properly excusable, the owner shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Owner or Town by reason of any delay.

- c. Liquidated Damages for Delay. If the work is not completed within the time stipulated in Section - TIME OF COMPLETION under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner as fixed, agreed, and as liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and his sureties shall be liable to the Owner for the amount thereof. Neither permission given by the Owner for the Contractor to continue the work after the time fixed for completion, nor the inspection and acceptance of such work, shall be deemed a waiver on the part of the Owner of any of his rights under this Contract.

#### **117 ENGINEER'S AUTHORITY**

The Engineer will decide all questions which may arise in relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

#### **118 TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS**

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy within the Contract Drawings or within the Technical Specifications, the matter shall be immediately submitted to the Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

#### **119 REQUESTS FOR SUPPLEMENTARY INFORMATION**

It shall be the responsibility of the Contractor to make timely requests of the Owner for any additional information not already in his possession which should be furnished by the Owner under the terms of this Contract, and which he will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed

in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in his work or to others arising from his failure to comply fully with the provisions of this Section.

## **120 SHOP DRAWINGS**

Shop drawings are required for all manufactured items. In the case of reinforced concrete, details of reinforcing bars and form construction and materials shall be submitted in the same manner as shop drawings.

- a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in three (3) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Two (2) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size shall be 24" x 36".
- b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at his own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of his failure in this respect.
- c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

- d. By submitting shop drawings, etc., the Contractor thereby represents that he has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that he has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Contract Documents.
- e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/ or other reasons, the Contractor shall make specific mention of such variation in his letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/ or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.
- f. After review, the submittals will be stamped "Approved" "Approved as Noted," "Resubmit" or "Disapproved." Two (2) prints of "Approved" or "Approved as Noted" drawings will be returned to the Contractor for his use and distribution to his suppliers and/or Subcontractors. In the case of those stamped "Resubmit" or "Disapproved" two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit (3) prints.
- g. In any submission which is noted as "Approved" or "Approved as Noted," the review shall not extend to details or dimensions and shall not relieve the Contractor from his responsibility for compliance with the Contract Drawings and specifications.
- h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., three (3) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.
- i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.
- j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Owner with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.
- k. There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost thereof shall be considered as included in the general cost of the work.

## 121 SAMPLES, CERTIFICATES AND TESTS

- a. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.
- b. Samples. Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. He shall provide means and assist in the verification of all scales, measures and other devices which he operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Owner, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their preparation and/or use. All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.
- c. Certified Test Report. A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and specifications, and shall also include the following information:
  1. Item number and description of material;
  2. Date of manufacture;
  3. Date of testing;
  4. Name or organization to whom the material is consigned;
  5. Quantity of material represented, such as batch, lot, group, etc.
  6. Means of identifying the consignment, such as label, marking, lot number, etc.
  7. Date and method of shipment;
  8. Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

- d. **Materials Certificate.** A materials certificate shall be a document certifying that the materials, components and equipment furnished; conform to all requirements of the Contract Drawings and specifications. The document shall also include the following information:

1. Project to which the material is consigned.
2. Name of Contractor to whom material is supplies
3. Item number and description of material.
4. Quantity of material represented by the certificate.
5. Means of identifying the consignment, such as label, marking, lot numbers, etc.
6. Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

- e. **Certificate of Compliance.** A certificate of compliance shall be a document certifying that the materials, components and equipment covered by the previously submitted certified test report and materials certificate, have been installed in the work and that conform to all the requirements of the Contract Drawings and specifications. The following information shall also be required on the document:

1. Project number;
2. Item number and description of material;
3. Quantity represented by the certificate;
4. Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

- f. **Tests.** Tests as required by the Specifications will be made in accordance with the latest revision to the standard method in effect at the time of bidding of the American Society of Testing Materials, the New York State Department of Transportation, the American Water Works Association, the American Association of State Highway and Transportation Officials or any other organization that is recognized as an authority on a particular



material unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use. Materials will be rejected by the Engineer whenever, in his judgment, they fail to meet the requirements of the specifications.

The Owner reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

- g. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract Requirements. After actual deliveries, the Engineer will have such check tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment within reasonable and practical limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

The Engineer may at his discretion waive testing of extremely minor quantities of material when such material is obtained from sources that are prevalently on test.

- h. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follows:
  - 1. The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, including those samples taken on the project by the Engineer. The Owner shall pay all other testing costs of said samples.
  - 2. The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements.
  - 3. The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

## **122 MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.
- b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.
- c. The Contractor shall furnish to the Owner for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which he proposes to incorporate in the work. See Section - SAMPLES, CERTIFICATES AND TESTS.
- d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.
- e. Materials specified by reference to the number or symbol of a specific standard, such as an ASTM Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type,

class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

- f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in his opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the Engineer.
- g. The Owner may stop any worker, any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist. Any action by the Owner under this provision shall not be deemed a cause of delay and no extensions of permitted time will be granted because of such action.
- h. In the event the materials furnished or the work performed deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Owner, constitutes substantial performance, the Owner may accept the same. Should the deviation in question result in a savings to the Contractor the Owner will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor, the Owner will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

## **123 PERMITS AND CODES**

- a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local by-laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Owner and Engineer and all of its officers, agents and servants against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or his employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc. and shall immediately report any discrepancy to the Owner. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc. the Owner will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc. , including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Owner, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

- b. Unless otherwise specified, the Contractor shall at his own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for the making of water taps and the supplying of any equipment required by the Regulations of the Consolidated Water District, Electrical Underwriters permits, and any other permits required by the regulatory body or any of its agencies.
- c. The Contractor shall comply with applicable Local/ State/Federal laws, ordinances, codes, etc. governing noise, the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

## **124 CARE OF WORK**

- a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Owner.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

- b. The Contractor shall at his sole expense and without any additional cost to the owner provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.
- c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Owner, is authorized to act at his discretion to prevent such threatened loss or injury, and he shall so act. He shall likewise act if instructed to do so by the Owner. Any compensation claimed by the Contractor on account of such emergency work will be reviewed by the Town Engineer to determine its validity. If compensation is determined to be valid then it will be determined by the Owner as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.
- d. The Contractor shall avoid damage as a result of his operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and he shall at his own expense completely repair any damage thereto caused by his operations. If any damage is not repaired or acceptable arrangements for repair are not made within a reasonable period of time, the Commissioner may act to repair such damage by Town forces or using another contractor employed for that purpose, and the costs of such repair shall be deducted from any payments due the Contractor. If a damage claim has been referred by the Contractor to his insurance company, such referral shall in no way relieve the Contractor of his responsibilities.

## 125 ACCIDENT PREVENTION

- a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of his prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Owner may determine to be reasonably necessary.

Machinery equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest rules and regulations of OSHA, to the extent that such provisions are not in contravention of applicable law. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

- b. The Contractor shall maintain an accurate record of all cases of death occupational disease and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment of the work under this Contract in accordance with the requirements of the applicable State/Local/ Federal regulations. The Contractor shall promptly furnish the Owner with reports concerning these matters.
- c. The Contractor shall indemnify and save harmless the Owner, Town of Greenburgh and the Engineer from any and all claims for damages resulting from personal injury death and/or property damage suffered or alleged to have been suffered by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

**128      REMOVAL OF DEBRIS, CLEANING, ETC.**

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, prior to final inspection, he shall remove all temporary construction facilities, debris and unused materials provided for the work, and restore the whole site of the work and public rights of way to a condition satisfactory to the Engineer. Trash burning on the site of the work will be subject to prior approval of the Owner and existing Local/State/Federal regulations.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

**129      LAYOUT OF WORK**

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price.

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and Safe guarding of all control points and bench marks set by the Engineer and his own forces. Any replacement or reestablishment of control points or bench marks by the Engineer, shall be at the expense of the Contractor. The required horizontal and vertical control necessary to perform this work is furnished on the Contract Drawings.

**131      INSPECTION/ ACCEPTANCE OF THE WORK**

All materials and workmanship shall be subject to inspection, examination or test by the Owner and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Owner or Engineer shall have the right to reject defective material and workmanship or require its correction. The Owner or Engineer shall have the right to reject materials which have not been approved prior to incorporation in the work, and the right to reject work that has been performed without inspection. Rejected materials shall be removed and

replaced without charge. Rejected workmanship shall be corrected if possible to the Engineer's satisfaction without additional charge. If in the opinion of the Engineer correction is not feasible, or if correction has been attempted but it not satisfactory to the Engineer, the work must be removed and replaced without additional charge. If the Contractor fails to proceed at once with the correction or replacement of rejected workmanship or defective material, the Owner may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Owner.

Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Owner or its agents shall relieve the Contractor or his sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

The assignment of a part time Inspector to this project will in no way relieve the Contractor of the requirement to comply with all of the specifications.

Where the Contractor has been directed by the Owner or Engineer to leave certain items of work exposed for inspection, and he fails to do so, he will be required to uncover such work at his own expense.

## **132 FINAL INSPECTION**

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Owner in writing that the work will be ready for final inspection on a definite date, which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Owner having charge of inspection. If the Owner determines that the status of the improvements is as represented, he will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable.

The inspection party may also include the representative of the Federal Agency, other Governmental Agencies and representatives of each department of the Town having charge of improvements of like character when such improvements are later to be accepted by the Town.

## **133 INSURANCE**

The insurance requirements for this contract are specified in Section E of these documents.



#### **134 WARRANTY OF TITLE**

No material, supplies or equipment, incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Owner free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons was to look to funds due the Contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for the work when no formal contract is entered into for such materials.

#### **135 GENERAL GUARANTEE**

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final payment. The Contract shall furnish a Maintenance Bond in the full amount of the Contract Plus change orders to secure such guarantee. If any work is done under the guarantee and maintenance provisions, all contract provisions shall be reactivated. The guarantee and maintenance bond shall be extended with respect to such repair or replacement work for a period of one (1) year from the date the maintenance work was completed.

#### **136 NO ARBITRATION**

All claims, counterclaims, disputes and other matters in question between the Owner and the Contractor, not otherwise resolved, arising out of or relating to this agreement or its breach shall be decided in a court of competent jurisdiction. The Owner and the Contractor hereby agree that there shall be no requirement for arbitration of any controversies or disputes hereunder, all such matters to be resolved at law.

**137 RISK OF LOSS**

The Owner assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the invitation for bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the invitation for Bids has been issued will be made except as provided for herein.

**138 REQUIRED PROVISIONS DEEMED INSERTED**

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

**139 CORRECTIONS**

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and specifications, or any disagreement in measurements upon the Contract Drawings must be submitted to the Engineer before construction of the work.

**140 SAFETY PROVISIONS**

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

## **142     EXISTING IMPROVEMENTS**

The Contractor shall conduct his work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by his operations.

Whenever existing improvement information is either indicated on the drawings or supplied to the Contractor at a later date, it is understood that such information is furnished in good faith for the Contractor's convenience. The Contractor must interpret this information according to his own judgment, and must make his own determinations regarding the location of all improvements. No claim will be allowed because of incorrect, incomplete or omitted existing improvement information.

## **146     INDEMNITY CAUSE**

The Contractor agrees to protect, defend, indemnify and hold the Town of Greenburgh and its officers, employees, agents; the Engineer and his consultants; and New York State free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly it out of this agreement and/or the performance hereof: without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree or any court shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims etc. at his sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims etc.) is groundless, false or fraudulent. In any case in which such indemnification would violate Section 5322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Town of Greenburgh for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Town of Greenburgh, or its employees.

## **147     DISPUTES**

- a.     All disputes arising between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute to delay the work under this Contract
- b.     As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute however, upon certification in writing by the claimant that the dispute has been submitted in its final form the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period its decision will not be a condition precedent to any further action on the part of the claimant.
- c.     Each decision by the Owner will be in writing and will be mailed to the Contractor by registered or certified mail, return receipt requested, directed to this last known address.
- d.     In the event of an unfavorable decision by the Owner the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that he is proceeding with the work under protest and he say then except the matter in question from the final release.

## **148     GENERAL MUNICIPAL LAWS OF NEW YORK STATE**

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to. In addition, this contract is subject to all New York State statutes, including but not limited to the Town Highway Law, Real Property Law and Finance Law.

**149     "OR EQUAL" CLAUSE  
UNLESS OTHERWISE SPECIFIED:**

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc. the intent is to establish a standard. Any material, article or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. Further the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that substitute equipment will be approved by the Engineer and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment shall be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the owner for the engineering service. The Contractor must pay for any laboratory testing required to establish the equality of his proposal.

**150     CONSTRUCTION, EXCAVATION, AND DEMOLITION OPERATIONS AT OR NEAR  
UNDERGROUND FACILITIES**

The Contractor's attention is directed to 16 NYCRR Part 753 – “Protection of Underground Facilities”  
The Contractor will be required to comply with all applicable requirements of Part 753.

**151     REVIEW BY OWNER**

The Owner, its authorized representatives and agents shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Owner through its authorized representatives or agents.

**152     DEDUCTIONS FOR UNCORRECTED WORK**

If the Owner deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Owner and subject to settlement, in case of dispute, as herein provided

**153 PATENTS**

The Contractor shall hold and save the Owner and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, which has been recommended by the Contractor, including its use by the owner, unless otherwise specifically stipulated in the Technical Specifications.

**154 INFORMATION FROM OWNER**

In addition to showing the construction under this Contract, the drawings may show certain information obtained by the Owner regarding conditions and features which exist at the site of the work, both at and below the surface of the ground. The Owner and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information. The information which is shown is only for the convenience of the Contractor, who must verify this information to his own satisfaction.

**160 HOURS OF WORK**

No work shall be done on the job before 7:00 a.m. nor after 5:00 p.m. unless the Town is notified, nor shall any work be done on Saturdays, Sundays, or legal holidays unless Contractor shall have given Owner written request at least forty-eight (48) hours in advance. No additional payment will be made by Owner for overtime work under any circumstances unless a prior written order has been given by the Engineer. The Contractor shall comply with the Town Noise Ordinance which prohibits all work except emergency repair work, before 7:00 a.m. and after 8:00 p.m.

**161 WATCHMAN**

Contractor may, at his option and expense, employ a watchman to protect property at all times during which work is not under active supervision of his Construction Superintendent. Owner will not assume responsibility for losses or damage to property through theft or vandalism.

**162 FIELD COPIES**

The Contractor shall keep one copy of the specifications, plans and all shop drawings in good order, available to the Engineer and his representative at the job location.

**163 EMERGENCY WORK**

If in the opinion of the Commissioner of Public Works the work is carried on in such fashion that the public safety, private property, streets, or utilities are endangered, or that the work is carried on in such a manner as to create unnecessary inconvenience to the public, the Commissioner shall, immediately upon giving notice, be authorized to undertake such corrective measures as he may deem to be necessary. The cost of such work shall be deducted from payments due the Contractor

under this contract.

#### **164 PROTECTION**

The Contractor shall protect and maintain all property, structures and utilities, public or private and shall provide whatever means are required to do so, as part of this contract. The Contractor shall take steps to protect the site and neighborhood from dust, mud, paint, and inconvenience. He shall take such steps as are necessary to prevent mud and silt from washing off the project area, prevent dust from blowing about the neighborhood, and prevent loaded trucks from spilling material upon traveled roadways. If the work is stopped for any purpose all rigging, scaffolds, and equipment shall be made secure to prevent any danger from wind, storm or accidents.

#### **165 PAYMENT FOR GENERAL CONDITIONS**

The cost of the performance of any work required by these General Conditions shall be considered to be a part of the Contractor's Base Bid if the contract is a Lump Sum Contract, and spread out among all the unit prices if the contract is a Unit Price Contract. There will be no additional payment for work required by these General Conditions.

#### **166 DAMAGE TO PRIVATE PROPERTY**

If the Contractor damages private property or facilities outside the designated work area (which work area is to be restored under the restoration provisions of the contract) he shall restore the private property or facilities promptly and completely in the same manner as specified under the restoration provisions of these specifications. If he does not do so within a reasonable period of time, as determined by the Commissioner, the Owner may retain or deduct from any sum or sums due to the Contractor such amount or amounts as are necessary to correct the condition and employ Town forces or another contractor to do the corrective work. The fact that the Contractor has referred a damage claim to his insurance carrier shall not relieve him of liability for prompt and full restoration of damage. For purposes of this section of the contract, the Owner will treat what are essentially private facilities within a public right-of-way (including but not limited to mail boxes, shrubs, flowers and other plantings, walls, lightpoles, etc.) in the same manner as described above for private property.

#### **167 RESTORATION**

All man-made and natural features in the construction site disturbed or removed for the proper completion of the work shall be reset or replaced. All man-made or natural features damaged or destroyed shall be repaired or restored to a condition equal to or better than that existing at the start of the work, with materials equal to or better than the original ones.

In cases where it is impossible to replace an item with an equivalent item (large trees, exotic plants) the Contractor may, subject to the approval of the Engineer, substitute other similar items whose total value shall equal that of the destroyed one.

Where the work area extends onto private property, the Contractor shall make all reasonable attempts to satisfy the owners. In case of dispute, the Commissioner of Public Works shall be the

judge as to the reasonableness of equivalency of repaired and restored features.

If the contract documents contain more detailed or more stringent specifications for restoration than in this section, the more detailed or stringent specifications shall take precedence over this section. If the contract documents do not contain detailed specifications for restoration, then this section expresses the intent of the Owner; all published specifications of the Owner containing details of construction applicable to items of restoration (e.g. grass, pavement, etc.) shall be deemed included in these contract documents as if set forth in full, if not actually printed herein.

All restoration work shall be maintained for a period of one year after the completion of the project by this contract and secured by the maintenance bond.

If the contract documents contain a specific payment clause for restoration, then that clause shall apply; otherwise payment for restoration shall be as described in Section 165.

#### **168. SITE VISITATION**

Each bidder, before submitting any proposal for the work, shall visit the premises in order to familiarize himself with the conditions under which this work is to be done and with the obstacles to be overcome. The submission of any proposal shall be held as an acknowledgment that this requirement has been complied with. Contractor shall satisfy himself as to the nature and location of his work and the general and local conditions. He shall have full knowledge as to transportation, handling, and storage of the materials, availability of electric power and all other facilities in the area which will have a bearing on the performance of his work and the contract for which he submit his proposal.

Lack of familiarity with the local conditions, due to failure to visit the site prior to the submission of proposal, will not be considered a valid excuse for any extras to the contract.

Any failure by the Contractor to acquaint himself with all the available information shall not relieve him from any responsibility for performing his work properly.

No additional compensation will be allowed for conditions increasing the cost which were not known to or appreciated by him when submitting his proposal if the conditions were obvious and could have been discovered by him if he had visited the site and had thoroughly informed himself of all existing conditions which would affect his work.



## **SPECIAL CONDITIONS**

### **201 SCOPE OF WORK**

Under this contract, the Contractor shall furnish and install two (2) new Condensing Boilers (with provisions for a 3<sup>rd</sup> future boiler) with Redundant Heat Exchangers for the Theodore D. Young Community Center (TDYCC). Scope of work includes new boilers and hot water piping, heat exchangers and associated piping, new combustion air fan, temporary domestic hot water heater and associated piping, new hot water pumps, new domestic hot water pumps, new boiler venting and chimney, demolition and removal of existing equipment, relocation of existing equipment where necessary, controls and variable frequency drives, new gas piping, new cold water piping, electrical power and control wiring, and all accessories and appurtenances required for a complete operating system. One (1) new electrical motor control center is to be proposed as Add-Alternate #1. The Contractor shall furnish all items, articles, materials, operations or methods listed, mentioned or scheduled, including all labor, materials, equipment and incidentals necessary or required to complete this contract in accordance with the contract documents and as ordered by the Owner and Engineer.

### **202 TIME OF COMPLETION**

The Contractor shall provide the required bonds, insurances and other documents as required and begin processing all required work permits to complete this agreement within fifteen (15) business days (in the State of New York) of Notice of Award.

Work shall proceed in the field within five (5) business days of the contract signing. Once work has started, it shall proceed continuously and diligently. All items of work shall be completed and approved no later than 180 days after the receipt of the signed contract.

### **203 LUMP SUM BID ITEMS**

This project calls for lump sum bid amounts for the performance of certain pay items as described in the contract documents. While the contract documents have been prepared with the greatest care, it is of course possible that some minor field changes may be required during the construction of this project. The Contractor is hereby advised that the Town will not entertain claims for additional cost for minor changes that do not require significant changes in the quantities of work. The Contractor will be compensated for any significant changes in the scope of work, in accordance with the relevant portions of the General Conditions.

### **204 OR EQUAL CLAUSE**

Whenever a manufacturer or trade name is listed, not followed by "or equal", the words "or equal" shall be deemed to be inserted in the specifications. Refer also to Section 149 of the General Conditions.

**205 SITE VISITATION**

Prospective bidders shall note that a pre-bid conference will take place at **10:00 A.M. on Wednesday, July 14, 2021 at the Town of Greenburgh Theodore D. Young Community Center, 32 Manhattan Avenue, White Plains, NY 10607.** Questions regarding the site walkthrough can be directed to the Bureau of Engineering at (914) 989-1583. Also refer to Section 168 of the General Conditions.

**206 COORDINATION OF WORK**

The Contractor shall schedule his work with the Town of Greenburgh Bureau of Engineering at (914) 989-1583.

**207 RUBBISH**

The Contractor is responsible for removing and lawfully disposing of all garbage and waste materials generated, used to install or removed during the performance of the work.

**208 ALLOWANCE**

Allowance work shall be performed by the Contractor and will be paid for by the Town **ONLY** as has been authorized by the Engineer in writing, prior to its commencement. The total amount paid to the Contractor will be determined in accordance with the provisions of Section 112 of the General Conditions, entitled "Changes in the Work", and such payment will include only that overhead and profit that is applicable to the work performed under this item. This amount is provided in the Proposal pages and is given for the purpose of canvas, and any bid other than the specified amount will be considered informal.

**209 DELETION OF WORK**

The Owner reserves the right to eliminate or reduce the scope of the work in any manner or way. There shall be no change in the cost except for the subtraction of deleted work. The Owner will not entertain any claims for extra expenses or loss of profit due to the deletion of work.