

US CUSTOMARY UNITS

PINs: 8757.30 & 8757.80

Contract ID# D017347 and D017290

FEDERAL AID PROJECT

PROPOSAL

Submitted in accordance with the Highway Law and the Standard Specifications officially finalized and adopted on January 1, 2024, as posted on New York State Department of Transportation's website.

Proposal Description:

CoB No. 2024-004

Rehabilitation of Fishkill and Teller Avenues
City of Beacon, Dutchess County

Letting Time and Date:

April 1st, 2024, 2:00PM

Letting Location:

City of Beacon, Municipal Hall
1 Municipal Plaza
Beacon, NY

BOOK 1 OF 1

TABLE OF CONTENTS

PROPOSAL SECTION	PAGE NO.
ADVERTISEMENT TO BID	
PROJECT TITLE SHEET (With Uniform Contracting Questionnaire Note)	
INFORMATION FOR BIDDERS	
SECTION 1 - CONTRACTOR'S BID PACKAGE CONTENTS	
• Bidder Information Sheet	
• Bid Forms with corporate seal attached (included Itemized Bid Sheets)	
• Resolution of Board of Directors (for corporations)	
• DBE COMMITMENT (Appendix 12-10)	
• Certification of Compliance Iran Divestment Act	
• APPENDIX 12-1 and APPENDIX 12-1A	
<i>Certification Regarding use of Contract Funds for Lobbying, False Claims Certification, Non-Collusive Bidding Certification (SFL/GML), Non-Collusive Bidding Certification (49 CFR), Reporting Violations of Non-Collusive Bidding Procedures, New York State Office of the Inspector General Hotline, Goals for Equal Employment Opportunity (EEO) Participation, Required Contract Provisions Federal-Aid Construction Contract (FHWA-1273 – Revised Oct 2023)</i>	
○ Non-Collusive Bidding Certification – Bidder Information	
○ Offerer Disclosure of Prior Non-Responsibility Determinations	
○ Combined Certification Form	
• Required Bid Security (Bid Bond)	
• Conflict of Interest Statement	
• Reference Sheet	
• Bidders Certification of Limited Foreign Involvement	
SECTION 2 - REQUIRED CONTRACT PROVISIONS	
• DBE GOALS	
• EQUAL EMPLOYMENT OPPORTUNITY (EEO) GOALS	
• SUPPLEMENTAL TITLE VI PROVISIONS – Appendix A-1	
SECTION 3 - SUPPLEMENTAL INFORMATION	
• CONR 9 - Supplemental Information Available to Bidders	
SECTION 4 - SPECIAL NOTES	
SECTION 5 - SPECIAL SPECIFICATIONS	
SECTION 6 - PREVAILING WAGE RATES	
SECTION 7 - SPONSOR CONTRACT AGREEMENT	
• Contract	
• Performance Bond	
• Payment Bond	
• Notice of Award	
• Notice to Proceed	
• APPENDIX A – Standard Clauses for NYS Contracts	

ADVERTISEMENT TO BID

Notice is hereby given that the **City of Beacon** will accept sealed bids for:

CoB Bid No. 2024-004: Rehabilitation of Fishkill and Teller Avenues, Beacon, NY
PINs 8757.30 & 8757.80
Contract ID# D017347 and D017290

The Owner is the **City of Beacon** and the work sites are located in the **City of Beacon**. The projects limits extend along **Teller Avenue from Wolcott Avenue to Main Street (PIN 8758.80) and along Fishkill Avenue from Main Street to east of Blackburn Avenue (PIN 8758.30).**

The work includes providing all labor, materials, machinery, tools, equipment and other means of construction necessary and incidental to the completion of the work shown on the plans and described in these specifications including, but not necessarily limited to the following: **rehabilitation of approximately 1250 meters (0.78 miles) of Fishkill and Teller Avenues (S.R. 52) between Wolcott Avenue (S.R. 9D) and Blackburn Avenue, including: pavement milling, repair, and resurfacing and restriping; replacement and installation of new curbing, sidewalks, and ADA compliant ramps and appurtenances; drainage repairs and improvements, and upgraded traffic signals at Main Street and Verplanck Avenue.**

This is a **Federal Aid Project** and NYSDOT Standard Specifications, officially finalized and adopted on **January 1, 2024** as posted on the New York State Department of Transportation's website must be followed by the successful bidder.

The DBE goal for this project is: 6%

There are no M/WBE goals for this project.

The EEO Employment goals for this project are: **6.4% Minority Employment Goal**
6.9% Women Employment Goal

The use of the NYSDOT approved civil rights reporting software, Equitable Business Opportunities (EBO), is required. Access authorization to EBO can be found at <https://ebo.dot.ny.gov/>.

No residential or geographical restrictions will be in effect for this project. Applicable Federal requirements take precedence over State and local requirements unless state and local requirements are deemed to be more stringent.

Contract Documents, including Invitation to Bidders, Instructions to Bidders, Wage Rates, Bid Documents, Agreement, Special Notes, Specifications, Contract Drawings, and any Addenda, **may be viewed and downloaded at no charge by visiting the Empire State Purchasing Group website at: www.BidNetDirect.com/new-york/cityofbeacon, selecting the "Open Solicitations" tab and title of solicitation OR at the New York State Contract Reporter (NYSCR) <https://www.nyscr.ny.gov/>.** Vendors may have to register if visiting this site for the first time. Bids will only be accepted from those vendors having downloaded all Bid Documents from the aforementioned websites which are then considered and listed as an Official Plan Holder.

No questions or inquiries regarding this bid will be accepted within seven (7) business days prior to the bid opening.

Contractors that obtain Contract Documents from a source other than the issuing office must notify the issuing office in order to be placed on the official Plan Holder List, to receive Addenda and any other Bid correspondence. Bids received from Contractors other than those on the official Plan Holders List will not be accepted.

Addenda will be emailed to Bidders listed on the official Plan Holders List. An emailed response from the Bidder to the Addendum will act as proof that the Bidder received the Addendum. In addition to an emailed response, Bidders must acknowledge receipt of all Addenda by signing and dating each Addendum on page 1 of the Bid Form and the Acknowledgement of Receipt of Addenda on page 4. Failure of any Bidder to receive any such Addendum or interpretation shall not relieve such Bidder from any obligation under this Bid submittal. All Addenda so issued shall become part of the Contract Documents.

Questions regarding the Contract Documents should be directed to the **Nicole Shute, WSP Project Manager**, through email at: nicole.shute@wsp.com. Bidders shall promptly notify Ms. Shute of any errors, omissions, conflicts or ambiguity within the Contract Documents within **7** days of bid opening.

All bids must include the Bidder Information Sheet, completed Bid Forms with a corporate seal attached, Resolution of Board of Directors (Corporations only), DBE Commitment Form, Certification of Compliance Iran Divestment Act, Non-Collusive Bidding Certification, Offerer Disclosure of Prior Non-Responsibility Determinations, Combined Certification Form, Required Bid Security, Conflict of Interest Statement, Reference Sheet, and Certification of Limited Foreign Involvement. This is a **unit price** bid as described in the Instructions to Bidders. No bidder may withdraw their bid within forty-five (45) calendar days after the actual date of the opening thereof.

Each bid must be accompanied by security in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Instructions to Bidders.

Bids to be considered must be received in a sealed envelope at **Beacon City Hall, One Municipal Plaza, Beacon, New York 12508** by **2:00 pm**, local time, on **April 1st, 2024** at which time they will be publicly opened and read aloud in the **Classroom on the bottom floor of City Hall**. Bids received after the above noted time will not be accepted. All sealed envelopes should be clearly labeled **“CoB Bid No. 2024-004: Rehabilitation of Fishkill and Teller Avenues – PINs 8757.30 & 8757.80”**.

The Bidder to whom the Contract is awarded will be required to furnish Performance, Payment and Guarantee Bonds from an acceptable Surety Company for an amount not less than 100% of the accepted bid. The successful Bidder and all subcontractors must have an approved CCA-2 on file with NYSDOT prior to being awarded a contract. If the successful Bidder does not currently have a CCA-2 on file with NYSDOT, the Bidder may find the CCA-2 forms and instruction for completion online at

<https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms?redirect=legacy#Construction>.

The successful Bidder will be required to comply with all provisions of the Federal Government Equal Employment Opportunity clauses issued by the Secretary of Labor on May 2, 1968 and published in the Federal Register (41 CFR Part 60-1, 33 F.2 7804). Successful bidders will be required to pay prevailing wage rates on this contract.

The **City of Beacon** reserves the right to consider the bids for forty-five (45) days after receipt before awarding any Contract, and to waive any minor informalities in, and to reject, any and all bids. All bids are subject to final review and approval by the **City of Beacon, City Council** before any award of contract may be made. Receipt of bids by the **City of Beacon** shall not be construed as authority to bind the **City of Beacon**.

The work will be substantially completed **400 calendar days** from Notice to Proceed and completed and ready for final payment on or about **May 6th, 2025**.

The New York State Department of Transportation, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes, as amended, issued pursuant to such Act, hereby notifies all who respond to the related solicitation, request for proposal or invitation to bid that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, disability/handicap and income status in consideration for an award.

Owner Contact

Chris White
City of Beacon, City Administrator
City of Beacon City Hall
One Municipal Plaza
Beacon, New York 12508
845-838-5009/cwhite@beaconny.gov

Engineer Contact

Nicole Shute, PE
WSP USA Inc., Project Manager
500 Summit Lake Drive, Suite 450
Valhalla, NY 10595
914-449-9095/Nicole.Shute@wsp.com

PROJECT TITLE SHEET

City of Beacon, Dutchess County
New York

PINs: 8757.30 & 8757.80

CONTRACT ID# D017347 and D017290

COUNTY: Dutchess

FEDERAL AID PROJECT

Proposal Description: CoB Bid No. 2024-004- Rehabilitation of Fishkill and Teller
Avenues, City of Beacon, Dutchess County

Deposit Required: No

Completion Date: 400 calendar days from NTP

Questions During Bidding: No interpretation of the meaning of the plans, specifications or other contract documents will be made to any bidder orally. Every request for such interpretation shall be in writing addressed to:

Nicole Shute, WSP Project Manager, through email at: nicole.shute@wsp.com

Addenda to Bid Documents: Addenda to the Bid Documents will be published before the bid opening date. Addenda will be sent by overnight service and/or email, to all parties recorded as having received the Bid Documents from the official source.

FEDERAL REQUIREMENTS

1. This is a federal-aid contract subject to the approval of the Federal Highway Administration (FHWA) and the New York State Department of Transportation (NYSDOT).
2. Federal Contract Requirements are contained in Sections 1 and 2
3. The BUY AMERICA provisions in Section 106-11 of the NYSDOT Standard Specifications apply to this contract.
4. Whenever local and/or New York State requirements differ from Federal requirements, the Federal requirements will prevail.
5. There are no residence, geographical restrictions, or preferences contained in this contract.
6. There are no M/WBE/SDVOB requirements or preferences contained in this contract.

NEW YORK STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS

1. The NYSDOT Standard Specifications January 1, 2024 version, as amended, govern work performed under this contract. This shall include Sections 100 through 799, inclusive.
2. The low bidder must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form) on file with NYSDOT prior to an award being made. The CCA-2 form is available online at: <https://www.dot.ny.gov/bids-and-lettings/construction-contractors/general-info> or by calling the NYSDOT Office of Contract Management at (518) 457-1564.

INFORMATION FOR BIDDERS

Fishkill and Teller Avenues are city owned and maintained roads located in the City of Beacon, Dutchess County, NY. This one roadway shares two names and changes from Teller Avenue to Fishkill Avenue, headed north at Main Street to the City line. The project is 1.25 km (0.78 miles) in length and extends from Wolcott Avenue in the southwest to just east of Blackburn Avenue. The project has been separated into two (2) separate shares, one for Teller Avenue (PIN 8757.80) and one for Fishkill Avenue (PIN 8757.30).

Share 1 is 530m (.30 miles) in length, beginning at Wolcott Avenue and extending northeast, to the intersection with Main Street and Fishkill Avenue.

Share 2 is 720m (.45 miles) in length, beginning at the intersection of Main Street and Teller Avenue and extending northeast, to the City line at Prospect Street.

Work shall consist of:

- Reconfiguration of existing intersection geometry and addition of turn lanes.
- Replacement of curb and sidewalk, installation of ADA compliant curb ramps.
- Installation of NYSDOT standard drainage structures, pipe and end sections.
- Milling and resurfacing of asphalt paved surface and new roadway appurtenances as necessary.
- Repairs to PCC asphalt prior to resurfacing.
- New signing and striping.
- Replacement of and installation of new traffic signals and equipment.
- Topsoil, seeding, and landscaping as necessary to restore disturbed areas.

INFORMATION FOR BIDDERS

RECEIPT AND OPENING OF BIDS

The City of Beacon, Dutchess County, New York (herein, called the "Owner") invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Envelopes containing the bids must be sealed, addressed to: Beacon, City Hall, One Municipal Plaza, Beacon, New York 12508 and designated as **CoB Bid No. 2024-004 – REHABILITATION OF FISHKILL AND TELLER AVENUES, PINs 8757.30 & 8757.80** must be actually received not later than the time and the date specified in the Advertisement for Bids.

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions thereof and may waive any informalities or reject any or all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 45 days after the actual date of the opening thereof.

BIDDERS RESPONSIBILITY

Each Bidder shall familiarize himself with all the attached Contract Documents, including Forms, Specifications, Instructions to Bidders, etc., and will be held responsible to fully comply therewith. All requisitions for payments must be submitted on either AIA Documents or other previously approved forms (If you have the authority to use them).

The submission of a Bid acknowledges that the Bidder has examined the site(s) and taken into consideration all items, which affect the work. The submission of a Bid acknowledges that the Bidder has examined these plans and specifications. Any and all questions must be submitted in writing seven (7) days prior to the Bid opening, in order for an addendum to be issued to all potential Bidders.

PREPARATION OF BID

Each bid must be submitted on the prescribed form. All blank spaces for bid prices must be completed in ink or by typewriter. In addition to the prescribed for, each bid must be accompanied by the following:

- A. Bidder Information Sheet
- B. Bid Forms with a corporate seal attached
- C. Resolution of Board of Directors (Corporations only)
- D. DBE Commitment
- E. Certification of Compliance Iran Divestment Act
- F. Non-Collusive Bidding Certification
- G. Offerer Disclosure of Prior Non-Responsibility Determinations
- H. Combined Certification Form
- I. Required Bid Security (Bid Bond)
- J. Conflict of Interest Statement
- K. Reference Sheet
- L. Certification of Limited Foreign Involvement

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

The Contractor shall not include in the bid any sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials which are to be incorporated in the work. The City has a tax exemption number and forms which will be made

INFORMATION FOR BIDDERS

available to the successful bidder to the extent permitted under the present applicable statutes.

No bids will be accepted unless the Non-Collusive Bidding Certificate provided in these specifications is properly executed and submitted with the bid, as required by the General Municipal Law.

BID MODIFICATION AND WITHDRAWAL

Any bidder may modify or withdraw his bid by telegraphic or written communication at any time prior to the opening of bids, provided such communication is received by the Owner prior to the opening, and provided further, the Owner is satisfied that a written confirmation of the telegraphic modification over the signature of the bidder was mailed prior to the opening time. The communication should not reveal the bid price, but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is not received within two days from the opening of bids time, no consideration will be given to the telegraphic modification.

METHOD OF BIDDING

1. The bid is unit price per item.
2. Lowest Bidder
 - A. Bids will be compared on the basis of the correct totals of the schedule of quantities comprising all items at the unit and lump sum prices bid for these items. The lowest bidder under each Contract will be that Bidder whose Bid totals the lowest number of dollars as determined above.
 - B. Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Discrepancies in the Multiplication of units of Work and unit prices will be resolved in favor of the Unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

BID SECURITY

Each bid must be accompanied by cash, certified check of the bidder or a bid bond prepared on the Bid Bond Form attached, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, in the amount of 5% of the total contract bid. Such cash, checks or bid bonds will be returned to all except the three lowest bidders within three days after the opening of bids, and the remaining cash, checks, or bid bonds will be returned promptly after the Owner and accepted bidder have executed the contract, or, if no award has been made within 45 days after the date of the opening of bids, upon demand of the bidder at anytime thereafter, as long as he has not been notified of the acceptance of his bid. Bid Security shall be made payable to the City of Beacon.

LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his failure or refusal to execute and deliver the contract and bonds required within 15 days after he has received notice of the acceptance of his bid, shall forfeit to the

INFORMATION FOR BIDDERS

Owner the security deposited with this bid, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain as a result of the failure or refusal to execute and deliver the contract and bonds as required in this paragraph. This sum is not to be construed in any sense as a penalty but as a good faith measure of the economic injury to the Owner which otherwise is impractical to calculate.

ADDENDA AND INTERPRETATIONS

No interpretations of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing addressed to Nicole Shute, WSP USA Inc., Project Manager, email Nicole.Shute@wsp.com, and to be given consideration must be received at least seven (7) calendar days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by Certified Mail with return receipt requested or by e-mail to all prospective bidders (at the respective address or e-mail provided for such purposes) not later than three working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents. Each Bidder must be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda by faxing or emailing acknowledgement back to the City of Beacon at the email address above.

SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the executed contract, the Contractor shall furnish a Construction Performance Bond and a Construction Payment Bond in amounts equal to 100% of contract price, as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified herein. **Each bond shall state "The amount of the bond shall be adjusted to reflect the effect of any changes ordered by the owner by a Written Amendment, a Change Order, or a Work Change Directive".** The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner, **licensed in the state of New York with a minimum rating of "bbb"**, and shall be prepared on the forms found in these contract documents.

OBLIGATION OF BIDDER

At the time of the opening of bids, each bidder will be presumed to have inspected the Technical Specifications and to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to his bid. The lowest bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the Owner.

DISCREPANCIES OR OMISSIONS

Bidders discovering discrepancies, errors, or omissions in the Contract Documents or who are unclear with respect to the meaning or intent of the Bid Documents are directed to notify the City in writing. The City will respond in writing; issuing written Addenda or interpretations to all Bidders.

INFORMATION FOR BIDDERS

QUALIFICATIONS OF BIDDER

The Owner may make such investigations as he deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract. Conditional bids will not be accepted.

POWER OF ATTORNEY

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

TIME OF COMPLETION AND LIQUIDATED DAMAGES

Bidder must agree to complete all work, no later than **400** calendar days after the date specified in the Notice to Proceed.

Bidder must agree to pay in accordance with the following schedule for each consecutive calendar day the project completion extends past the completion date, which sum is agreed on as the proper measure of liquidated damages that the Owner will sustain per diem by the failure of the Bidder to complete the work in the time stipulated, and this sum is not to be construed in any sense as a penalty but a good faith measure of the economic injury to the Owner which is otherwise impractical to calculate.

Original Contract Amount		Liquidated Damages Per Day
From More Than	To and Including	
\$0	\$100,000	\$500
\$100,000	\$500,000	\$1,000
\$500,000	\$2,000,000	\$1,500
\$2,000,000	\$5,000,000	\$2,000
\$5,000,000	\$10,000,000	\$2,500
\$10,000,000	\$20,000,000	\$4,000
\$20,000,000	-	\$7,000

FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable Federal, State and local laws, rules and regulations, shall apply to the Contract throughout, and they are assumed to be included in these Specifications as if they were written out in full. In any event which Federal, State and local laws conflict, Federal laws, rules and regulations shall prevail.

ADDITIONS AND DELETIONS

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

INSURANCE

See Special Note #12.

INFORMATION FOR BIDDERS

RESIDENCE OR GEOGRAPHICAL RESTRICTIONS

There are no residence or geographical restrictions for this contract.

EBO REQUIREMENT

The use of Equitable Business Opportunities (EBO) reporting software is required on this project.

DBE LANGUAGE

There **are DBE provisions in this contract**. The DBE goal for this project is **6.0%**.

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

There **are Minority and Women employment provisions in this contract**. The Minority goal for this project is **6.4%**, the Women's goal for this project is **6.9%**.

ADDITIONAL INFORMATION

Except as modified herein, the current edition of the NYSDOT Standard Specifications, Construction and Materials, including Section 100, issued by the New York State Department of Transportation, Office of Engineering, including all revisions and addenda issued by NYSDOT prior to the date the Invitation to Bid is advertised shall govern the work to be done.

The low bidder, prime contractor & all subcontractors, must have an approved New York State Uniform Contracting Questionnaire (CCA-2 Form), on file with NYSDOT prior to an award being made. The CCA-2 form is available online at <https://www.nysdot.gov/bids-and-lettings/constructioncontractors/repository/cca-2.pdf> or by calling the NYSDOT Office of Contract Management Pre-Award Unit at (518) 457-1564.

In the event of a tie, all names of Bidders will be placed in a hat; first Alpha Bidder will draw name. In the event there are no attendees for the draw, the draw will be conducted by the City Administrator and two (2) representatives of the City of Beacon.

After project award and prior to any work being performed, a pre-construction meeting that includes Local Projects Unit Construction Liaison is required.

DATED: March 4th, 2024

City of Beacon
One Municipal Plaza
Beacon, New York 12508

SECTION 1

BIDDER INFORMATION SHEET

NAME OF BIDDER: *

ADDRESS: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____ FEDERAL I.D. NO.: _____

TYPE OF ENTITY: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL

IF A NON-PUBLICLY OWNED CORPORATION:

NAME OF CORPORATION: _____

LIST OF PRINCIPAL STOCKHOLDERS (HOLDING OVER 5% OF OUTSTANDING
SHARES):

LIST OF OFFICERS: _____

LIST OF DIRECTORS: _____

DATE OF ORGANIZATION: _____

IF A PARTNERSHIP:

PARTNERS: _____

NAME OF PARTNERSHIP: _____

DATE OF ORGANIZATION: _____

* IF THE BUSINESS IS CONDUCTED UNDER AN ASSUMED NAME, A COPY OF
THE CERTIFICATE REQUIRED TO BE FILED UNDER THE NEW YORK GENERAL
BUSINESS LAW MUST BE ATTACHED.

BID FORM

PROJECT IDENTIFICATION: **CoB Bid No. 2024-004**
 Rehabilitation of Fishkill and Teller Avenues
 PINs 8757.30 & 8757.80

CONTRACT IDENTIFICATION: **D017347 and D017290**

THIS BID IS SUBMITTED TO: Christopher White, Administrator
 City of Beacon City Hall
 One Municipal Plaza
 Beacon, New York 12508

- 1) The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents and Technical Specifications for the Contract Price and within the Contract Time indicated in the accordance with the other terms and conditions of the Contract Documents.
- 2) BIDDER accepts all of the terms and conditions of the Advertisement for Bids and Information for Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the specified number of calendar days after the day of Bid opening as stated in the Information for Bidders. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements also as specified in the Information for Bidders.
- 3) In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that BIDDER has examined copies of all the Contract Documents, the Advertisement for Bids, the Information for Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

Date Received

Addendum Number

- 4) BIDDER has familiarized itself with the nature and extent of the Contract Documents, technical specifications, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- 5) BIDDER agrees that the Work will be complete in accordance with the Contract Documents within the number of calendar days indicated in the Agreement and accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

BID FORM

6) The following documents are attached to and made a Condition of this Bid:

- A. Bidder Information Sheet**
- B. Bid Forms with a corporate seal attached**
- C. Resolution of Board of Directors, authorizing the making of said Bid, and certified as a true and correct copy by the secretary of said corporation (for corporations only)**
- D. DBE Commitment**
- E. Certification of Compliance Iran Divestment Act**
- F. Non-Collusive Bidding Certification – Bidder Information**
- G. Offerer Disclosure of Prior Non-Responsibility Determinations**
- H. Combined Certification Form**
- I. Required Bid Security in the form of: (check appropriately)**
 - 1. **5% Bid Bond** _____
 - 2. **Certified Check** _____
 - 3. **Cash** _____
- J. Conflict of Interest Statement**
- K. Reference Sheet**
- L. Certification of Limited Foreign Involvement**

7) Communications concerning this Bid shall be addressed to the BIDDER at the following address:

8) The terms used in this Bid are defined and have the meanings assigned to them in the NYSDOT Standard Specifications or Instructions.

9) The UNIT PRICES shall include all of the Contractor's Costs including but not limited to the cost of material, labor, delivery, installation, loading, unloading, overhead, profit, insurance, etc.

10) **The approximate quantities of work to be performed under the proposed contract are set forth in the Bid Form. These quantities are to be considered as approximate only and are given solely for the comparison of bids. The Owner does not expressly or by implication agree that the actual amount will correspond therewith, but reserves the right to increase or decrease the amount of any item or portion of the work as may be deemed necessary by the Engineer. The Contractor shall at no time make claim for anticipated profit or loss of profits because of any difference between the quantities of work actually done, or of material actually furnished, and the estimated quantities. The Contractor will be paid only for the actual quantities of work performed at the Contract Unit Price bid.**

BID FORM

11) Bidder will complete the Work in accordance with the Contract Documents for the following price:

TOTAL BID FOR ALL UNIT PRICES

_____ (\$ _____)
(use words) (figures)

Unit Prices have been computed in accordance with Bid Summary Forms.

DATED _____, 2024 _____
Legal Name of Person, Firm or Corporation

(Seal of Corporation)

Business Address of Person, Firm or Corporation

By _____
Signature Title

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
201.06	1 LS	CLEARING AND GRUBBING FOR _____ AND _____ / 100 DOLLARS PER LUMP SUM				
203.02	2642 CY	UNCLASSIFIED EXCAVATION AND DISPOSAL FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
203.03	234 CY	EMBANKMENT IN PLACE FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
203.07	1888 CY	SELECT GRANULAR FILL FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
203.21	22 CY	SELECT STRUCTURAL FILL FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
204.01	393 CY	CONTROLLED LOW STRENGTH MATERIAL (CLSM) FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
206.0201	2773 CY	TRENCH AND CULVERT EXCAVATION FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
206.03	9.8 LF	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
206.05	43 EA	TEST PIT EXCAVATION FOR _____ AND _____ / 100 DOLLARS PER EACH				
207.22	24 SY	GEOTEXTILE DRAINAGE FOR _____ AND _____ / 100 DOLLARS PER SQUARE YARD				
209.11020024	57 EA	TEMPORARY CATCH BASIN INSERT - OIL, HYDROCARBONS, TRASH, SEDIMENT AND DEBRIS REMOVAL FOR _____ AND _____ / 100 DOLLARS PER EACH				
209.13	1440 LF	SILT FENCE - TEMPORARY FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
209.22	48 SY	CONSTRUCTION ENTRANCE FOR _____ AND _____ / 100 DOLLARS PER SQUARE YARD				
304.11000008	1909 CY	SUBBASE COURSE (MODIFIED) FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
404.000011	266 QU	PLANT PRODUCTION QUALITY ADJUSTMENT TO ASPHALT ITEMS FOR _____ AND _____ / 100 DOLLARS PER QUALITY UNIT	\$ 105	.00	\$ 27,930	.00
404.017901	743 TON	TRUE AND LEVELING F9, ASPHALT, 70 SERIES COMPACTION FOR _____ AND _____ / 100 DOLLARS PER TON				
404.127101	1954 TON	12.5 F1 TOP COURSE ASPHALT, 70 SERIES COMPACTION FOR _____ AND _____ / 100 DOLLARS PER TON				
404.197901	1938 TON	19 F9 BINDER COURSE APSHALT, 70 SERIES COMPACTION FOR _____ AND _____ / 100 DOLLARS PER TON				
404.377901	942 TON	37.5 F9 BASE COURSE ASPHALT, 70 SERIES COMPACTION FOR _____ AND _____ / 100 DOLLARS PER TON				
404.438901	287 TON	19 F9 TEMPORARY BINDER COURSE ASPHALT, 80 SERIES COMPACTION FOR _____ AND _____ / 100 DOLLARS PER TON				
407.0102	1972 GAL	DILUTED TACK COAT FOR _____ AND _____ / 100 DOLLARS PER GALLON				
490.10	16819 SY	PRODUCTION COLD MILLING BITUMINOUS CONCRETE FOR _____ AND _____ / 100 DOLLARS PER SQUARE YARD				
552.17	41872 SF	SHIELDS AND SHORINGS FOR _____ AND _____ / 100 DOLLARS PER SQUARE FOOT				
554.40	355 SF	FILL TYPE RETAINING WALL FOR _____ AND _____ / 100 DOLLARS PER SQUARE FOOT				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
603.6001	351 LF	REINFORCED CONCRETE PIPE CLASS III 12 INCH DIAMETER FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
603.6002	1732 LF	REINFORCED CONCRETE PIPE CLASS III 15 INCH DIAMETER FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
603.77	17 EA	CONCRETE COLLARS FOR _____ AND _____ / 100 DOLLARS PER EACH				
603.97000002	17 EA	SAWCUTTING CULVERT PIPE FOR _____ AND _____ / 100 DOLLARS PER EACH				
604.070101	26 EA	ALTER DRAINAGE STRUCTURES FOR _____ AND _____ / 100 DOLLARS PER EACH				
604.300691	17 LF	RECTANGULAR DRAINAGE STRUCTURE TYPE F FOR PARALLEL BAR #11PCB FRAME FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
604.300811	14 LF	RECTANGULAR DRAINAGE STRUCTURE TYPE H FOR PARALLEL BAR #11PCB FRAME FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
604.301873	148 LF	RECTANGULAR DRAINAGE STRUCTURE TYPE R FOR CAST IRON F3 FRAME FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
604.30212209	7 LF	RECTANGULAR DRAINAGE STRUCTURE TYPE U FOR #22 FRAME FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
604.4060	29 LF	ROUND PRECAST CONCRETE MANHOLE TYPE 60 FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
604.50180010	36 LF	OFFSET CATCH BASIN FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOR				
605.0901	183 CY	UNDERDRAIN FILTER TYPE I FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
605.1001	13 CY	UNDERDRAIN FILTER TYPE II FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
605.1701	2362 LF	UNDERDRAIN PIPE, 4 IN DIAMETER FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
606.10	98 LF	BOX BEAM GUIDE RAIL FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
606.120201	2 EA	BOX BEAM GUIDE RAILING END ASSEMBLY TYPE IIA FOR _____ AND _____ / 100 DOLLARS PER EACH				
607.95010007	121 LF	REMOVE, STORE AND RESET EXISTING FENCING (CHAIN LINK) FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
607.95020007	66 LF	REMOVE, STORE AND RESET EXISTING FENCING (METAL) FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
607.95030007	92 LF	REMOVE, STORE AND RESET EXISTING FENCING (WOOD POST) FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
608.0101	831 CY	CONCRETE SIDEWALKS AND DRIVEWAYS FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
608.01020005	43 CY	COLORLED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
608.07000115	72 LF	RAISED CROSSWALK FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
608.10080008	16 SF	RESET/REPLACE DAMAGED DRIVEWAY PAVERS FOR _____ AND _____ / 100 DOLLARS PER SQUARE FOOT				
608.21	96 SY	EMBEDDED DETECTABLE WARNING UNITS FOR _____ AND _____ / 100 DOLLARS PER SQUARE YARD				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
609.15	65 LF	RESETTING EXISTING CURB FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
609.0901	7994 LF	OPTIONAL CURB (PRECAST TYPE PVF6 OR CAST-IN-PLACE TYPE VF6 OR GRANITE TYPE NVF) FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
610.1101	9 CY	MULCH FOR PLANTING TYPE A, B, D - WOOD CHIPS AND SHREDDED BARK FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
610.1402	49 CY	TOPSOIL - ROADSIDE FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
610.1404	9 CY	TOPSOIL - SPECIAL PLANITNG MIX FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
610.1601	359 SY	TURF ESTABLISHMENT - ROADSIDE FOR _____ AND _____ / 100 DOLLARS PER SQUARE YARD				
611.0721	19 EA	PLANTING - HERBACEOUS PLANTS - NUMBER SP4 CONTAINER GROWN FOR _____ AND _____ / 100 DOLLARS PER EACH				
611.0741	12 EA	PLANTING - HERBACEOUS PLANTS - NUMBER 1 CONTAINER GROWN FOR _____ AND _____ / 100 DOLLARS PER EACH				
615.02060124	1 EA	REMOVE, STORE, AND RESET LANDSCAPE APPURTENANCE, TYPE 01 FOR _____ AND _____ / 100 DOLLARS PER EACH				
619.01	1 LS	BASIC WORK ZONE TRAFFIC CONTROL FOR _____ AND _____ / 100 DOLLARS PER LUMP SUM				
619.0901	8266 LF	TEMPORARY PAVEMENT MARKING STRIPES (TRAFFIC PAINT) FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
619.110512	6 EA	(PVMS) STANDARD SIZE - FULL MATRIX (LED) NO OPTIONAL EQUIPMENT SPECIFIED, CELLULAR COMMUNICATION FOR _____ AND _____ / 100 DOLLARS PER EACH				
619.1612	6 INTM	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT B) FOR _____ AND _____ / 100 DOLLARS PER INTERSECTION MONTH				
619.27000007	3 EA	RELOCATE POSTAL COLLECTION BOXES FOR _____ AND _____ / 100 DOLLARS PER EACH				
621.03	922 LF	CLEANING CLOSED DRAINAGE SYSTEMS FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
621.04	25 EA	CLEANING DRAINAGE STRUCTURES FOR _____ AND _____ / 100 DOLLARS PER EACH				
623.12000008	98 CY	CRUSHED STONE FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
625.01	1 LS	SURVEY OPERATIONS FOR _____ AND _____ / 100 DOLLARS PER LUMP SUM				
625.09010015	1 LS	SUBSURFACE SURVEY FOR _____ AND _____ / 100 DOLLARS PER LUMP SUM				
627.50140008	9512 LF	CUTTING PAVEMENT FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
633.11	16983 SY	CLEANING EXISTING PAVEMENT AND/OR SHOULDERS FOR _____ AND _____ / 100 DOLLARS PER SQUARE YARD				
633.12	1 LS	CLEANING, SEALING, AND/OR FILLING CRACKS FOR _____ AND _____ / 100 DOLLARS PER LUMP SUM				
633.1401	170 SY	REMOVAL AND REPAIR OF DETERIORATED HMA PAVEMENT LESS THAN OR EQUAL TO 4 SY FOR _____ AND _____ / 100 DOLLARS PER SQUARE YARD				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
633.1403	170 SY	REMOVAL AND REPAIR OF DETERIORATED HMA PAVEMENT 20 SY OR GREATER FOR _____ AND _____ / 100 DOLLARS PER SQUARE YARD				
637.11	13 MNTH	ENGINEERS FIELD OFFICE - TYPE 1 FOR _____ AND _____ / 100 DOLLARS PER MONTH				
637.26	1 EA	RAIN GUAGE FOR _____ AND _____ / 100 DOLLARS PER EACH				
637.34	1000 DC	OFFICE TECHNOLOGY AND SUPPLIES FOR _____ AND _____ / 100 DOLLARS PER DOLLARS AND CENTS	\$ 1	.00	\$ 1,000	.00
637.36	200 DC	CONSTRUCTION TESTING AND SUPPLIES - CONSUMABLES FOR _____ AND _____ / 100 DOLLARS PER DOLLARS AND CENTS	\$ 1	.00	\$ 200	.00
645.5101	106 SF	GROUND MOUNTED SIGN PANELS WITHOUT Z-BARS FOR _____ AND _____ / 100 DOLLARS PER SQUARE FOOT				
645.5102	89 SF	GROUND MOUNTED SIGN PANELS WITH Z-BARS (UNDER 30 SF) FOR _____ AND _____ / 100 DOLLARS PER SQUARE FOOT				
645.81	54 EA	TYPE A SIGN POSTS FOR _____ AND _____ / 100 DOLLARS PER EACH				
645.85	4 EA	POLE MOUNTED SIGN SUPPORT SYSTEM (BAND MOUNTED) FOR _____ AND _____ / 100 DOLLARS PER EACH				
647.18010108	1 EA	RELOCATE COMMERCIAL SIGN FOR _____ AND _____ / 100 DOLLARS PER EACH				
647.18010208	1 EA	RELOCATE COMMERCIAL SIGN FOR _____ AND _____ / 100 DOLLARS PER EACH				
647.31	9 EA	RELOCATE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF) FOR _____ AND _____ / 100 DOLLARS PER EACH				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
647.51	49 EA	REMOVE AND DISPOSE SIGN PANEL, SIGN PANEL ASSEMBLY SIZE I (UNDER 30 SF) FOR _____ AND _____ / 100 DOLLARS PER EACH				
655.0806	36 EA	CAST FRAME F3, UNMOUNTABLE CURB BOX CU3 & 8PCB GRATE FOR _____ AND _____ / 100 DOLLARS PER EACH				
655.1022	7 EA	WELDED FRAME AND RECTANGULAR GRATE 22 FOR _____ AND _____ / 100 DOLLARS PER EACH				
655.1202	21 EA	MANHOLE FRAME AND COVER FOR _____ AND _____ / 100 DOLLARS PER EACH				
662.60020008	45 EA	ADJUST VALVE BOXES FOR RESURFACING WORK FOR _____ AND _____ / 100 DOLLARS PER EACH				
662.62000010	26 EA	RESETTING CASTING ON EXISTING UTILITY MANHOLES FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.0110	20 LF	DUCTILE IRON CEMENT LINED WATER PIPE 10" FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
663.0112	590 LF	DUCTILE IRON CEMENT LINED WATER PIPE 12" FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
663.1006	1 EA	RESILIENT WEDGE VALVE & VALVE BOX, 6" FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.1301	4 EA	HYDRANT FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.1810	2 EA	BOLTED SLEEVE TYPE COUPLING, 10" FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.2002	2646 LB	IRON WATER MAIN FITTINGS (10" - 16") FOR _____ AND _____ / 100 DOLLARS PER POUND				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
663.25000010	20 EA	RESTORE WATER SERVICE CONNECTIONS FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.31	1 EA	RELOCATE FIRE HYDRANT FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.33	62 EA	ADJUST EXISTING VALVE BOX ELEVATION FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.4106	15 LF	REMOVE AND DISPOSE EXISTING WATER MAIN, 6" FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
663.42	1 EA	REMOVE AND DISPOSE OF EXISTING WATER VALVE & VALVE BOX FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.43	3 EA	REMOVE AND DISPOSE EXISTING HYDRANT FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.51000004	1 EA	FURNISH AND INSTALL NEW WATER VALVE BOX FOR _____ AND _____ / 100 DOLLARS PER EACH				
663.52000004	1 EA	REMOVE EXISTING WATER VALVE BOX FOR _____ AND _____ / 100 DOLLARS PER EACH				
670.90	2 EA	RELOCATE LAMPPOST ASSEMBLY FOR _____ AND _____ / 100 DOLLARS PER EACH				
680.05010007	2 EA	360 DEGREE CAMERA VIDEO DETECTION SYSTEM FOR _____ AND _____ / 100 DOLLARS PER EACH				
680.5001	6.5 CY	POLE EXCAVATION AND CONCRETE FOUNDATION FOR _____ AND _____ / 100 DOLLARS PER CUBIC YARD				
680.510501	1 EA	PULLBOX, RECTANGULAR, CONCRETE, 26 IN X 18 IN FOR _____ AND _____ / 100 DOLLARS PER EACH				
680.520105	9.8 LF	CONDUIT, STEEL ZINC COATED, 1 1/2 IN. DIA. FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
680.730214	33 LF	SIGNAL CABLE, 02 CONDUCTOR, 14 AWG FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
680.730514	33 LF	SIGNAL CABLE, 05 CONDUCTOR, 14 AWG FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
680.79010008	1 LS	REMOVE TRAFFIC SIGNAL EQUIPMENT FOR _____ AND _____ / 100 DOLLARS PER LUMP SUM				
680.82250108	1 EA	RELOCATE PEDESTRAIN PUSHBUTTONS AND SIGNS FOR _____ AND _____ / 100 DOLLARS PER EACH				
680.82250108	1 EA	RELOCATE PEDESTRAIN POLE FOR _____ AND _____ / 100 DOLLARS PER EACH				
685.1102	16910 LF	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
685.1202	7963 LF	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 20 MILS FOR _____ AND _____ / 100 DOLLARS PER LINEAR FOOT				
685.3304	12 EA	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS - 20 MILS FOR _____ AND _____ / 100 DOLLARS PER EACH				
685.3404	7 EA	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 20 MILS FOR _____ AND _____ / 100 DOLLARS PER EACH				
697.03	618000 DC	FIELD CHANGE PAYMENT FOR _____ AND _____ / 100 DOLLARS PER DOLLARS AND CENTS	\$ 1	.00	\$ 618,000	.00
698.04	6500 DC	ASPHALT PRICE ADJUSTMENT FOR _____ AND _____ / 100 DOLLARS PER DOLLARS AND CENTS	\$ 1	.00	\$ 6,500	.00

ITEMIZED BID PROPOSAL						
REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80						
CITY OF BEACON, DUTCHESS COUNTY, NY						
MARCH 2024						
ITEM NO.	APPROXIMATE QUANTITY	ITEMS AND UNIT PRICES BID (WRITTEN IN WORDS)	UNIT BID PRICE		TOTAL COST	
			DOLLARS	CENTS	DOLLARS	CENTS
698.05	4000 DC	FUEL PRICE ADJUSTMENT FOR _____ AND _____ / 100 DOLLARS PER DOLLARS AND CENTS	\$ 1	.00	\$ 4,000	.00
699.040001	1 LS	MOBILIZATION (4%) FOR _____ AND _____ / 100 DOLLARS PER LUMP SUM				
		TOTAL BID PRICE				
		TOTAL BID PRICE IN WORDS	----- -----			
Name of Bidder: _____						
Note: The Lump Sum and Unit Price amount is to be written in <u>both</u> words and numbers. In case of discrepancy, the amount shown in words shall govern. The price shall be in dollars and cents. The Lump Sum amount shall include all labor, materials, equipment, services, etc. required to complete the work in accordance with the Plans, Specifications, and all other Contract Documents within the specified completion date.						

BIDDER BY: _____ **of Partner or Corporate Officer**

The total bid shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In the case of a discrepancy between the unit price in words and the unit price in numbers, the unit prices in words shall govern.

The estimated quantities are not guaranteed and are only for bid comparison purposes and final payment will be made for actual quantities regardless of the estimated quantities contained herein.

BID FORM

Acknowledgment of Receipt of Addenda

The undersigned acknowledges receipt of the following addenda to the bidding document (if none, state "NONE"):

**THE COMPLETED ACKNOWLEDGEMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH BID RESPONSE PACKAGE: NOT
SENT TO THE CITY OF NEWBURGH SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda may cause the bid to be considered non-responsive to the solicitation. Acknowledged receipt of each addendum must be clearly established and included with the bid.

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Name of Bidder

Street Address

City, State, Zip

Signature of Authorized Official

Date

(NAME OF CORPORATION)

of _____ is authorized to sign and submit a Bid for this
(Name of Corporation)

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

(NAME OF CORPORATION)

By _____

Title_____

The above form must be completed if the Bidder is a corporation

Federal DBE Commitment and GFE Bid Requirements

Letting Date:

Proposer Name

Address:

PIN 8757.30 & 8757.80
 Contract # D017347 & D017290
 DBE Goal 6 % as Stated in the Advertisement

We hereby submit a DBE commitment of % for the above-referenced project.

Identified below are the commitment(s) to certified* DBE's for this contract:

DBE Name:	Work Category*	Description of Work	DBE Credit % (A)	Commitment (B)	DBE Credit (AxB)
Example Company: Drainage R Us Address: 2543 Lexington Street, Troy, NY 12180	Construction	Closed Drainage Installation	100	\$1,120,000	\$1,120,000
Address: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Address: <input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*Only submit DBE(s) that you have verified are certified to perform/supply the identified commitments.

Total Commitment:

You are required to have firm commitments at the time of Letting. Within 5 calendar days of notification as apparent Low Bidder, you shall enter exactly (as shown) all of the DBE commitments identified here, into Equitable Business Opportunity Solution (EBO), NYSDOT's civil rights reporting software. No substitutions or reductions in commitments will be allowed without prior approval by the Sponsor, in accordance with NYSDOT Standard Specification §105-21.D.3.

NOTE: Bids may be submitted below the DBE Goal. If you do not meet the DBE Goal and are identified as apparent Low Bidder, you will be required to submit a Good Faith Effort package to the Sponsor, within 5 calendar days of notification.

*Key:	Work Categories:	DBE Credit %
	Construction	100
	Fabricator	100
	Manufacturer	100
	Material Supplier	60
	Professional Service	100
	Trucking Firm	100

Submitted By:

Enter Proposers Contact Information

Name:

Title:

Company Federal Tax ID XX-XXXXXXX

CERTIFICATION OF COMPLIANCE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (Prohibited Entities List) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of the Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

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

The City reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract, and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I _____, being duly sworn, deposes and says that he/she is the _____ of _____ and neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

Signed

SWORN to before me this

_____ day of _____

20____

Notary Public: _____

APPENDIX 12-1

CONSTRUCTION CONTRACT REQUIREMENTS

This page has been left intentionally blank.

CONTENTS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X).....	1
CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING(FHWA 1273 Section XI).....	1
FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)	2
REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,.....	5
GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION	6
REQUIRED CONTRACT PROVISIONS.....	7

ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (FHWA Section 1273 X)

A. The prospective bidder certifies to the best of its knowledge and belief that they and their Principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for a commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (A)(2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the Bidder is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING (FHWA 1273 Section XI)

A. The prospective bidder certifies, by signing and submitting this bid or proposal, to the best of his/her knowledge and belief, that:

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

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

C. The prospective bidder also agrees by submitting his/her bid or proposal that he/she shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that such subrecipients shall certify and disclose accordingly.

THESE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

FALSE CLAIMS CERTIFICATION (31 USC §3729, NYS Finance Law Article 13)

Under the Federal False Claims Act, 31 U.S. Code §3729, any person or entity who knowingly presents, or causes to be presented to the Federal Government, a false or fraudulent claim for payment or approval is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus three times the amount of damages the Government sustains.

Under the New York State False Claims Act, NYS Finance Law Article 13, any person or entity who knowingly presents or causes to be presented to the State of New York or Local Governments within the State of New York, a false or fraudulent claim for payment or approval is liable to the Government for a civil penalty of not less than \$6,000 and not more than \$12,000, plus three times the amount of damages the Government sustains.

“Knowingly” is defined as (1) actual knowledge; (2) acting in deliberate ignorance of the truth or falsity of information; or (3) acting in reckless disregard of the truth or falsity of information. No proof of specific intent to defraud is required.

The Contractor to whom the above-identified contract is to be awarded does hereby certify to the New York State Department of Transportation that it understands the prohibitions under the Federal and New York State False Claims acts and that it has not and will not submit or cause to be submitted any fraudulent claims in the submission of this bid or in connection with the above-identified contract. The Contractor further certifies that it understands retaliatory actions against employees and officers who initiate a *qui tam* (public) action on behalf of the government or cooperate in the investigation of a false claim are prohibited and are subject to an assessment of damages and penalties under the provisions of the Federal and New York State False Claims Acts.

THIS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN EACH BID PROPOSAL.

**NON-COLLUSIVE BIDDING CERTIFICATION
(NYS Finance Law §139-d and General Municipal Law §103-d)**

1. By submission of this bid:

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

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

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

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

2. Any bid hereafter made to the state or any public department, agency, or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, or regulation, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to have included the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation."

**STATE NON-COLLUSIVE BIDDING CERTIFICATIONS MUST BE INCLUDED IN EVERY BID
PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL
SPECIFICATIONS ARE USED.**

NON-COLLUSIVE BIDDING CERTIFICATION (2 CFR 1200)

"By submission of this bid, the Bidder does hereby tender to the Owner this sworn statement pursuant to Section 1128 of Title 23, U. S. Code-Highways and does hereby certify, in conformance with said Section 112 of Title 23, U. S. Code-Highways that the said Contractor has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the above contract."

The signatory to the proposal, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, his/her company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (of five percent or more ownership):

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency,
2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three years,
3. Does not have a proposed debarment pending; and
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

EXCEPTIONS: The Contractor should list any relevant information, attaching additional sheets to the proposal if necessary. (Exceptions will not necessarily result in disapproval but will be considered in determining responsibility. For any exception noted, the Contractor should indicate to whom it applies, the initiating agency, and the dates of actions. Providing false information may result in criminal prosecution or administrative sanctions).

FEDERAL NON-COLLUSIVE BIDDING CERTIFICATION MUST BE INCLUDED IN EVERY BID PROPOSAL REGARDLESS OF WHETHER NYSDOT SPECIFICATIONS OR LOCAL SPECIFICATIONS ARE USED.

**REPORTING VIOLATIONS OF NON-COLLUSIVE BIDDING PROCEDURES,
MISCONDUCT OR OTHER PROHIBITED CONTRACT ACTIVITIES**

**US DEPARTMENT OF TRANSPORTATION
OFFICE OF INSPECTOR GENERAL - FRAUD, WASTE & ABUSE HOTLINE**

The U.S. Department of Transportation (USDOT) Office of Inspector General (OIG) maintains a Hotline for receiving allegations of fraud, waste, abuse, or mismanagement in USDOT programs or operations. Persons with knowledge of bid collusion (i.e., contractors, suppliers, work persons, etc.), or other questionable contract-related practices (inadequate materials, poor workmanship, theft of materials, etc.), are encouraged to report such activities by calling the Hotline at 1-800-424-9071, emailing hotline@oig.dot.gov, or writing to the USDOT Inspector General, 1200 New Jersey Ave SE, West Bldg. 7th Floor, Washington, DC 20590. Allegations may be reported 24 hours a day, seven days a week by DOT employees, contractors, or the general public.

NEW YORK STATE OFFICE OF THE INSPECTOR GENERAL HOTLINE

The New York State Office of the Inspector General maintains a Hotline for receiving allegations of governmental misconduct. Reports of New York State governmental misconduct may be made in strict confidence to the Toll-Free 24-hour Statewide HOTLINE at 1-800-DO RIGHT (1-800-367-4448), the online complaint form at www.ig.ny.gov or in writing to the New York State Office of the Inspector General, Empire State Plaza, Agency Building 2 - 16th Floor, Albany, New York 12223.

**THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED
IN EACH BID PROPOSAL.**

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

The Contractor shall follow the requirements of NYSDOT Standard Specification §102-11 *Equal Employment Opportunity Requirements*. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, which is the county or counties in which the work is located, are as follows:

GOALS FOR PARTICIPATION OF MINORITIES					
COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	Richmond	Table
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	Kings	Table	St. Lawrence	2.5
Bronx	Table	Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	New York	Table	Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	Queens	Table	Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

(45 FR 65976 – 10/3/1980)

GOALS FOR PARTICIPATION OF MINORITIES BRONX, KINGS, NEW YORK, QUEENS, AND RICHMOND COUNTIES			
Electricians	9.0 to 10.2	Bricklayers	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers	24.6 to 25.6	Iron workers (ornamental)	22.4 to 23.0
Painters	26.0 to 28.6	Cement masons	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

(43 FR 14888 – 4/7/1978)

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally

classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S.

Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO

program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and

women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification

to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals

(even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

- b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this

contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

- (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
- (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
- (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the

contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on

a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an

authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

3. Records and certified payrolls (29 CFR 5.5)

a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at

<https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original

handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension

of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) Required information disclosures.

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they

perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeymen on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in

the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of

lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist,

harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any

violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section. * \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of

whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprourement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate,

threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring

leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the

contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29

CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be

performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may

direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier

participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective

participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly

enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that

all such recipients shall certify and disclose accordingly.

directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on

which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

APPENDIX 12-1A

CONSTRUCTION CONTRACT REQUIREMENTS FILLABLE FORMS

This page has been left intentionally blank.

Contents

NON-COLLUSIVE BIDDING CERTIFICATION..... 4

OFFERER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS..... 5

COMBINED CERTIFICATION FORM..... 6

**ALL FORMS MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED
IN EACH BID PROPOSAL.**

**NON-COLLUSIVE BIDDING CERTIFICATION
BIDDER INFORMATION**

Bidder to provide information listed below:

Bidder Address:

Street or P. O. Box No.

City

State

ZIP

Federal Identification No.:

Name of Contact Person:

Phone # of Contact Person:

If Bidder is a Corporation:

President's Name & Address:

Secretary's Name & Address:

Treasurer's Name & Address:

If Bidder is a Partnership:

Partner's Name & Address:

Partner's Name & Address:

If Bidder is a Sole Proprietorship:

Owner's Name & Address:

**THIS PAGE MUST BE INCLUDED IN ALL FEDERAL AID CONTRACTS AND MUST BE INCLUDED IN
EACH BID PROPOSAL.**

Offerer Disclosure of Prior Non-Responsibility Determinations

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

Address:

Name and Title of Person Submitting this Form:

Contract Procurement Number:

Date:

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

NO ☐ YES ☐

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

NO ☐ YES ☐

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

NO ☐ YES ☐

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity:

Date of Finding of Non-Responsibility:

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary.)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

NO ☐ YES ☐

6. If yes, please provide details below.

Governmental Entity:

Date of Termination or Withholding of Contract:

Basis of Termination or Withholding:

(Add additional pages as necessary.)

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

By: _____ Date:

Signature

Name:

Title:

COMBINED CERTIFICATION FORM

BY EXECUTING THIS DOCUMENT, THE CONTRACTOR AGREES TO:

1. Perform all work listed in accordance with the Contract Documents including all amendments, at the prices bid; subject to the Changed Conditions provisions if applicable,
2. Accompany this proposal with a bid bond, certified check or bank cashier's check for the specified amount of deposit required,
3. All the terms and conditions of the non-collusive bidding certifications required by §139-d of the State Finance Law and 2 CFR Part 1200,
4. Certify, under penalty of perjury, as to the current history regarding suspensions, debarments, voluntary exclusions, determinations of ineligibility, indictments, convictions or civil judgments required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section X "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion",
5. Certify that no Federal appropriated funds have been paid or will be paid, to any person for lobbying a Federal official or employee, or disclosure was made in accordance with 31 USC 1352 required by FHWA Form 1273 Required Contract Provisions Federal-Aid Construction Contracts-Section XI "Certification Regarding Use of Contract Funds for Lobbying",
6. Attest that its performance of the services outlined in this proposal does not and will not create a conflict of interest with nor position the firm to breach any other contract currently in force with the State of New York,
7. Certify that it understands the prohibitions under the Federal False Claims Act (31 USC §3729) and the New York State False Claims Act (NYS Finance Law Article 13),
8. Certify that all information provided to the Department with respect to the requirements contained in the Procurement Lobbying Law (State Finance Laws §139-j and §139-k) is complete, true and accurate,
9. Affirm, under penalty of perjury, that all the responses provided to the Department with respect to its submitted Form CCA-2 New York State Vendor Responsibility Questionnaire For-Profit Construction, are complete, true, and accurate, and further affirms and acknowledges that it must remain a responsible Contractor throughout the duration of the contract, in accordance with §105-05 Vendor Responsibility,
10. Provide commitments to meet the established DBE goal(s) prior to award or demonstrate good faith efforts to do so,
11. 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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the New York State Labor Law.

12. Certify to all other clauses required by this proposal and contained herein.

Dated _____, 20____

Legal Name of person, firm or corporation

By _____
Signature (Title)

(Acknowledgment by **Individual Contractor**)

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

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be described in and who executed the foregoing instrument, and that he/she acknowledged that he/she executed the same.

Notary Public

(Acknowledgment by **Individual Contractor, If a Corporation**)

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

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he/she resides at _____, and that he/she is the _____ of the _____ the corporation described in and which executed the above instrument, and that he/she signed his/her name thereto on behalf of said Corporation by order of the Board of Directors of said Corporation.

Notary Public

(Acknowledgment of **Co-Partnership Contractor**)

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

On this _____ day of _____, 20____, before me personally came _____, to me known and known to me to be the person described in and who executed the above instrument, who, being duly sworn by me, did for himself/herself depose and say that he/she is a member of the firm of _____, consisting of himself/herself and _____, and that he/she executed the foregoing instrument in the firm name of _____ and that he/she had authority to sign same, and did duly acknowledge to me that he/she executed same as the act and deed of said firm of _____ for the uses and purposes mentioned herein.

Notary Public

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF BEACON, NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of _____

Dollars (\$_____), good and lawful money of the United States of America, for the payment of which said sum of money well and truly to be made and done, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the CITY the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said Proposal without the consent of the CITY for a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's Proposal by the CITY, if the Principal shall:

- a. Within ten (10) days after notification by the CITY, execute the number of multiples provided by the CITY and deliver to the CITY all the executed counterparts of the Contract in the form set forth in the Contract Documents, in accordance with the proposal as accepted, and
- b. Furnish a performance bond and separate payment bond, as may be required by the CITY, for the faithful performance and proper fulfillment of such Contract, which bonds shall be satisfactory in all respects to the CITY and shall be executed by good and sufficient sureties, and
- c. In all respects perform the agreement created by the acceptance of said Proposal as provided in the Instructions to Bidders, bound herewith and made a part hereof, or if the CITY shall reject the aforesaid Proposal, then this obligation shall be null and void; otherwise to remain in full force and effect.

In the event that the Proposal of the Principal shall be accepted and the Contract be awarded to Principal the Surety hereunder agrees subject only to the payment by the Principal of the premium therefore, if requested by the CITY, to write the aforementioned performance and payment bonds in the form set forth in the Contract Documents.

BID BOND

It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

There shall be no liability under this bond if, in the event of the acceptance of the Principal's Proposal by the CITY, either a performance bond or payment bond, or both, shall not be required by the CITY on or before the 30th day after the date on which the CITY signs the Contract.

The surety, for the value received, hereby stipulates and agrees that the obligations of the Surety and its bond shall in no way be impaired or affected by any postponements of the date upon which the CITY will receive or open bids, or by an extensions of time within which the CITY may accept the Principal's Proposal, or by any waiver by the CITY of any of the requirements of the Instructions to Bidders, and the Surety hereby waives notice of any such postponements, extensions, or waivers.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, 20____.

(Seal)

_____(L.S.)
Principal

By: _____

(Seal)

_____(L.S.)
Surety

By: _____

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

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

BID BOND

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____

County of _____ ss:

On this ____ day of _____, _____, before me personally came to me known, _____ who, being by me duly sworn, did depose and say that he/she is the _____ of _____

_____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____

County of _____ ss:

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the members of the firm of _____

_____ described in and who executed the foregoing instrument, and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary

BID BOND

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____

County of _____ ss:

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

Notary

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.

CONFLICT OF INTEREST STATEMENT

Vendor's Name: _____

Signature Required: _____

Print Name

Date: _____

If the bidder is an individual, the bid must be signed by that individual; if the bidder is a corporation, by an officer of the corporation, or other person authorized by resolution of the Board of Directors, and in such case a copy of the resolution must be attached; if a partnership, by one of the partners or other person authorized by a writing signed by at least one general partner and submitted with the bid or previously filed with the Purchasing Agent.

"The submission of this constitutes a certification that no City Officer has any interest therein. (Note: In the event that any City Official has any such interest, the full nature thereof should be disclosed below.)"

REFERENCE SHEET

All bidders will be required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope to this bid. References must have had dealings with the bidder within the last 12 months. The City reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

If references have been filed with the City of Beacon Purchasing Department during the last 12 months, it will not be necessary to complete this form. Indicate filing date on the line provided.

BIDDER'S NAME: _____

DATE FILED: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

Bidder's Name: _____

Reference's Name: _____

Address: _____

Telephone: _____ Contact Person: _____

**BIDDERS CERTIFICATION OF
LIMITED FOREIGN INVOLVEMENT**

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

SUBMITTED TO: _____

SUBMITTED FOR: _____

SUBMITTED BY:

Name: _____
(print or type name of bidder)

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

Address: _____

Gentlemen:

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

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

(print or type name of bidder)

(Seal, if Corporation)

By: _____

Title: _____

SECTION 2

DBE/MBE/WBE/SDVOB PARTICIPATION GOALS

The following participation goal(s) have been established for this contract, expressed as a percentage of the total contract bid amount.

The DBE program applies to Federal Aid Contracts; the MBE, WBE, and SDVOB programs apply to Non-Federal-Aid Contracts. For more information see NYS Standard Specifications §102-12.

Disadvantaged Business Enterprise (DBE) Goal	<u>6%</u> (Federal-Aid Only)
Minority Business Enterprise (MBE) Goal	<u>N/A%</u> (Non-Federal-Aid Only)
Women's Business Enterprise (WBE) Goal	<u>N/A%</u> (Non-Federal-Aid Only)
Service-Disabled Veteran-Owned Business (SDVOB) Goal	<u>N/A%</u> (Non-Federal-Aid Only)

The NYSUCP DBE Directory is located at: <https://nysucp.newnycontracts.com/>

The NYS M/WBE Directory is located at: <https://ny.newnycontracts.com/>

The NYS SDVOB Directory is located at: <https://online.ogs.ny.gov/SDVOB/search>

GOALS FOR EQUAL EMPLOYMENT OPPORTUNITY (EEO) PARTICIPATION

GOALS FOR MINORITY PARTICIPATION

COUNTY	%	COUNTY	%	COUNTY	%
Albany	3.2	Herkimer	2.1	* Richmond	
Allegany	6.3	Jefferson	2.5	Rockland	22.6
Broome	1.1	* Kings		St. Lawrence	2.5
* Bronx		Lewis	2.5	Saratoga	3.2
Cattaraugus	6.3	Livingston	5.3	Schenectady	3.2
Cayuga	2.5	Madison	3.8	Schoharie	2.6
Chautauqua	6.3	Monroe	5.3	Schuyler	1.2
Chemung	2.2	Montgomery	3.2	Seneca	5.9
Chenango	1.2	Nassau	5.8	Steuben	1.2
Clinton	2.6	* New York		Suffolk	5.8
Columbia	2.6	Niagara	7.7	Sullivan	17.0
Cortland	2.5	Oneida	2.1	Tioga	1.1
Delaware	1.2	Onondaga	3.8	Tompkins	1.2
Dutchess	6.4	Ontario	5.3	Ulster	17.0
Erie	7.7	Orange	17.0	Warren	2.6
Essex	2.6	Orleans	5.3	Washington	2.6
Franklin	2.5	Oswego	3.8	Wayne	5.3
Fulton	2.6	Otsego	1.2	Westchester	22.6
Genesee	5.9	Putnam	22.6	Wyoming	6.3
Greene	2.6	* Queens		Yates	5.9
Hamilton	2.6	Rensselaer	3.2		

* The following goal ranges are applicable to the indicated trades in the Counties of Bronx, Kings, New York, Queens, and Richmond.

Electricians.....	9.0 to 10.2	Bricklayers.....	13.4 to 15.5
Carpenters	27.6 to 32.0	Asbestos workers.....	22.8 to 28.0
Steam fitters	12.2 to 13.5	Roofers	6.3 to 7.5
Metal lathers.....	24.6 to 25.6	Iron workers (ornamental).....	22.4 to 23.0
Painters.....	26.0 to 28.6	Cement masons.....	23.0 to 27.0
Operating engineers	25.6 to 26.0	Glaziers.....	16.0 to 20.0
Plumbers	12.0 to 14.5	Plasterers	15.8 to 18.0
Iron workers (structural)	25.9 to 32.0	Teamsters.....	22.0 to 22.5
Elevator constructors	5.5 to 6.5	Boilermakers	13.0 to 15.5
		All others	16.4 to 17.5

GOAL FOR PARTICIPATION OF WOMEN

The goal for the participation of women is 6.9%.

(43 FR 14888 – 4/7/1978)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted). If the Contractor performs construction work outside of New York State, it shall apply the goals established for the covered area where the work is actually performed.

APPENDIX A-1: SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

To be included in all contracts

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) **Compliance with Regulations:** The contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a.) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b.) cancellation, termination or suspension of the contract, in whole or in part.
- (6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION 3

SUPPLEMENTAL INFORMATION AVAILABLE TO BIDDERS

The information checked in the "Digital" column on this form is available at the Contract Documents tab within the Construction Contracting section of the [Business Center](#) on the Department's web site. The information checked in the "Inspection Only" column on this form is available at the Regional Office having jurisdiction for this project, as identified in the advertisement for bids, for inspection and review prior to the letting date. The bidder's signature on this proposal certifies that they have made themselves aware of the availability of the information indicated below:

THERE IS NO SUPPLEMENTAL INFORMATION AVAILABLE FOR THIS CONTRACT: ☐

INFORMATION	Digital ¹	Inspection Only
1. Unsealed Layered or 3D PDF Files	<input type="checkbox"/>	
2. CADD Information		
a. MicroStation DGN	<input checked="" type="checkbox"/>	
b. InRoads DTM and XML format	<input type="checkbox"/>	
c. InRoads ALG and XML format	<input type="checkbox"/>	
3. Cross Sections in ADOBE PDF format	<input type="checkbox"/>	
4. Quantity Work-ups ²	<input type="checkbox"/>	
5. Record Plans	<input type="checkbox"/>	<input type="checkbox"/>
6. Rock Cores (available for inspection only)		<input type="checkbox"/>
7. Sign Face Layouts in ADOBE PDF format	<input type="checkbox"/>	
8. Stormwater Pollution Prevention Plan (SWPPP)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Subsurface Information		
a. Subsurface Exploration Logs	<input type="checkbox"/>	<input type="checkbox"/>
b. Undisturbed Sample Logs	<input type="checkbox"/>	<input type="checkbox"/>
c. Laboratory Test Data from Soil Samples	<input type="checkbox"/>	<input type="checkbox"/>
d. Tabulated Results of Probing	<input type="checkbox"/>	<input type="checkbox"/>
e. Tabulated Depth to Bedrock	<input type="checkbox"/>	<input type="checkbox"/>
f. Rock Core Evaluation Logs	<input type="checkbox"/>	<input type="checkbox"/>
g. Compression Test Data from Rock Samples	<input type="checkbox"/>	<input type="checkbox"/>
h. Rock Outcrop Maps	<input type="checkbox"/>	<input type="checkbox"/>
i. Granular Materials Resource Survey Reports	<input type="checkbox"/>	<input type="checkbox"/>
j. Terrain Reconnaissance Reports	<input type="checkbox"/>	<input type="checkbox"/>
10. Subsurface Information - Other Information		
a. Subsurface information from outside sources	<input type="checkbox"/>	<input type="checkbox"/>
b. Source Information - Granular Material and aggregates	<input type="checkbox"/>	<input type="checkbox"/>
c. Special Subsurface Reports	<input type="checkbox"/>	<input type="checkbox"/>
11. Anticipated Construction Schedule	<input type="checkbox"/>	<input type="checkbox"/>
12. Asbestos Information		
a. Asbestos Blanket Variances	<input type="checkbox"/>	<input type="checkbox"/>
b. Asbestos Report	<input type="checkbox"/>	<input type="checkbox"/>
13. Special Reports or Other Information:		
a. Permits	<input type="checkbox"/>	<input type="checkbox"/>
b. Design Approval Document	<input type="checkbox"/>	<input type="checkbox"/>
c. Survey Control Report	<input type="checkbox"/>	<input type="checkbox"/>
d. Wetland Compensation Report	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

¹ – All digital material is provided in ADOBE (PDF) format, unless noted above.

² – Required for all projects.

SECTION 4

SPECIAL NOTES

#	TITLE	# OF PAGES
1	NYSDOT Standard Specifications	1
2	NYSDOL Prevailing Wage Rates and Federal Davis-Bacon Wage Rates	1
3	Right-of-way (ROW)	1
4	Sidewalks and Curb Ramps	1
5	511 NY	1
6	Superpave Hot Mix Asphalt	1
7	Buy America	1
8	NYSDOT Highway Work Permits	1
9	Coordination with Utility Schedule	3
10	Metric Units.....	1
11	Subsurface Survey	8
12	Insurance Coverage.....	1

Special Note 1:
NYSDOT Standard Specifications

This project is a Federal Aid Contract which will be completed under the oversight of the New York State Department of Transportation's (NYSDOT) Region 8 Local Project Unit and shall be subject to the latest rendition of the Local Projects Manual (LPM). This manual can be found online at the following link: <https://www.dot.ny.gov/plafap>

Except as modified herein, the current edition of the NYSDOT Standard Specifications, Construction and Materials (Section 100 and Sections 200-700) issued by the New York State Department of Transportation, Office of Engineering, dated May 1, 2022, including all revisions and addenda issued by NYSDOT prior to the date the Invitation to Bid is advertised shall govern the work to be done. All work contemplated under this contract is to be covered by and in conformity with the current NYSDOT Standard Specifications (Sections 200-700) except as modified by the contract plans.

Where the NYSDOT is mentioned in any capacity (including, but not limited to, Department, State, Commissioner of Transportation, DOT, or Director(s) of its subdivisions) as an approving authority with regard to materials, fabrication, inspections or other approvals, the approving authority shall be changed to the City of Beacon City Administrator or its representative.

Special Note 2:
NYSDOL Prevailing Wage Rates and Federal Davis-Bacon Wage Rates

The Contractor will be aware that the higher of the NYSDOL Prevailing Wage Rates and the Federal Davis-Bacon Wage Rates must be paid to the Contractors' and Subcontractors' employees. The current rates at the time of work completion shall be paid. The applicable rates can be found online at the following web addresses:

Federal Davis-Bacon Wage Rates: <http://www.wdol.gov/dba.aspx>

NYSDOL Prevailing Wage Rates:
<https://wpp.labor.state.ny.us/wpp/publicViewPWChanges.do?method=showIt>

The rates current as of the date of Advertisement have been included in this proposal for bidding purposes.

Special Note 3:
Right-of-way (ROW)

- A. All work to be performed under this contract will be within the public Right-of-Way (ROW) in accordance with section 105-15 of the current NYSDOT Standard Specifications. The contractor is to assure himself that all work is being performed within the ROW, including but not limited to vehicle access; storage of equipment, materials, debris and waste; landscaping; vegetation removal and management; grading, seeding and the installation of turf; and the installation of any fences or protective barrier.
- B. If contractor is unable to identify the limits of the Rights-of-Way when the contract calls for work in those vicinities, the contractor must contact the project engineer for definitive boundary determinations before any work may be initiated at those locations (current NYSDOT Standard Specifications sections 105-10 and 625).
- C. In accordance with section 107-13 of the standard specifications, releases for any non-essential contract work outside of the existing Rights-of-Way, including plantings, landscaping or driveway enhancement, will be provided by the project engineer and in no instance are to be secured by the contractor. The contractor shall not invade upon private properties, lands or buildings outside of the rights-of-way for any reason without first securing written permission from the property owner (current NYSDOT Standard Specifications sections 105-15, 107-13).
- D. The contractor will be held liable for any damages done. Any such injuries or damages shall be satisfactorily repaired or items replaced at the contractor's expense (current NYSDOT Standard Specifications section 107-08 and 107-13).

Special Note 4:
Sidewalks and Curb Ramps

SURVEY WORK: The contractor shall be responsible for field verifying all elevations and dimensions to ensure that where existing curb ramps are being replaced, the final layout of curb ramps, turning spaces, clear spaces, side flares, detectable warning units, and curb installations meet ADA requirements prior to pouring concrete or placing asphalt or pavers. The survey work necessary to meet these requirements shall be included in the cost of Item 625.01 - Survey Operations.

PEDESTRIAN ACCESS: Where excavations or other work occur on or near sidewalks or other pedestrian ways, the Contractor shall provide a safe and orderly pedestrian passage that complies with ADA standards around or through the work area. The pedestrian passage shall not subject pedestrians to hazards from traffic or construction operations nor cause the pedestrians to walk upon unsuitable or hazardous surfaces. Construction materials, vehicles, equipment, debris, temporary sign supports or other materials shall not be placed or stored on open sidewalks or walkways unless expressly shown in the contract documents or approved by the Engineer. Upon completion of the work at each location, the Contractor shall remove all remaining material and equipment and shall leave the affected area(s) in a neat condition.

LIMITED RIGHT-OF-WAY: All work to be performed under this contract will be within the public right-of-way in accordance with Section 105-15 of the Standard Specifications. At some locations the public Right-of-Way is at the back of or very close to the existing sidewalk or a sawcut line is needed to be made through the existing sidewalk to accommodate proposed work. At these locations the work may require non-traditional form work and/or pre-cast installation to ensure that all operations are conducted within the public right-of-way.

Special Note 5:
511 NY

To assist in keeping the 511NY system up-to-date, any scheduled work or activities on local roads which restrict the width, height, length or weight availability of the travel way or shoulder, may be reported to the Surface Transportation Controller (STC) using the Road Work Form (RWF). STC approval is not required, but notification to the STC (by email to dot.sm.r08.stc) located at the Hudson Valley Transportation Management Center (HVTMC) using the Road Work Form (RWF) may be necessary. The need to notify the STC shall be determined by the Engineer-in-Charge. All other lane closure notes and information in the contract documents shall also be followed.

Special Note 6:

PG BINDER AND MIX DESIGN LEVEL

Requirements of this note apply to all Section 404 Asphalt Pavement items in this contract, except for shim, permeable base, temporary pavements, and miscellaneous, which may use non-modified PG binders such as PG 64S-22 and PG 64H-22.

PG BINDER

Use polymer or Terminal Blend Crumb Rubber modified **PG 64E-22** (Extreme) meeting the requirements of AASHTO M 332, *Standard Specification for Performance Graded Asphalt Binder using Multiple Stress Creep Recovery (MSCR)*, for the production of asphalt mixtures for this project. In addition, the binder grade must also meet the **elastomeric** properties as indicated by one of the following equations for %R_{3.2}:

1. For $J_{nr3.2} \geq 0.1$, $\%R_{3.2} > 29.371 * J_{nr3.2}^{-0.2633}$
2. For $J_{nr3.2} < 0.1$, $\%R_{3.2} > 55$

Where:

R_{3.2} is % recovery at 3.2 kPa

J_{nr 3.2} is the average non-recoverable creep compliance at 3.2 kPa

When terminal blend CRM PG binder is used, the following shall apply:

- Crumb rubber particles shall be finer than #30 sieve size.
- The CRM PG binder shall be storage-stable and homogeneous.
- The Dynamic Shear Rheometer (DSR) shall be set at 2-mm gap.
- The CRM PG binder shall be 99% free of particles retained on the 600 µm sieve as tested in accordance with Section 5.4 of M 332.

Use of poly-phosphoric acid (PPA) to modify the PG binder properties is prohibited for mixtures containing limestone, limestone as an aggregate blend component, limestone as a constituent in crushed gravel aggregate, or recycled asphalt pavement (RAP) that includes any limestone. This prohibition also applies to the use of PPA as a cross-linking agent for polymer modification.

MIX DESIGN

The mixture designs must be developed in accordance with the criteria specified in the asphalt pavement items that are appropriate for the Mixture Design Level of **75 Gyration**s.

Note: The PG binder for this project will be modified with polymer or CRM additives to meet the requirements stated above. Handling of the asphalt mixture shall be discussed at pre-construction and pre-paving meetings.

Special Note 7:
Buy America

The Contractor should be aware that Buy America provisions are in effect on this project. The Contractor should reference the current NYSDOT Standard Specifications for complete details.

Special Note 8:
NYSDOT Highway Work Permits

No vehicular or pedestrian detours requiring use of State-controlled routes are anticipated to be necessary for this project scope of work.

However, should the Contractor elect to make use of these roadways either by rerouting traffic onto these segments or by placing signage within these segments, he/she shall be responsible for obtaining or co-signing the following NYSDOT Work Permits and providing them to the NYSDOT Permit Engineer:

1. PERM 33 - Non-Utility Work Permit (4 Original Copies. City of Beacon will be co-applicant)
2. ACORD 25 - 1 copy - Certificate of Insurance, NYSDOT named as additional insured
3. ACORD 855 - 1 copy- New York Construction Certificate of Liability Insurance Addendum
4. PERM 44 - Surety Bond in the amount of \$10,000

The contractor will be responsible for all permit, bond and insurance fees associated with the above permit forms, should they be necessary. The contractor shall provide a surety bond per PERM 44 in the amount specified by the NYSDOT Regional Permit Engineer. The submission and acceptance of these forms is required prior to the contractor beginning work on the project.

For additional information, refer to:

<https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operationssection/highway-permits>

No additional payment will be made to the Contractor for work efforts or fees related to the above forms/permits.

Special Note 9:
Coordination with the Utility Schedule

The Contractor shall become familiar with all provisions of Section 107-07, "Protection of Underground Facilities" of the Standard Specifications. The Contractor shall use the necessary precautions to prevent damage to pipes, conduits, and other underground facilities. All costs associated with verification of the location of underground facilities pursuant to 16 NYCRR 753 Protection of Underground Facilities, as amended, shall be included in the prices bid for the respective contract items involved.

The Contractor's attention is directed to Section 107-05 J, "Electrical Safety", of the Standard Specifications with regard to construction operations that could cause employees or the vehicles or equipment they are operating to come into contact with ("direct contact") or enter into dangerous proximity to ("indirect contact") energized electrical systems. Electrical systems shall be assumed to be energized high voltage until verified otherwise by the Utility. The Contractor shall identify and reference all potential electrical hazards and document such actions to the Engineer as part of the Project Safety and Health Plan.

All utility company forces and/or their subcontractors shall conduct their operations to ensure the safety and convenience of travelers and abutting property owners as well as the safety of all workers on the contract. Travelers include, but may not be limited to motorists, motorcyclists, bicyclists and pedestrians. All utility company forces and/or their subcontractors shall maintain public access to intersecting roads, business establishments, adjacent property, bus stops and transportation facilities for vehicles, pedestrians, and bicyclists. Additionally, while performing their work, all utility company forces and/or their subcontractors shall provide and maintain accommodations for safe pedestrian passage on at least one side of the roadway at all times, unless other temporary pedestrian accommodations are approved by the Engineer.

The Contractor must coordinate his schedule of operations with the various Utility owners involved with the project and shall verify utility information found in the contract documents.

Utility adjustment and/or relocations required by the various Utility owners in connection with PIN 8757.30 & 8757.80 – Rehabilitation of Fishkill & Teller Avenues include:

Central Hudson Electric & Gas (Electric)

Central Hudson (CenHud) electric facilities are predominantly located near the curbline along the south side of Teller Avenue, with a few poles located at the curbline or behind the sidewalk on the north side. Along Fishkill Avenue, poles are located on both sides of the roadway, predominantly along the curbline or within a grass buffer strip between the curb and sidewalk. Where existing poles are located within the existing or proposed sidewalk limits, they are proposed to be relocated by CenHud forces to the back edge of the sidewalk within City owned ROW limits or within the grass buffer area where applicable. This work has been completed to the extent possible, with only poles to be

relocated within sidewalk areas not yet constructed remaining. Should CenHud relocation work be needed after award of this project and in conflict with construction operations, the Contractor is to coordinate their operations with CenHud to confirm locations of poles still requiring relocations and allow them to complete their relocation work unobstructed (approximately 8 to 12 weeks).

Verizon Communications

Verizon shares ownership of many of the utility poles in the project area with CenHud. Verizon's work shall proceed in a continuous manner from start to finish by Verizon forces for a duration of approximately 16 calendar weeks, immediately following Altice's relocation operation. Should Verizon relocation work still be ongoing after award of this project, the Contractor is to coordinate their operations with Verizon to allow them to complete their relocation work unobstructed.

Altice (Cablevision of Wappingers Falls, Inc.)

Altice facilities are also present on the utility poles within the project area. Altice's work shall proceed in a continuous manner from start to finish by Altice forces for a duration of approximately 4 calendar weeks, immediately following CenHud's relocation operation. Should Altice relocation work still be ongoing after award of this project, the Contractor is to coordinate their operations with Altice to allow them to complete their relocation work unobstructed.

General

The above time periods do not apply to any corrective work to repair damage done by the Contractor to existing utility facilities. Those repairs may require time beyond those mentioned above. Also, all time periods are exclusive of frost periods and may be further extended if other natural deterrents occur that the Engineer judges to justify such extension.

In addition to the above listed utility efforts, others may become necessary during the construction phase as a result of more precise location data or other changes that might develop. These relocations are to be performed by the utility companies coordinating with the Contractor. These additions are not subject to the above-mentioned time frames and the actual time frame is to be determined by the Engineer considering the utility companies' scheduling.

All known existing public and private utility lines within or adjacent to the site of the work are shown in their approximate locations on the contract plans. The Contractor is cautioned that these locations are not guaranteed, nor is there a guarantee that all such lines in existence have been shown on the plans.

The Contractor is referred to the provisions of the General Specifications that govern his responsibility for the protection and support of all utilities facilities encountered during his work. The Contractor shall conduct his operations as to prevent damage to such facilities. He shall make such explorations as may be necessary to determine the dimensions and locations of lines that may be subject to damage. Notification to the various owners of

facilities shall be given in accordance with New York State Industrial Code 753.

The Contractor shall make good any damage to those utilities caused by his operations. If the nature of the damage is such as to endanger the satisfactory operations of the utilities and the necessary repairs are not immediately made by the Contractor, the work may be done by the respective owning companies and the cost thereof charged against the Contractor.

Prior to the commencement of construction, the Contractor shall meet with all the known public and private utility companies occupying the work site. The Contractor shall, at this meeting, inform the utility companies of his schedule of operations and so coordinate his work with these companies.

Contact Information:

Project Utility Contacts are listed below. They are subject to change throughout the project and it is the Contractor's responsibility to maintain the proper contacts for each agency for the life of the project.

CHGE

Matthew Odell (845-874-7958 *Supervisor*

Altice (Cablevision of Wappingers Falls)

Jason Curran 914-326-1047 *Const. Manager*

Verizon

Jimmy Chiu (845) 451-6329 *Supervisor*

City of Beacon Highway

Michael Manzi (845) 831-0932 *Superintendent*

City of Beacon Water & Wastewater

Ed Balicki (845) 831-7130 *Superintendent*

Special Note 10:
Metric Units

Contractor's attention is directed to the fact that this project was designed in and still contains metric base units. As metric specifications are no longer maintained by the State, all dimensions have been revised to show dual units and conversion factors have been provided where applicable for use of English specifications and contractors convenience.

Special Note 11: Subsurface Survey

The Contractor shall collect coordinate data and digital photographs for exposed, relocated, and new subsurface utilities and features during construction.

If Item 625.09010015 – *Subsurface Survey* is included in the contract, this work shall be paid for under that Item. Otherwise, no separate payment will be made for this work and the cost shall be included in prices bid for the various contract items.

For the purposes of this surveying requirement, a ‘subsurface feature’ shall be considered any man-made object larger than 5 feet in any direction (e.g., vault, tank, gas main, fiber optic cable, pile, cattle pass, building foundation). The term subsurface feature shall be understood to include subsurface utilities.

Subsurface utilities are any underground/buried facilities and networks used for the transmission, distribution, or collection of desired resources or a useful service and generally serves a public need, such as electricity, gas, water, sewer, or communications.

This surveying requirement extends to any subcontractors or services working on behalf of the Contractor.

Data collection and survey work is preferred to be conducted by a licensed surveyor, but it is not a requirement.

Scope of Surveying Requirement

Required features to be surveyed shall include but is not limited to:

- Existing features/utilities that are exposed below grade
- Not-in-service or abandoned existing features/utilities that are exposed below grade
- Existing utility service lines (both residential and commercial) that are exposed below grade
- New or relocated features/utilities installed below grade by the Contractor
- New or relocated utility service lines (both residential and commercial) installed below grade by the Contractor
- New or relocated features/utilities installed below grade by the Department (e.g., traffic signal lines, ITS fiber optic lines)
- Any other features as directed by the Engineer.

Survey data shall be collected for every location where subsurface features/utilities are installed or encountered during the course of performing work for this contract. This includes any work occurring outside of the State right-of-way.

Ground level utility mark outs provided by third parties (e.g., 811 Dig Safely New York) shall also be recorded (Level 9 data, see Table 1).

When a subsurface feature/utility is encountered, and it is feasible, reasonable, and safe, an adequate length/depth/surface area of the feature should be exposed to identify the size and direction/orientation of the feature/utility. The size of the excavation is not required to be significantly enlarged/extended for the sole purpose of collecting utility survey data to meet this contract requirement. Any additional excavation

SPECIAL NOTES

work required to expose the adequate length/depth/surface area of the utility/feature for subsurface surveying shall be paid for under the pay item which the original excavation was being paid.

Where a feature/utility cannot be directly surveyed (e.g., when it passes below a large object, structure, or body of water), survey data shall be collected where the feature/utility enters and exits the obscured area. The portion of feature/utility that is obscured shall be clearly indicated that it has not been measured.

The Contractor is not responsible for surveying any new subsurface utilities/features installed in association with this contract by third parties (e.g., municipalities, utility companies, railroad companies). However, the Contractor is responsible for surveying any subsurface features/utilities when performing work on behalf of a third party.

Natural features (e.g., boulders, bedrock, tree stump) and general debris (e.g., buried cars, junk/trash, man-made waste materials) are not required to be surveyed.

Features that are visible from above ground but extend underground (e.g., drainage structures, electrical pull boxes, utility transmission poles) are not required to be surveyed unless the subsurface portion of the feature is not well represented by the above ground visible portion (e.g., only a manhole is visible above ground for a 20'x20'x10' vault).

Features which are to be removed under this contract are not required to be surveyed for this contract requirement. However, any exposed portions of a subsurface utility/feature to remain shall be surveyed.

Examples of existing subsurface features/utilities to be surveyed if encountered (The surveying requirement is not limited to the features/utilities in this listing):

- Gas mains & services (and any protective casings)
- Electrical lines and services
- Stormwater drainage pipes
- Underdrain/edge drain (even if flexible pipe, use the minimum data point interval for rigid linear utilities)
- Drainage culverts
- Sewer lines and services
- Waterlines & services (including thrust blocks)
- Communication cables (internet, tv, telephone, fiber optic lines)
- Communication vaults
- ITS lines (message boards)
- ATM tubes
- Traffic signal wires
- Traffic detector wires (where installed location is not obvious/visible from above ground)
- Steam lines
- Underground tanks (gas, septic)
- Structure piles, foundations, and footers (exposed areas only)
- Buried retaining walls (e.g., sheet piling), abandoned culvert headwalls, buried pavement slabs not integral to the exposed pavement structure, and other such features that are subsurface obstacles.
- Cattle pass
- Coal chutes
- Conduit duct banks

§107-01 D - *Archaeological Salvage* specifications apply if any archaeological salvage is encountered.

SPECIAL NOTES

Response Times

The Contractor shall notify on-site inspection staff immediately upon encountering or exposing subsurface features/utilities.

The Contractor shall report to the Engineer the date, time, location, and general description of any subsurface utilities and other subsurface features encountered within 24 hours, or as agreed upon with the Engineer.

The Contractor shall provide reasonable time and access for Department staff to take survey for verification of the complete survey to be conducted by the Contractor. During data collection, periodic comparison of survey data collected by the Contractor and the Department should be conducted to identify accuracy discrepancies. This should be done prior to backfilling the excavation. The Contractor and Engineer should agree upon what will be considered 'reasonable time and access' prior to backfill operations.

The collected raw survey data shall be provided to the Engineer within 30 days of data collection, or as agreed upon with the Engineer.

A complete survey data package shall be submitted to the Engineer a minimum of 14 days prior to contract completion. The Department may conduct a review of the data to verify it is complete and meets accuracy and nomenclature requirements before providing reimbursement for the pay item.

Data Collection

Data Collection Capabilities

For any planned operations involving subsurface excavation/interactions (e.g., excavation, trenching, cable burial, directional boring, guiderail post installation, sign post installation, sidewalk removal), the Contractor shall have equipment readily available that is capable of survey-grade data collection (i.e., relative positional data accuracy level 1-3, see Table 1).

For unanticipated subsurface operations and discovery of a subsurface utility/feature, survey-grade data collection should be performed whenever feasible. If not feasible, survey should be conducted with best tools/methods and to best data accuracy level available.

For the purpose of this surveying requirement, "survey grade" coordinate data shall refer to data that meets Level 1, 2, or 3 relative positional accuracy requirements as defined in Table 1.

Data Points to Collect

As access and safety allows, sufficient data points should be collected to identify the extent and/or orientation of a utility/feature (i.e., which direction a utility line runs, or the edges of a buried object) as well as the size/depth (e.g., pipe size) of the utility/feature.

The frequencies of observations must be adequate enough such that the digital rendition yielded through 3D modeling of the collected data creates a virtual representation that is geometrically and spatially representative of the actual feature/utility within the designated level of relative positional accuracy.

Unless otherwise agreed upon with the Engineer, data points shall be collected, at a minimum, at the following locations:

- At the exposed limits/ends of the utility/feature
- At horizontal bends, vertical bends, points of deflection, and joints (a minimum of 3 data points are

SPECIAL NOTES

- required to survey a bend/deflection, and a minimum of 4 data points for a joint)
- At junctions (e.g., where drainage pipe enters/leaves a drainage structure)
- At any distinct point of change in size/shape of the utility/feature
- At edges/corners of features
- For rigid linear utilities/features (e.g., HDPE stormwater drainage pipe) data points shall be collected at a minimum interval of 25 feet along the run
- For flexible linear utilities/features (e.g., fiber optic cable), data points shall be collected at a minimum interval of 10 feet along the run
- For locations where utilities cross or are in close proximity to other utilities or objects (i.e., less than 2 feet of separation), data points shall be collected at a minimal interval of 1 foot along each of the utilities/features until 5 feet away from the crossing or point of proximity.
- At the above ground reference points

Curved Linear Utilities/Features

When a utility/feature has either horizontal or vertical curvature along its run, the minimum interval distance between data points shall be adjusted. Data points shall be collected such that the offset between the straight-line chord between consecutive data points and the curved feature does not exceed the maximum relative positional accuracy thresholds (see Table 1) for the level of accuracy (e.g., 1-9) attributed to the utility/feature. Refer to Figure 1. For instance, for new installations (Level 1 accuracy required), the maximum threshold in accuracy is ± 0.1 feet both horizontally and vertically, so the distance 'A' in Figure 1 cannot be greater than 0.1 feet. If it is, then the interval distance between data points needs to be reduced. Regardless of chord offset distance, the shortest data point interval distance required shall be 1 foot.

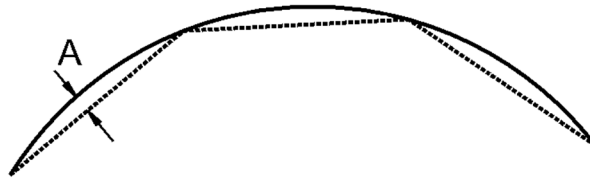


Figure 1 – Data Point Interval Adjustment Due to Feature Curvature

Survey Baseline Points

Survey baseline points should be utilized in accordance with the NYSDOT Land Surveying Standards and Procedures manual.

Reference Points

When survey baseline points are not available or manual measurement methods are being utilized, a minimum of 2 above ground reference points shall be included for every 300 feet of subsurface feature/utilities to be surveyed. Reference points shall be surveyed at the same time as when the feature/utility survey data collection is performed.

When possible, reference points should be selected/located such that horizontally at least 30 degrees of separation exists between the 2 reference points and the data points to be collected.

SPECIAL NOTES

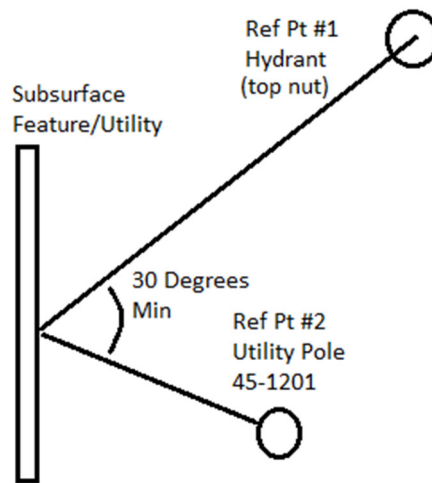


Figure 2 – Separation of Reference Points (Plan View)

Data Standards

Standard Department survey codes, datums, projections, coordinate systems, policies, and procedures shall be followed for utility survey data collection and processing.

(<https://www.dot.ny.gov/divisions/engineering/design/design-services/land-survey/standards-procedures>)

If a survey code is needed that is not included in the standard Department survey codes, it may be used, but the non-standard code must be noted and included in the Civil .XIN file with included feature definition and assigned symbology.

References:

- NYSDOT Geographic Information Systems (GIS) Standards and Procedures.
https://gis.ny.gov/coordinationprogram/workgroups/wg_1/related/standards/index.html
- NYSDOT Highway Design Manual, (HDM) Chapter 20 - *CADD Standards and Procedures*
- NYSDOT HDM Chapter 22 – *Engineering Software Settings and Resources*
- NYSDOT Project Development Manual (PDM) Appendix 14

New Installations

Relative positional accuracy level requirements for all new or relocated installations shall at minimum meet any accuracy requirements associated with the installation work. If there are special circumstances (risk, practicalities, and costs) that may make it difficult, unsafe, or impractical to obtain the requisite level of accuracy for all or a portion of a new installation, a request to allow a lesser quality level can be submitted to the Engineer. Requests shall be made in advance, not after surveying data collection opportunities have passed (e.g., the excavated area is backfilled). Department approval of a lesser accuracy level decision needs to be agreed upon and documented prior to conducting the survey.

Trenchless Installations

Where part or all of new installation of an underground utility is achieved by trenchless technology methods, collect the utility features at points of exposure, accurately measuring and recording positions in order to meet the new installation data accuracy requirements. Any portion of the trenchless feature that is not directly measured shall not be designated as more accurate than relative positional accuracy Level 5.

Utility Plow Installations

Where part or all of new installation of an underground utility is achieved by utility plow methods, collect

SPECIAL NOTES

horizontal position and ground surface vertical position at required intervals, then adjust the vertical position of the utility by the depth of burial. Any data points collected by this method shall not be designated as more accurate than relative positional accuracy Level 4.

Data Requirements / Data Schema

Data shall be provided and formatted as per the data schema shown in the Subsurface Survey Data Form. The data can be submitted using the data form (spreadsheet) or as a geodatabase (.GDB) that compiles with the data schema. The data schema outlines the required data to be recorded for each data point, as well as the required format of the data. Although some data fields are identified as ‘not required’, it is required to provide as complete of a data record as is reasonably feasible.

The Subsurface Utility Data Form is available at: <https://www.dot.ny.gov/forms>.

Some of the details that the data records are expected to include are:

- The horizontal position (X,Y coordinates)
- The vertical position (Z coordinate)
- Collection method (e.g., survey-grade equipment, smartphone GPS, hand measurement)
- Corresponding relative positional accuracy level (1-9)
- Datum and coordinate system used
- Date of survey
- Utility/feature type (e.g., water, gas, electric, communication)
- Material (e.g., metal, PVC, wire/cable)
- Size and shape of the utility/feature
- Whether the utility is within an encasement (e.g., casing, conduit)
- Positional description of what the data point represents (e.g., top of pipe, bottom of pipe, NW side of electrical vault).
- Any known status of the utility (e.g., active or not-in-service) at time of project completion
- Reference points used (e.g., when conducting manual measurements)

If a definitive field assessment can be made or reliable information is provided as to the inactive status of a utility, then a proper utility description, attribute, and survey code shall be used to identify it as not-in-service (abandoned).

For reference points, provide a description (e.g., top nut of fire hydrant, base of signal pole on NE corner of intersection) and general location (e.g., mile marker, station/offset, distance from landmark). If submitting the Subsurface Utility Data Form, enter this information in the ‘Notes’ data field.

Coordinate Data Deliverables

The following files shall be provided electronically:

- Option A: Completed Subsurface Utility Data Form (spreadsheet)
Option B: A geodatabase (.GDB) containing the same information as required in the Subsurface Utility Data Form organized in a format that can be readily imported into ArcGIS.
- Copy of any raw field data collected.
- Copy of any field survey notes.

SPECIAL NOTES

Data Accuracy Attributes

All collected features shall be assigned a positional accuracy level attribute. The accuracy level definitions are provided in the following table:

Table 1 – Relative Positional Accuracy Requirements

Level1	Positional Accuracy		Comments
	Horizontal	Vertical	
1	±0.1 feet	±0.1 feet	Aligns with Quality Level A (QL-A) requirements from ASCE 38-02 standard
2	±0.2 feet	±0.2 feet	Can generally be achieved without the need for survey bench leveling
3	±0.5 feet	±0.5 feet	Can generally be achieved using GPS equipment and RTK methods
4	±1 foot	±1 foot	Aligns with Quality Level B (QL-B) requirements from ASCE 38-02 standard
5	±3 feet	±3 feet	Can generally be achieved by post-processing mapping grade data from GPS equipment
6	--	--	(level is reserved for future use)
7	±100 feet	Indeterminate	Recreation-Grade GPS (e.g., smartphones)
8	Indeterminate	Indeterminate	Can generally be achieved by manual measurement tools (e.g., tape measure) without any geo-reference data. No tie to a verified baseline control point (e.g., highway benchmark) or geo-reference source (e.g., Smartphone GPS, CORS)
9	No direct measurement	No direct measurement	Use this level to record second-hand designation of indirect survey of the subsurface features (e.g., ground level utility mark outs)

Note: At the 95% confidence level, using the root-mean-square error (RMSE).

Digital Photographs

In addition to the coordinate data, the Contractor shall also take digital photographs to document the general locations of the observations and as well as what was observed in the areas of excavation.

Photographs shall be taken that help identify the general location of the excavation, the size of the excavation, the location of the utilities/features within the excavation, as well as close-up photographs (should be able to read a tape measure/scale placed near the feature) of the utilities/features. For documenting the view into the excavation, photographs should be taken from at least 2 different perspectives/angles. If there are any exposed markings on the feature/utility, close-up photographs (such that the markings can be easily read) should be taken.

When feasible and safe, place a tape measure/scale near the utilities/features in the photograph to aid in determining/verifying their approximate size.

Photographs should be taken of any above ground utility mark outs such that the general location of the mark outs can be discerned from the images. The color, text, and symbols of the mark outs should be discernable from the images.

SPECIAL NOTES

Photograph Requirements:

- Images shall be taken at a minimum resolution of 1920x1080
- Image files shall include geo-coded location data (i.e., the horizontal (X,Y coordinates) location where the image was taken will display on common map applications)
- Image files shall be in JPEG or PNG file format (TIFF, GIF, or other common image file format approved by the Engineer)
- Individual image file sizes should not exceed 20MB

In some situations, digital video recordings may improve documentation of the exposed features/utilities, and as such, inclusion of videos to supplement the survey is encouraged. However, providing videos does not replace the requirement to provide photographs. Any audio commentary provided in videos shall be relevant to the survey and well-mannered. Individual video file sizes should not exceed 500MB.

The digital photographs and digital video files shall be considered part of the survey data package and shall be submitted to the Engineer within 14 days of collection and a minimum of 14 days prior to contract completion, unless otherwise agreed upon with the Engineer.

The digital photograph (and any video) files shall be transferred to the Department on a thumb drive(s)/flash drive(s) or other manner approved or directed by the Engineer. Any media (e.g., flash drive) used to deliver the files will not be returned.

Confidential Data

Any collected data (e.g., coordinate data, photographs, etc.) deemed confidential by the Department shall not be shared with other parties and shall be deleted after verification of the data package by the Department. If notified that collected data may be confidential, until the final data package is delivered and verified by the Department, the Contractor shall store the data in question in a secure location.

SPECIAL NOTE #12
INSURANCE COVERAGE

By virtue of the scope, location, type, and/or estimated value, the following types of insurance, listed in the Standard Specifications §107-06B do not apply to this project and the Contractor is under no obligation to furnish proof of such insurance.

Professional Liability/ Errors and Omissions is not required unless the Contractor intends to include professional services requiring the signature, stamp or certification of a licensed professional, including, without limitation, erection plans, demolition plans, containment plans, coffer dams, and temporary sheeting.

Railroad Protective Liability Insurance is not required because the project scope does not require work affecting any Railroads as described in §105-09.

Marine Protection & Indemnity Insurance is not required because the project scope does not require any Work performed on a navigable waterway using barges or other watercraft.

Pollution Liability Insurance is not required because the Contractor will not employ mobile equipment or tanks or facilities for fueling vehicles or equipment on-site. The Contractor will only use licensed and registered vehicles that are covered by a Commercial Automobile Policy, or provide the Pollution Liability Insurance.

BUILDERS' RISKS INSURANCE is not required because the project scope does not require the construction of a structure or building and/or the project is valued at less than the threshold amount.

Additional Insured:

The following list supplements the required additional insured parties identified in §107-06A.4-Additional insureds:

- NYSDOT
- City of Beacon
- County of Dutchess
- Any consultants working for or on the project, including their agents or employees.
- Central Hudson Electric & Gas
- Verizon Communications
- Altice (Cablevision of Wappingers Falls, Inc.)

Refer to Standard Specifications §107-06 for requirements regarding these additional insured parties.

SECTION 5

REHABILITATION OF FISHKILL AND TELLER AVENUES - PINs 8757.30 & 8757.80
CITY OF BEACON, DUTCHESS COUNTY, NY

LIST OF SPECIAL SPECIFICATIONS

ITEM NO.	DESCRIPTION	UNIT
209.11020024	TEMPORARY CATCH BASIN INSERT - OIL, HYDROCARBONS, TRASH, SEDIMENT AND DEBRIS REMOVAL	EA
304.11000008	SUBBASE COURSE (MODIFIED)	CY
603.97000002	SAWCUTTING CULVERT PIPE	EA
604.50180010	OFFSET CATCH BASIN	LF
607.95010007	REMOVE, STORE AND RESET EXISTING FENCING	LF
607.95020007	REMOVE, STORE AND RESET EXISTING FENCING	LF
607.95030007	REMOVE, STORE AND RESET EXISTING FENCING	LF
608.01020005	COLORED AND IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK	CY
608.07000115	RAISED CROSSWALK	LF
608.10080008	RESETTING BRICK, BLOCK, OR FLAGSTONE SIDEWALKS OR DRIVEWAYS	SF
615.02060124	REMOVE, STORE, AND RESET LANDSCAPE APPURTENANCE, TYPE 01	EA
619.27000007	RELOCATE POSTAL COLLECTION BOXES	EA
623.12000008	CRUSHED STONE	CY
625.09010015	SUBSURFACE SURVEY	LS
627.50140008	CUTTING PAVEMENT	LF
647.18010108	RELOCATE COMMERCIAL SIGN	EA
662.60020008	ADJUST VALVE BOXES FOR RESURFACING WORK	EA
662.62000010	RESETTING CASTING ON EXISTING UTILITY MANHOLES	EA
663.25000010	RESTORE WATER SERVICE CONNECTIONS	EA
663.51000004	FURNISH AND INSTALL NEW WATER VALVE BOX	EA
663.52000004	REMOVE EXISTING WATER VALVE BOX	EA
680.05010007	360 DEGREE CAMERA VIDEO DETECTION SYSTEM	EA
680.79010008	REMOVE TRAFFIC SIGNAL EQUIPMENT	LS
680.82250108	RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS	EA
680.82250408	RELOCATE PEDESTRIAN POLE	EA

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

DESCRIPTION:

The work shall consist of furnishing, installing, maintaining, removing, replacing, and disposing of a temporary catch basin insert at the locations indicated in and according to the contract documents, and as directed by the Engineer.

The work shall also consist of removing and storing a temporary catch basin insert prior to a catastrophic storm event (e.g., flooding), and replacing and reinstalling it after the event at the locations indicated in and according to the contract documents, and as directed by the Engineer.

Acronyms

CBI – Temporary Catch Basin Insert

MATERIALS:

The following sections of the standard specification shall apply:

Temporary Catch Basin Insert	713-21
------------------------------	--------

CONSTRUCTION DETAILS

The following section of the standard specifications shall apply:

Soil Erosion and Sediment Control	209-3.01
-----------------------------------	----------

with the following exceptions:

- Torn or punctured geotextile must be replaced (see Maintenance below)
- Sediment deposition removed from the CBI shall be disposed of in accordance with §107-10 E.

Installation: Install the CBI according to manufacturer's instructions.

Inspection: Using the most restrictive inspection criteria listed below, the Contractor shall inspect each CBI:

- daily,
- after a rainfall event of 0.5" or more per twenty-four (24) hour period,
- as per manufacturer's instructions, and
- as per the conditions of the Stormwater Pollution Prevention Plan (SWPPP) (if the contract includes one).

Maintenance: Maintenance shall include the following:

- Removal of all accumulated sediment and debris from the vicinity of the CBI after each rainfall event of 0.5" or more per twenty-four (24) hour period and prior to removal of the insert for maintenance.
- Removal of CBI according to manufacturer's instructions.
- Emptying the CBI when the CBI's containment area is more than one third (1/3) full or

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

before the sediment/trash/debris reaches the overflow openings. The Contractor shall ensure that the CBI is not so full that removing it causes the geotextile to rip, tear or become non-functioning. CBIs damaged during removal shall be replaced at the Contractor's expense. Sediment and/or debris that has been released into the drainage structure shall be removed by the Contractor and disposed of as below.

- Refer to the manufacturer's instructions for emptying and re-installing the CBI. Removal of trash, sediment and debris from the CBI shall be done in a manner that ensures no trash, sediment or debris will enter an unprotected drainage structure.
- Disposal of the removed sediment shall occur at an upland location away from all stormwater conveyances.
 - Trash shall be disposed of according to §107-10 E. of the standard specifications.
- If a CBI's fabric or strap is torn,
 - dispose of the sediment and debris contained within the unit according to this specification, and
 - replace the entire CBI. A CBI shall be replaced at no additional cost to the state.
- When CBI servicing results in a non-functioning or poorly functioning CBI, the CBI shall be replaced at no additional cost to the state.
- CBIs shall be removed prior to winter shut down. Re-installation of the CBIs shall occur prior to ground disturbance or first thaw in the following spring, whichever occurs first, and according to manufacturer's instructions.

Emergency Removal, Storage and Reinstallation: Emergency removal, storage and reinstallation shall be performed in association with catastrophic events (e.g. storms and flooding) as follows:

- As directed in consideration of forecasted events (e.g. moderate or major flood warnings) in impacted urban or residential locations where flooding is likely to result in hazardous public conditions.
- Removal, storage, and reinstallation as specified and applicable under Maintenance above. This includes replacing any damaged, poorly functioning, or non-functioning CBI.
- CBIs removed for emergency flooding events shall be reinstalled prior to resuming construction.

CBIs shall be removed according to §209-3.01 and disposed of according to §107-01 E. after all soil disturbance areas have been fully stabilized with an established, permanent, and approved vegetative cover at a uniform density of eighty percent (80%).

METHOD OF MEASUREMENT

Temporary Catch Basin Insert. The work will be measured as the number of each CBI furnished, installed, maintained, removed, replaced, and disposed.

Temporary Catch Basin Insert Emergency Removal and Reinstallation. The work will be measured as the number of each CBI removed, stored, replaced, and reinstalled.

BASIS OF PAYMENT

Temporary Catch Basin Insert. The unit price bid for each CBI furnished, installed, maintained, removed, replaced, and disposed shall include the cost of all labor, materials, and equipment

ITEM 209.11XXNN24 – TEMPORARY CATCH BASIN INSERT (CBI)

necessary to satisfactorily complete the work.

Temporary Catch Basin Insert Emergency Removal and Reinstallation. The unit price bid for each CBI removed, stored, replaced, and reinstalled shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Progress payments will be made at fifty percent (50%) of the unit price bid upon installation of each CBI. The remaining fifty percent (50%) will be paid after soil disturbance areas have been fully stabilized with an established, permanent, and approved vegetative cover at a uniform density of eighty percent (80%) and the CBI has been removed. No progress payments are offered for the emergency removal and reinstallation of CBI.

Payment will be made under:

Item Number	Description	Unit
209.11010024	Temporary Catch Basin Insert – Trash, Sediment, and Debris Removal	EA
209.11020024	Temporary Catch Basin Insert – Oil, Hydrocarbons, Trash, Sediment and Debris Removal	EA
209.11030024	Temporary Catch Basin Insert – Oil and Hydrocarbon Absorbent Pouches	EA
209.11040024	Temporary Catch Basin Insert – Removal, Storage and Reinstallation	EA

ITEM 304.11000008 - SUBBASE COURSE (MODIFIED)

DESCRIPTION:

All the provisions of Section 304 pertaining to Subbase Course, Type 1 shall apply. The contractor may at their option substitute Subbase Course, Type 2. If Subbase Course, Type 2 is substituted all the provisions of Section 304 pertaining to Subbase Course, Type 2 shall apply.

ITEM 603.97000002 - SAWCUTTING CULVERT PIPE

DESCRIPTION:

The work shall consist of sawcutting existing culvert pipes at locations indicated in the contract documents or where ordered by the engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Culvert pipes shall be cut off squarely at a location indicated on the plans or established by the engineer.

The method and equipment used for the culvert sawcutting shall be approved by the engineer.

METHOD OF MEASUREMENT:

The quantity to be paid for under this item shall be the number of culvert pipes which are sawcut in accordance with the plans and this specification.

BASIS OF PAYMENT:

The unit price bid for each sawcut culvert pipe shall include the cost of all labor, material and equipment necessary to complete the work. Necessary excavation shall be paid for under Item 206.02, Trench and Culvert Excavation.

ITEM 604.50180010 - OFFSET CATCH BASIN

DESCRIPTION.

This work shall consist of the construction of offset catch basins as shown on the plans or in a manner approved by the Engineer.

MATERIALS.

Subsection 604-2.01 shall apply with the following additions:

Timber sheet piling to be left in place shall conform to the requirements of Subsection 552-2.01.

CONSTRUCTION DETAILS.

Subsections 604-3.01, 3.02, 3.03, 3.05, 3.06, and 3.11 shall apply.

Timber sheet piling to be left in place shall be installed where shown on the plans and in accordance with Subsection 552-3.01.

METHOD OF MEASUREMENT.

Subsection 604-4.01 shall apply.

BASIS OF PAYMENT.

Subsection 604-5.01 shall apply with the following modifications and additions:

1. The unit price bid per foot shall include the cost of all bar reinforcement and timber sheet piling left in place.
2. Select granular fill (when used) and frames, grates, and covers will be paid for under their respective items.

12/05/08E
9/8/89
11/1/90
3/15/96 M

ITEM 607.95nn0007 - REMOVE, STORE AND RESET EXISTING FENCING

DESCRIPTION:

This work shall consist of the removal, storage and resetting of existing fencing in locations shown on the Plans, described in the proposal, or as directed by the Engineer.

MATERIALS:

Existing materials shall be salvaged and reused in resetting the fencing. Materials damaged or lost by the Contractor and those components of the fencing which by nature of their construction are not suitable for reuse, shall be replaced in kind by the Contractor at his expense.

CONSTRUCTION DETAILS:

The locations and limits of the existing fencing to be removed shall be as shown on the plans or as authorized by the Engineer. The Contractor shall carefully dismantle and remove the existing fencing and provide safe storage of the salvaged materials until reuse. The salvaged fencing and related components shall be erected in the same location as before, or as shown on the Plans, with all posts plumb and fencing true to line and grade.

METHOD OF MEASUREMENT:

The quantity to be paid for under this item will be the number of linear feet of fencing removed, stored and reset.

BASIS OF PAYMENT:

The unit price bid per linear foot shall include the cost of furnishing all labor, materials and equipment necessary to remove, provide safe storage and reset the fencing. Progress payments for the work under this item will be made as follows: 25% for the removal of the fencing and the remainder (75%) upon satisfactory resetting of the fence.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
607.95nn0007	Remove, Store and Reset Existing Fencing	Feet

NOTE: nn denotes serialized pay item. These items will be paid for by the linear feet within established size/type groups.

ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT

CONCRETE SIDEWALK

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

DESCRIPTION

Construct Portland cement concrete sidewalks as shown on the contract documents according to §608 of the Standard Specifications, using colored and/or imprinted concrete, including color matching joint material, when specified.

MATERIALS

Apply §608-2.01 with the following modifications:

Colored Concrete

All coloring agents shall produce a color conforming to the Federal Standard 595. The color shall be as indicated on plans.

Color admixtures for integrally colored concrete will be certified by the manufacturer as meeting the requirements of ASTM C979 Standard Specifications for Pigments for Integrally Colored Concrete and be packaged such that one dose is the proper dosage for one cubic yard of concrete.

Imprinted Concrete

Use imprinting tools capable of imprinting the surface of the concrete with a uniform and aligned pattern and/or texture. Use a clear release agent as specified by the imprinting tool manufacturer. These materials shall be approved by the Engineer prior to their use.

Color Matching Joint Material

When specified for any location, use a color matched caulking compound designed for joint sealing.

CONSTRUCTION DETAILS

Apply §608-3.01 with the following modifications:

Test Panels

Prior to the start of work, the Contractor shall show evidence of successful completion of similar installations. The Contractor shall construct a job site test panel for each individual color and pattern or combination of color and pattern specified in the contract documents. The test panel(s) shall be 5 feet x 5 feet, minimum, and constructed at a location selected by the Engineer. As many test panels will be constructed as are necessary to produce sample panels that meet the approval of the Engineer. The permanent work shall be consistent with the appearance of the approved test panel(s) as determined by the Engineer. The test panel(s) shall not be incorporated into the work and will be removed when ordered by the Engineer.

ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT

CONCRETE SIDEWALK

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

Colored Concrete

Apply color admixtures and dry shake additives at the manufacturers recommended dosage rate. This rate is to remain constant for all batches of concrete produced. Prior to placing concrete, protect adjacent surfaces and structures from spatters. Once a portion of the batch has been placed, no additional water shall be added to the remaining batch.

To integrally color the concrete, introduce the color additive into the mixer drum in a manner recommended by the manufacturer. The quantity of concrete being delivered shall be no less than one-third the capacity of the mixer drum. Batch the concrete in full cubic yard increments.

After the concrete is placed, apply a color matching hardener evenly to the plastic surface by the “dry shake” method as recommended by the manufacturer.

Imprinted Concrete

Screed concrete to the finished grade and apply release agent. Using methods as recommended by the manufacturer, apply pre-approved imprinting tools to the surface while the concrete is still plastic. The requirement for a lightly broomed surface is waived.

Unless otherwise specified, score or saw cut the surface to a minimum depth of $\frac{1}{4}$ the thickness of the slab at intervals of 5 feet. Tool the edges, joints and scored areas in a manner consistent with the imprinting pattern. If the saw cut option is used, the Contractor shall be responsible for performing the saw cut operation at such time as to minimize the possibility of spalling and/or cracking

Within 24 hours, remove release agent with pressure wash and apply a pre-approved sealer, recommended by the coloring manufacturer, at a rate consistent with manufacturer’s specifications.

Color Matching Joint Material

Install pre-molded resilient joint filler (§705-07) where the sidewalk line intersects a building, walk, permanent structure or other location designated by the Engineer, to within 1-inch of the top of the slab. Caulk the top 1-inch of the joint with color matching caulking compound.

METHOD OF MEASUREMENT

Apply §608-4.01

ITEM 608.01020005 – COLORED AND IMPRINTED PORTLAND CEMENT

CONCRETE SIDEWALK

ITEM 608.01030005 – COLORED PORTLAND CEMENT CONCRETE SIDEWALK

ITEM 608.01040005 – IMPRINTED PORTLAND CEMENT CONCRETE SIDEWALK

BASIS OF PAYMENT

Apply §608-5.01

The cost of construction and removal of the test panel(s) is to be included in the price bid for the specified item(s).

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
608.01020005	Colored and Imprinted Portland Cement Concrete Sidewalk	Cubic Yard
608.01030005	Colored Portland Cement Concrete Sidewalk	Cubic Yard
608.01040005	Imprinted Portland Cement Concrete Sidewalk	Cubic Yard

ITEM 608.0700XX15 – RAISED CROSSWALKS

DESCRIPTION:

The work shall consist of furnishing and installing Raised Crosswalks in accordance with the plans, specifications, and as ordered by the Engineer.

The work shall include providing and placing the asphalt or Concrete, cutting in the rebates, tack coat and any demolition (unclassified excavation and disposal), saw cutting, fill, sub-base material, compaction, and all labor and material necessary for the installation of the raised crosswalk. Also included are patching and repairs to affected asphalt and concrete as necessary, finish work, and any required adjustments to utilities. All material and labor required to perform these tasks is included.

MATERIALS:

The material shall comply with the New York State Department of Transportation, Standard Specifications, (§), dated May 1, 2008 and the latest update to the §, effective at the date of letting, to include the associated Material and Manufacturing requirements of Section 700 of the§. The specifications and updates may be accessed at,

<https://www.nysdot.gov/main/business-center/engineering/specifications>.

The material - shall comply with, but not be limited to, the requirements of the following sections: 203-2, 304-2, 402-2, 407-2 and 502-2.

CONSTRUCTION DETAILS:

The work shall be in conformance with the US Customary Standard Sheets as referenced in the contract documents. The raised crosswalk shall be constructed, as shown on the plans or as directed by the Engineer, true to line and grade. The work performed shall comply with, but is not limited to, the following Specification Sections: 202-3, 203-3, 206-3, 304-3, 402-3, 407-3, 490-3 and 502-3.

The contractor shall be in compliance with New York State Code, Rule 753. The contractor shall coordinate with utility companies and any appropriate governmental agency when utilities and/or access to these facilities are affected by the contractor's work. This may include, but is not limited by, pull boxes, shut off boxes, manhole access covers, and underground equipment. Any existing facilities not indicated to be removed that are damaged by the contractor's operations, shall be repaired by the contractor, to the satisfaction of the Engineer, at no additional cost.

METHOD OF MEASUREMENT:

The quantity to be paid shall be measured as the linear foot (as measured in the direction of pedestrian travel) of furnished and installed raised crosswalk in accordance with the plans, specifications and directions of the Engineer.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing all labor, material, and equipment necessary to satisfactorily complete the work, to the acceptance of the Engineer. Any required survey will be paid for separately under the lump sum price bid for survey operations. Pavement markings will be paid for separately.

<i>Item Number</i>	<i>Description</i>	<i>Pay Unit</i>
608.07000115	Raised Crosswalk – Asphalt	Linear Foot
608.07000215	Raised Crosswalk – Concrete	Linear Foot

ITEM 608.10080008 - RESETTING BRICK, BLOCK OR FLAGSTONE SIDEWALK OR DRIVEWAYS

DESCRIPTION:

Under this item the contractor shall carefully remove, store, clean and reset the existing sidewalk or driveway in kind as shown on the plans.

MATERIALS:

All brick, block or flagstone shall be salvaged in a usable condition as determined by the Engineer.

Any additional material or damage caused by the contractor to the existing material shall be replaced with equal material of the same shape, size and color, to the satisfaction of the Engineer. All material shall meet the requirements of the Standard Specifications or as directed by the Engineer.

CONSTRUCTION DETAILS:

All brick, block and flagstone shall be laid in the same pattern as existed or as directed by the Engineer, and shall be bedded in the same manner as was the existing sidewalk or driveway.

METHOD OF MEASUREMENT:

This work will be measured as the number of square feet of sidewalk or driveway reset.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all labor, material and equipment necessary, including any additional material as needed, repair to damaged material, excavation and any bedding materials needed to complete the work. Any additional subbase material needed as shown on the plans to raise the grade of the existing sidewalk or driveway shall be paid for under its appropriate item.

ITEM 615.020XNN24 - REMOVE, STORE AND RESET LANDSCAPE APPURTENANCES

DESCRIPTION

This work shall consist of removing, storing and resetting landscape appurtenances in accordance with the contract documents and as directed by the Engineer.

MATERIALS

The following sections of the standard specification shall apply:

Portland Cement Concrete – General

501-2

for all concrete foundations required, except that the requirements for inspection facilities, automated batching control and recordation do not apply. The concrete shall be Class A concrete for structures, unless otherwise specified. The batching, mixing and curing methods and the inspection facilities shall meet the approval of the Department or its representative. The Contractor may submit for approval a mix at least equivalent to the specified Class A concrete.

Incidental installation material may also include hardware, grout, silicone sealant or others. Refer to the contract documents and any manufacturer's installation instructions for incidental material(s) required to complete the re-setting of each landscape appurtenance.

CONSTRUCTION DETAILS

Prior to removal:

The Contractor, as necessary and appropriate to the intent of resetting, shall sufficiently document the current location and orientation(s) of the existing appurtenance(s). The documentation shall ensure that the required reassembly (including footings) in the existing or new location is accurate and consistent with the original assembly, unless otherwise noted in the contract documents.

Removal:

Existing landscape appurtenance(s) shall be removed from the location(s) indicated, and according to specific instructions provided, in the contract documents.

Removal shall be completed in a manner that prevents damage to the material, material assembly, mounting infrastructure and/or hardware, as appropriate. If removing the existing structural concrete is called for in the contract documents, the existing structural concrete or other materials for footings shall be broken up and removed, and the affected portions of the appurtenances carefully cleaned.

Any damage to the landscape appurtenance that may result from the Contractor's removal and storage operations shall be repaired or the damaged components shall be replaced at no additional cost to the State. Should the resultant damage be deemed irreparable, the Contractor must replace the landscape appurtenance with one of comparable size, appearance and capacity to the existing, as appropriate. Damaged landscape appurtenances requiring replacement, unless otherwise specified, shall become the property of the Contractor and shall be removed from the work site at no additional cost to the State.

ITEM 615.020XNN24 - REMOVE, STORE AND RESET LANDSCAPE APPURTENANCES

Storage:

Landscape appurtenance(s) shall be stockpiled at an approved location, and/or as indicated in the contract documents, with adequate provision for damage protection.

Resetting:

The landscape appurtenance(s) shall be reset at the location(s) and orientation(s) indicated in the contract documents.

All material, including footings, shall be reset according to the manufacturer's installation instructions and/or the contract documents and/or documentation by the Contractor prior to removal, as appropriate. The landscape appurtenance shall be satisfactorily reset in a secure and upright position.

METHOD OF MEASUREMENT

This work will be measured as the number of each landscape appurtenance satisfactorily removed, stored and reset.

BASIS OF PAYMENT

The unit price bid per each landscape appurtenance removed, stored and reset shall include the cost of furnishing all labor, materials, and equipment, including concrete footings, necessary to satisfactorily complete the work.

Payment will be made under the following:

<u>ITEM</u>	<u>DESCRIPTION</u>
615.02010124	Remove, Store and Reset Bench, Type 01
615.02010224	Remove, Store and Reset Bench, Type 02
615.02010324	Remove, Store and Reset Bench, Type 03
615.02020124	Remove, Store and Reset Trash Receptacle, Type 01
615.02020224	Remove, Store and Reset Trash Receptacle, Type 02
615.02020324	Remove, Store and Reset Trash Receptacle, Type 03
615.02030124	Remove, Store and Reset Planter, Type 01
615.02030224	Remove, Store and Reset Planter, Type 02
615.02030324	Remove, Store and Reset Planter, Type 03
615.02040124	Remove, Store and Reset Flagpole, Type 01
615.02040224	Remove, Store and Reset Flagpole, Type 02
615.02040324	Remove, Store and Reset Flagpole, Type 03
615.02050124	Remove, Store and Reset Boulder, Type 01
615.02050224	Remove, Store and Reset Boulder, Type 02
615.02050324	Remove, Store and Reset Boulder, Type 03
615.02060124	Remove, Store and Reset Landscape Appurtenance, Type 01
615.02060224	Remove, Store and Reset Landscape Appurtenance, Type 02
615.02060324	Remove, Store and Reset Landscape Appurtenance, Type 03

ITEM 619.27000007 - RELOCATE POSTAL COLLECTION BOXES

DESCRIPTION:

Under this item the contractor shall relocate postal collection boxes as shown on the plans or as directed by the Engineer, with the written approval of the local Postmaster or the applicable private delivery company.

MATERIALS:

None.

CONSTRUCTION DETAILS:

The contractor shall notify the owner at least fourteen (14) days prior to each relocation and request that a representative be present at the site when the collection box is moved. Any mail in the box shall be removed by the representative before relocation begins.

The contractor shall relocate postal collection boxes without causing interruptions in postal services. Any damage to the collection boxes caused by the project operations, shall be repaired at the contractor's expense as directed by the Engineer.

For temporary relocations, the collection box shall be secured to the sidewalk or concrete pad as directed by the engineer to prevent tipping of box. For final placement, the collection box shall be connected to the concrete sidewalk or pad with rust proof concrete anchors as directed by the Engineer.

METHOD OF MEASUREMENT:

Payment for the relocation of postal collection boxes will be made on the basis of each box moved and reset to the final location. No additional payment will be made for temporary relocations that are necessary to facilitate work.

BASIS OF PAYMENT:

The unit price for each relocate collection box shall include all equipment, material and labor necessary to complete the work.

ITEM 623.12000008 - CRUSHED STONE (IN PLACE MEASURE) MODIFIED

All specification requirements for Item 623.12 shall apply except for the following additions:

MATERIALS:

- 1) Material supplied shall meet the requirements of Concrete Aggregate Type CA 2 as shown on Table 501-2 of the Standard Specifications.
- 2) Material shall be stockpiled, sampled and tested in conformance with the procedures contained in the appropriate Departmental publications which are current on the date of advertisement for bids. On contracts containing less than 100 cubic yards in total quantity, the stockpiling requirement may be waived by the Regional Geotechnical Engineer.

METHOD OF MEASUREMENT:

A deduction shall be made for pipes (based on nominal diameters) and other payment items, when the combined cross-sectional area exceeds 1 square foot, unless otherwise shown on the plans. No deduction will be made for the cross sectional area of an existing facility.

ITEM 625.09010015 - SUBSURFACE SURVEY

DESCRIPTION

This work shall consist of collecting coordinate data and taking digital photographs of new or relocated subsurface utilities, exposed subsurface utilities, and large subsurface man-made objects exposed during construction in accordance with the contract documents and as directed by the Engineer.

MATERIALS

None Specified.

CONSTRUCTION DETAILS

Work shall be completed in accordance with the special note titled '*Subsurface Survey*' included in the contract proposal documents.

METHOD OF MEASUREMENT

This work will be measured on a lump sum basis.

BASIS OF PAYMENT

The lump sum price bid shall include the cost of furnishing all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment will be made when all data and digital photographs as required by the aforementioned special note are submitted to and verified by the Engineer. Partial payments are allowed up to 50% of the lump sum amount.

ITEM 627.50140008 - CUTTING PAVEMENT

DESCRIPTION:

The contractor shall cut existing asphalt pavement, concrete pavement, asphalt surface course, or asphalt concrete overlay on concrete pavement at the locations indicated and detailed on the plans and as directed by the Engineer.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

Existing pavement and overlay shall be cut perpendicular to the roadway surface along neat lines, and to the depth indicated on the plans and typical sections, using appropriate equipment. After the pavement has been cut through, the Contractor may use pry bars, pneumatic tools or other methods, to pry loose the pavement to be removed from the pavement that is to remain. A pavement breaker may be used to break up the pavement to be removed after the pavement has been completely cut through and completely free from the pavement to remain.

When pavement cutting is called for in the Contract documents, if a neat vertical face with minimal shatter is obtained by performing an adjacent operation (such as milling) which eliminates the need to perform a separate pavement cutting operation, payment will be made for both the pavement cutting item and the item for the adjacent operation.

Any existing pavements and curbs not indicated to be removed that are damaged by the contractor's operations, shall be repaired at no additional cost to the State. Pavement cutting that the contractor chooses to do for his/her own convenience shall not receive any additional payment from the State.

METHOD OF MEASUREMENT:

The quantity to be measured will be the number of linear feet of pavement cutting satisfactorily completed.

BASIS OF PAYMENT:

The unit price bid per linear foot of pavement cutting shall include the cost of all labor, materials, and equipment necessary to satisfactorily complete the work.

Payment for prying, breaking, removal and disposal of cut pavement shall be made through other appropriate items.

ITEM 647.1801NN08 - RELOCATE COMMERCIAL SIGN

DESCRIPTION:

This work shall consist of relocating existing commercial signs including existing electrical service lines when applicable. The existing footings shall be replaced as shown in the contract documents or as directed by the Engineer.

MATERIALS:

Materials not specified.

CONSTRUCTION DETAILS:

The commercial signs shall be relocated in such a manner that damage does not occur. The relocations include applicable electrical service lines and new footings. All electrical work performed by the contractor shall conform to existing electrical standards and codes.

The Contractor shall contact the owner or his representative to obtain the details for the footing. The footing excavation shall conform to Section 206. The footing concrete shall conform to Section 555. Reinforcing bars for the footing shall conform to Section 556. Anchor bolts for the footing shall conform to Section 564.

The commercial sign shall be relocated to the location shown on the plans or as directed by the Engineer. Any damage incurred shall be repaired or replaced at the contractor's expense to the satisfaction of the Engineer.

METHOD OF MEASUREMENT:

This work will be measured as the number of each commercial sign relocated.

BASIS OF PAYMENT:

The unit price bid shall include cost of all labor, materials and equipment necessary to complete the work. Excavation, concrete, reinforcing bars, and anchor bolts for the new footing shall be included in this item.

Note: NN denotes a serialized pay item (for each relocated sign).

ITEM 662.60020008 - ADJUST VALVE BOXES FOR RESURFACING WORK (GAS)

DESCRIPTION:

This work shall consist of excavating as necessary and adjusting existing gas valve box castings where adjustments are required to meet the new pavement grade.

MATERIALS:

The concrete collar foundation and pavement restoration shall meet the requirements for Class A Concrete in Section 555 of the Standard Specifications.

CONSTRUCTION DETAILS:

The Contractor shall accurately locate all gas valve boxes to be raised prior to paving operations and then proceed to resurface over the valve boxes. After the first course asphalt concrete has been laid, and prior to placing the top course asphalt concrete, the contractor shall cut out the existing pavement to its full depth and 6" (150mm) outside the outer edges of the top section of the existing gas valve box castings and make any other excavation necessary to remove the castings.

Cutting the existing pavement shall be done with tools or equipment acceptable to the Engineer and in a manner to avoid cracking abutting portions of pavement.

The top section of the gas valve box shall then be raised to meet the new grade of the proposed top course of resurfacing. The top section of the gas valve box shall be supported on a 6" concrete collar foundation 6" in depth. When the concrete collar has sufficiently hardened, the excavated area shall be backfilled and properly tamped with selected material to the subgrade of the existing pavement and pavement restoration made. After the concrete pavement has cured for the required period, the contractor shall proceed with his paving operations.

If any gas valve box castings or covers are damaged caused by the contractor's operations, repairs and/or replacements shall be made at no expense to the State.

METHOD OF MEASUREMENT:

This work will be measured as the number of gas valve boxes adjusted in accordance with the specifications and to the satisfaction of the Engineer.

BASIS OF PAYMENT:

The unit price bid shall include the cost of all the necessary excavation, disposal of excavated material, 6" collar foundation, restoration of pavement, furnishing all labor, materials (including Portland Cement, but not including new castings where castings are specified), and equipment necessary to complete the work.

**ITEM 662.62000010 - RESETTING CASTINGS ON EXISTING UTILITY
MANHOLES**

DESCRIPTION

This work shall consist of removing, storing, and resetting existing utility castings, complete with covers, and appurtenances, to grade on existing utility manholes.

MATERIALS

Masonry chimney materials shall meet the requirements of the following subsections of Section 700:

Precast Concrete Pavers	704-13
Masonry Mortar	705-21

Concrete shall be Class A meeting the requirements of Section 501.

CONSTRUCTION DETAILS

The existing castings, covers, and appurtenances shall be removed, stored if necessary, cleaned and reset to the line and grade as indicated in the Plans or as directed by the Engineer.

The existing masonry adjustment collar, or a portion of it, shall be removed where necessary for resetting of the existing casting. The existing castings shall be set to grade using precast concrete pavers and mortar and/or Class A concrete. The castings shall be set in a mortar bed on the existing structure. If an adjustment ring was removed from the structure, the casting shall be set at such grade that no adjustment ring is needed, and the adjustment ring shall become the property of the Contractor and shall be removed from the site of work.

Any pavement and shoulder courses, subcourses, curbs, sidewalks, lawns and other top surfaces removed or damaged during the work of removing the existing castings and setting the new castings, shall be replaced in kind, unless otherwise shown on the plans or directed by the Engineer. This shall include all sawcutting necessary for this removal.

METHOD OF MEASUREMENT

This work will be measured by the number of existing utility castings, complete with covers, reset to grade on existing utility manholes.

BASIS OF PAYMENT

The unit price bid for resetting each utility casting shall include the cost of furnishing all labor, materials and equipment necessary to complete the work.

ITEM 662.62000010 - RESETTling CASTINGS ON EXISTING UTILITY
MANHOLES

Any castings, covers or appurtenances broken through carelessness on the part of the Contractor shall be replaced at the Contractor's expense.

The cost of pavement cutting, excavation, backfill, and pavement restoration will be paid for under their respective items.

ITEM 663.25000010 - RESTORING WATER SERVICE CONNECTIONS

DESCRIPTION.

Under this item the Contractor will be required to remove sections of the existing water service where necessitated by the construction and to restore these water service connections where and as ordered by the Engineer.

This item includes only those water service connections which require new locations due to conflict with drainage lines or structures or due to excavation operations.

MATERIALS.

All material furnished and work performed shall meet all requirements of the Local Water District.

Pipe and appurtenances used in connections shall be of the same size and type and of a quality equal to or better than the line being restored.

CONSTRUCTION DETAILS.

Water service connections shall be maintained at all times unless permission is granted otherwise by the owner or by the Engineer. If service is allowed to be interrupted, it shall be held to a minimum and cause the least possible inconvenience to the consumer. Twenty-four (24) hour advance notice shall be given the Engineer and the affected user when interruption is necessary.

If any water service line is broken through carelessness on the part of the Contractor, it shall be replaced at his own expense.

METHOD OF MEASUREMENT.

The water service connections to be measured will be the number of water service connections restored in accordance with the Plans, Specifications, or orders of the Engineer and to the satisfaction of the Local Water District.

BASIS OF PAYMENT.

The price bid for this item shall cover the cost of all materials, labor, excavation, and incidentals necessary to complete the work.

ITEM 663.51000004 – FURNISH AND INSTALL NEW WATER VALVE BOX
ITEM 663.52000004 – REMOVE EXISTING WATER VALVE BOX
ITEM 663.53000004 – REPLACE EXISTING WATER VALVE BOX TOP SECTION

DESCRIPTION

Work consists of installation of water valve box as required in Contract Documents and as directed by Engineer.

The work shall be in conformance with the requirements of NYSDOT Standard Specifications Section 663 Water Supply Utilities.

MATERIALS

The provisions of the NYSDOT Standard Specifications Section 663, latest revision, and the contract documents shall apply.

CONSTRUCTION DETAILS

The provisions of the NYSDOT Standard Specifications Section 663, latest revision, and the contract documents shall apply with the following modifications:

GENERAL – Prior to adjusting or installing water valve box on water valve which is to remain in service, water valve shall be operated by the Bureau of Water to ensure that it is functioning properly. A water valve that does not function properly shall be replaced only as approved by the Engineer. Water valves are to be operated only by authorized representatives of the Bureau of Water.

INSTALLATION – An existing water valve box that is found damaged, not of sufficient length to be raised to the required finished grade, or determined by the Bureau of Water to be in need of replacement, shall be removed and replaced with a new water valve box assembly.

Water valve box shall be carefully set over the stem. Top section shall be adjustable for elevation, and the base centered over the operating nut. Water valve box shall be carefully set and braced to ensure that it remains in a vertical position centered on the stem during and after backfilling. Proper alignment and height of water valve box shall be maintained, until completion of the Project. Top of the water valve box shall be flush with the finished grade. Backfilling of the trench shall be done in a manner so as to avoid damage to the water valve and water valve box.

Upon completion of the work, the excavation shall be backfilled and the surface area restored.

REMOVAL OF EXISTING WATER VALVE BOX ASSEMBLY – Existing water valve box on abandoned water valve shall be removed to a minimum of 18 inches below the finished grade.

INSTALLATION OF NEW WATER VALVE BOX ASSEMBLY – Existing water valve box shall be removed and a new water valve box assembly installed. New water valve box shall be

ITEM 663.51000004 – FURNISH AND INSTALL NEW WATER VALVE BOX
ITEM 663.52000004 – REMOVE EXISTING WATER VALVE BOX
ITEM 663.53000004 – REPLACE EXISTING WATER VALVE BOX TOP SECTION

carefully set over the existing stem, the base centered over the operating nut and the top section adjusted for elevation.

REPLACEMENT OF WATER VALVE BOX TOP SECTION – A sufficient area shall be excavated to enable the upper section of the water valve box to be removed. No debris shall be allowed to fall into the existing water valve box. New top section shall be carefully set over the existing bottom section and adjusted to the proper elevation.

METHOD OF MEASUREMENT

The provisions of the NYSDOT Standard Specifications Section 663, and the contract documents shall apply with the following modifications:

The quantity to be measured for payment shall be the number of water valve boxes actually installed or removed.

BASIS OF PAYMENT

The provisions of the NYSDOT Standard Specifications Section 663, latest revision, and the contract documents shall apply with the following modifications:

GENERAL – The unit price bid for all items shall include the cost of: furnishing and installing new water valve box assemblies; having existing water valves checked; removal and disposal of existing water valve boxes; pavement saw cutting; and furnishing all labor, material and equipment necessary to complete the work.

REMOVE EXISTING WATER VALVE BOX – Separate payment for removal of water valve box shall not be made if the water valve box is replaced or if water valve box is located inside the pavement reconstruction or trench and culvert excavation area, or if removal of the water valve box is being done in conjunction with removal of an existing valve or removal of an existing hydrant. Cost of removal and disposal of those water valve boxes shall be included in those items bid.

REPLACEMENT OF WATER VALVE BOX TOP SECTION – The unit price bid shall also include the cost of: removal of existing water valve top sections and lids; furnishing and installing new water valve box top sections and lids.

EXCAVATION, BACKFILL AND SURFACE RESTORATION – Excavation, furnishing and placing of select granular backfill and surface restoration will be paid for under separate bid items.

ITEM 663.51000004 – FURNISH AND INSTALL NEW WATER VALVE BOX
ITEM 663.52000004 – REMOVE EXISTING WATER VALVE BOX
ITEM 663.53000004 – REPLACE EXISTING WATER VALVE BOX TOP SECTION

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
663.51000004	Furnish and Install New Water Valve Box	Each
663.52000004	Remove Existing Water Valve Box	Each
663.53000004	Replace Existing Water Valve Box Top Section	Each

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

DESCRIPTION

Under this item the Contractor shall install a complete system or camera assembly that detects vehicles on a roadway via processing of video images from a 360° view camera(s) and provides detector outputs to State standard traffic signal cabinet to interface with State qualified traffic signal controller for the application shown on the contract documents. Contractor shall also be responsible for the providing and installing auxiliary equipment to assure system functionality per the manufacturer's recommendations. The contract documents will state if any of the materials will be supplied by the state. Materials not supplied by the state shall be supplied by the contractor. If no materials list is provided in the contract documents, the Contractor shall furnish and install the complete system shown on the contract documents. The Contractor shall use products off the New York State DOT Approved Products List (APL).

MATERIALS

1.0 GENERAL

1.1 System Hardware

The 360 Degree Camera Video Detection System shall consist of one fixed 360° view video camera where shown on the contract documents, control unit, mounting hardware and all necessary cables.

The 360 Degree Camera Assembly shall consist of one fixed 360° view video camera, mounting hardware and all necessary cables (no control unit). This item may be used at locations where a second video camera is necessary in addition to the 360 Degree Camera Video Detection System or when a replacement camera is necessary.

1.2 System Software

The system shall include either client software for local and remote access of the detection system, or web server for local and remote access of the detection system. This access is for the configuration and monitoring of system parameters. The system shall also send alarm/health emails when enabled.

The system shall detect vehicles, bicycles, and pedestrians in multiple traffic lanes using only the video image. A minimum of 64 detection zones shall be user-definable through interactive graphics by placing lines and/or boxes in an image on a computer monitor. The user shall be able to redefine previously defined detection zones. The system shall calculate traffic parameters in real-time.

2.0 FUNCTIONAL CAPABILITIES

2.1 Real-Time Vehicle Detection

2.1.1 The system shall be capable of simultaneously processing information from the video cameras.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

- 2.1.2 Detection zones shall be programmed via a graphical user interface on a desktop or laptop computer and pointing device. The interface shall facilitate placement of detection zones and setting of zone parameters or to view system parameters.
- 2.1.3 Different detector types shall be selectable. Detector types shall include stop-line, advance, presence, count, queue and directional presence.
- 2.1.4 Real-time detection status shall be viewable on a desktop or laptop computer.
- 2.1.5 Detection system parameters shall be kept in non-volatile memory.
- 2.1.6 The system shall have the capability of uploading and downloading set-up parameters remotely over the internet or locally over Ethernet.
- 2.1.7 The system shall provide dynamic zone reconfiguration without impacting zone detection.

3.0 DETECTION ZONES

- 3.1 The video detection system shall provide flexible detection zone placement anywhere and at any orientation within the combined field of view of the cameras. Zones shall be placed over other zones when necessary without impacting performance of overlapping zones.
- 3.2 Detection Zone Programming
 - 3.2.1 Placement of detection zones shall be by means of a pointing device and desktop computer or laptop. The video monitor shall show images of the detection zones superimposed on the video image of traffic.
 - 3.2.2 It shall be possible to use a pointing device and desktop computer or laptop to edit previously defined detector configurations to fine-tune the detection zone placement.
 - 3.2.3 It shall be possible to individually adjust sensitivity for each detection zone in the system.
 - 3.2.4 The detection zone shall change in color or intensity in real-time on the video monitor, thereby verifying proper operation of the detection system.
 - 3.2.5 Detection zone outputs shall be configurable to allow the selection of presence, pulse, extend, and delay outputs. Timing parameters of pulse, extend, and delay outputs shall be user definable between 0.1 to 25.0 seconds.
 - 3.2.6 All detection zones shall be capable to count the number of vehicles detected. The count value shall be internally stored for later retrieval remotely over the internet or locally over Ethernet. The zone shall also have the capability to calculate and store average speed and lane occupancy at bin intervals of 10 seconds, 20 seconds, 1 minute, 5 minutes, 15 minutes, 30 minutes and 60 minutes.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

3.3 Detection Performance

Overall performance of the video detection system shall be comparable to inductive loops. Using standard camera optics and in the absence of occlusion, the system shall be able to detect vehicle presence with minimum 96% accuracy under normal conditions (day & night) and minimum 93% accuracy under adverse conditions (fog, rain, snow).

4.0 HARDWARE

4.1 Mounting

The 360 Degree Camera Video Detection System and 360 Degree Camera Assembly shall consist of all necessary mounting hardware, brackets, vertical support, etc., as supplied by the manufacturer, to be able to mount the camera on a vertical support pole or horizontal arm.

4.2 Environmental

The system shall be designed to operate reliably in the adverse environment such as the typical roadside traffic signal controller cabinet. Operating temperature shall be from -25 to 165° F at 0 to 95% relative humidity, non-condensing.

4.3 Electrical and Communication

4.3.1 Detection system configuration and data downloads shall be available remotely over the internet or locally over Ethernet connection on a desktop computer or laptop.

4.3.2 The system shall be equipped with a detector interface for at least 64 detector outputs. Output levels and protocols shall be compatible NEMA TS2 and NTCIP.

4.3.3 The detection camera to control unit shall be power over Ethernet (POE).

4.3.4 The system shall be capable of self-diagnostics and respond to faults by placing any faulty detection zones in a constant call mode. The system shall automatically revert to normal detection mode when a fault no longer exists on a channel.

4.3.5 The system shall be capable of automatically detecting low-visibility conditions such as fog and respond by placing all defined detection zones in a constant call mode. The system shall automatically revert to normal detection mode when the low-visibility condition no longer exists.

4.3.6 The detection system shall communicate with the traffic signal controller through the 2070 controller C12 SDLC connector as required for the application.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

5.0 REMOTE CONNECTIVITY

- 5.1 The system shall allow video and data to be transmitted via the internet or an Ethernet connection to a central location where it can be displayed and/or stored.
- 5.2 The system shall include either client software or a web server for remote access of the detection system.
- 5.3 The interface unit shall support streaming video technology to allow the user to monitor video detection imagery.
- 5.4 Provisions shall be made to accommodate mating cable connectors to utilize jack screws for securing cables.
- 5.5 Hi-intensity status lights shall be provided on the control unit to facilitate system monitoring. Indicators shall be provided to show the status of the internal processor, video presence and indication of which video input is being monitored.
- 5.6 An Ethernet port shall be integrated within the control unit. The Ethernet port shall conform to 802.3 Ethernet specifications.
- 5.7 Control unit(s) maximum dimension shall be no more than 5” w x 11” h x 11” d.

6.0 CAMERA SYSTEM

- 6.1 The video camera shall consist of a 360° view for real-time vehicle detection. Each camera shall provide have a detection range of at least 180 feet. The camera shall have the dynamic range to function in low-visibility conditions such as snow, rain and fog.
- 6.2 The camera shall provide virtual pan, tilt, zoom (PTZ) to allow viewing of detection zones.
- 6.3 The camera and lens assembly shall be housed in an enclosure that is watertight and dust-proof. The camera shall be designed to avoid ice and condensation in cold weather. The camera shall be designed to prevent water droplets from interfering with normal operation. The camera shall be light-colored and shall include a sun shield to minimize solar heating and glare. The camera unit shall have the appropriate grounding to facilitate reliable operation.
- 6.4 The control unit shall be mounted inside a State standard traffic signal cabinet or State standard auxiliary cabinet. The control unit shall provide a terminal block for power connection, grounding, circuit protection, cable connection connectors, and a transient voltage suppressor to facilitate reliable operation.
- 6.5 The POE connection between the control unit and the camera shall function with minimal signal degradation up to 300 feet under normal operational conditions.

ITEM 680.05010007 – 360 DEGREE CAMERA VIDEO DETECTION SYSTEM

ITEM 680.05020007 – 360 DEGREE CAMERA ASSEMBLY

7.0 INSTALLATION

- 7.1 The manufacturer of the video detection system or their representative shall design camera system layout/placement and supervise the installation and testing of the video detection equipment. A factory certified representative from the supplier shall be on-site for a minimum of one day when a complete system is being installed.
- 7.2 The manufacturer shall provide either one complete set of maintenance manuals for the installed equipment or online copies shall be available on the manufacture's website. These manuals shall have complete setup, maintenance, and troubleshooting procedures presented in an organized format.

8.0 WARRANTY, MAINTENANCE AND SUPPORT

- 8.1 Materials supplied by the contractor for the video detection system shall be warranted by its supplier for a minimum of one (1) year.
- 8.2 During the warranty period, technical support by telephone or online shall be provided by the supplier during normal business hours.
- 8.3 During the warranty period, certified personnel from the supplier shall be on site within seventy-two (72) hours if required.
- 8.4 Ongoing software support by the supplier shall include updates of the detection system and supervisor software. These updates shall be provided free of charge during the warranty period and at a reasonable charge for the service life of the system.
- 8.5 The supplier shall maintain a program for technical support and software updates following expiration of the warranty period.

CONSTRUCTION DETAILS

The Contractor shall develop and deliver shop drawings which illustrate in detail mounting and camera(s) connection(s) and other equipment to the traffic signal equipment as shown on the contract documents.

METHOD OF MEASUREMENT

The 360 Degree Camera Video Detection System and 360 Degree Camera Assembly will be measured as the number of units satisfactorily installed in accordance with the contract documents.

BASIS OF PAYMENT

The requirement of Subsection 680-5.01 General, of the Standard Specifications shall apply with additional provisions as follows:

The unit price bid shall include the cost of all installation and materials (including but not limited to hardware, software, mounting bracket, coaxial cable, training, incidentals) as necessary to install the 360 Degree Camera Video Detection System and/or 360 Degree Camera Assembly as shown on the contract

ITEM 680.05010007 - 360 DEGREE CAMERA VIDEO DETECTION SYSTEM
ITEM 680.05020007 - 360 DEGREE CAMERA ASSEMBLY

documents in a State standard traffic signal cabinet, and technical support associated with providing the installation and the accepting of the 360 Degree Camera Video Detection System. The cost of all the wire runs from the cameras to the controller shall be included in the item(s). Payment is to be made as follows: 70% of the contract unit price upon installation: the remaining 30% is to be paid upon completing the final acceptance testing. The cost of poles, conduit excavation, conduit, and pull boxes will be paid for under their respective items.

Payment will be made under:

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>UNIT</u>
680.05010007	360 Degree Camera Video Detection System	Each
680.05020007	360 Degree Camera Assembly	Each

ITEM 680.79XX0008 - REMOVE TRAFFIC SIGNAL EQUIPMENT

DESCRIPTION:

Under this item the contractor shall remove traffic signal equipment at the locations shown and as detailed on the contract plans or as directed by the Engineer.

MATERIALS:

The materials used in this work shall meet the requirements of Subsection 680-2, "Materials", of the Standard Specifications.

CONSTRUCTION DETAILS:

Where shown on the contract plans or specified by the Engineer, traffic signal equipment shall be removed and disposed of as specified in the contract documents.

Care shall be exercised in removing and salvaging electrical equipment so that it will remain in its original form and existing conditions whenever possible. The contractor will be required to replace, at his expense, any traffic signal equipment intended for salvage or reuse which is determined by the Engineer to have been damaged or destroyed by reasons of the contractor's operations.

METHOD OF MEASUREMENT:

The work will be measured for payment on a lump sum basis for the work completed in accordance with the contract documents and as directed by the Engineer.

BASIS OF PAYMENT:

The unit price bid shall include the cost of furnishing all labor, material and equipment necessary to complete the work in accordance with the contract documents and as directed by the Engineer.

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND

SIGNS

ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE

ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE

ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

DESCRIPTION:

This work shall consist of relocating, removing, storing and/or disposing, refurbishing, or replacing of elements of a pedestrian traffic signal system in accordance with the plans, specifications or as directed by the Engineer.

Where not specifically covered in the contract documents, the work shall be in accordance with the latest national, local and industrial standards or codes which are usually applied to such work, and the requirements of the maintaining agency.

MATERIALS:

When an existing system is to be relocated, the existing material shall be reused in the revised system, removed, salvaged, or disposed of as shown on the plans, as specified in the special provisions, or as directed by the Engineer. When new materials must be provided under the modification work, they shall conform to the material requirements of Section 680-2 whenever applicable. Materials not specified in 680-2 shall match the existing system as nearly as possible, and meet the requirements of the owning agency and/or as approved by the Engineer.

CONSTRUCTION DETAILS:

The applicable provisions of Subsection 680-3, Construction Details shall be complied with in addition to the following:

Removing and Salvaging

Care shall be exercised in removing signal and electrical equipment and any appurtenances attached to them so that elements to remain or be salvaged will not be damaged.

The contractor will be required to replace or repair, to the satisfaction of the Engineer, any equipment damaged, destroyed or lost due to the contractor's operations or negligence as determined by the Engineer.

Existing equipment or material intended to be reused and found to be missing or unsatisfactory, through no fault of the contractor, shall be properly replaced by the contractor, using equipment or material supplied by the owning agency or under other items.

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

**ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND
SIGNS**

ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE

ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE

ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

All equipment or materials specified for removal but not intended to be incorporated in the new or modified system shall be removed from the site and disposed of as specified in the contract documents and/or as directed by the Engineer.

Removing Pole Foundations

Pedestrian poles are to be removed in their entirety to permit reuse by the owner. Poles shall be removed from the foundation and the foundation shall be cut 2 ft. below final grade or subgrade, whichever is lower, unless the foundation interferes with the construction and will have to be removed in order to complete the work.

Holes

All holes resulting from this work shall be backfilled with suitable material and if so specified the disturbed areas restored to match the adjacent surface as approved by the Engineer.

METHOD OF MEASUREMENT:

Each Unit

The quantity to be paid for under this item(s) will be the number of pedestrian signal system elements actually relocated, removed, stored and/or disposed of as shown on the plans or in the contract documents.

BASIS OF PAYMENT:

The requirements of Subsection 680-5.01 General shall apply with the following additional provisions:

RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND STORE PEDESTRIAN POLE

The unit price bid per each shall include all costs for removal of any conduit riser on wooden poles to nearest pullbox, removal of cable to nearest pullbox or as shown on plans or as directed by the Engineer, and the repairing or replacing of equipment damaged, destroyed, or lost by the Contractor's operations or negligence. Installation of replacement equipment and materials supplied by the owning agency is also included unless noted for payment under other items.

ITEM 680.82250108 - RELOCATE PEDESTRIAN PUSHBUTTONS AND SIGNS

ITEM 680.82250208 - REMOVE AND STORE PEDESTRIAN PUSHBUTTONS AND SIGNS

**ITEM 680.82250308 - REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND
SIGNS**

ITEM 680.82250408 - RELOCATE PEDESTRIAN POLE

ITEM 680.82250508 - REMOVE AND STORE PEDESTRIAN POLE

ITEM 680.82250608 - REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

RELOCATE PEDESTRIAN POLE

The unit price for each pole reset shall include the cost for removing the pole from the existing foundation, refurbishing, handling, erecting (including signs, push buttons, and other appurtenances if attached), furnishing anchor bolts (installed under another item) if required, field galvanizing, drag wires, conductor cable connection, grounding and incidental connecting hardware as specified. The cost of the new foundation, including excavation shall be paid for under their respective items

REMOVE AND DISPOSE PEDESTRIAN PUSHBUTTONS AND SIGNS

REMOVE AND DISPOSE PEDESTRIAN POLE AND FOUNDATION

The unit price bid per each shall include all costs for removal of any conduit riser on wooden poles to nearest pullbox, removal of cable and conduit to nearest pullbox or as shown on plans or as directed by the Engineer

SECTION 6



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Beacon

Michael Schaefer, Senior Vice President -WSP USA
500
Summit Lake Drive
Valhalla NY 10595

Schedule Year 2023 through 2024
Date Requested 11/29/2023
PRC# 2023013971

Location Fishkill Ave & Teller
Project ID# 875730
Project Type Highway Rehabilitation and Drainage

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 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, 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 12226

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.

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 from 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 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

Every contractor and subcontractor **MUST** keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. As per Article 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 journeyworkers in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

City of Beacon

Michael Schaefer, Senior Vice President -WSP USA
500
Summit Lake Drive
Valhalla NY 10595

Schedule Year 2023 through 2024
Date Requested 11/29/2023
PRC# 2023013971

Location Fishkill Ave & Teller
Project ID# 875730
Project Type Highway Rehabilitation and Drainage

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 12226

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

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 .

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 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

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 12226

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. 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.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of
the Labor Laws
of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
<https://dol.ny.gov/bureau-public-work>



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) 568-5287		

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

Contractor Name: _____

Project Location: _____

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) 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 12226

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

Dutchess County General Construction

Boilermaker	11/01/2023
--------------------	-------------------

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2023	01/01/2024
Boilermaker	\$ 65.88	\$ 67.38
Repairs & Renovations	65.88	67.38

Repairs & Renovation: Includes Repairing, Renovating replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS

Per Hour:

Boilermaker	33.5% of hourly	33.5% of Hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 26.49	+ \$26.85

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 (*B, O, **U) on OVERTIME PAGE

Note:* Includes 9th & 10th hours, double for 11th or more.

** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental Benefits Per Hour:

Apprentice(s)	33.5% of Hourly Wage Paid Plus Amount Below	33.5% of Hourly Wage Paid Plus Amount Below
1st Term	\$ 20.12	\$ 20.36
2nd Term	21.03	21.28
3rd Term	21.95	22.22
4th Term	22.83	23.12
5th Term	23.76	24.07
6th Term	24.67	25.00
7th Term	25.58	25.93

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

4-5

Carpenter	11/01/2023
------------------	-------------------

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2023

Building:
Millwright \$ 46.00
+ 8.17*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.31

OVERTIME PAY

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

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$28.01	\$30.34	\$34.67	\$43.33
+ 4.27*	+ 5.06*	+ 5.81*	+ 7.31*

*This portion is not subject to overtime premiums

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$22.55	\$24.34	\$26.45	\$29.18

8-740.2

Carpenter

11/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2023

Carpet/Resilient

Floor Coverer \$ 34.45
+ 3.25*

*This portion is not subject to overtime premiums

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 28.33

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$15.75	\$18.87	\$23.55	\$28.23
+ 2.48*	+ 2.48*	+ 2.48*	+ 2.48*

*This portion is not subject to overtime premiums

Supplemental Benefits per hour - All apprentice terms:

\$ 20.87

8-2287D&O

Carpenter

11/01/2023

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2023

Marine Construction:

Marine Diver \$ 74.03
+ 9.79*

Marine Tender \$ 53.57
+ 9.79*

*This portion is not subject to overtime premiums

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 45.34

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	\$ 25.60 + 5.30*
2nd year	31.20 + 5.30*
3rd year	39.58 + 5.30*
4th year	47.97 + 5.05*

*This portion is not subject to overtime premiums

Supplemental Benefits

Per Hour:

All terms \$ 31.83

8-1456MC

Carpenter - Building / Heavy&Highway

11/01/2023

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2023	07/01/2024 Additional	07/01/2025 Additional	07/01/2026 Additional
Base Wage	\$ 35.81 + 4.88*	\$ 2.16**	\$ 2.23**	\$ 2.30**

Applies to Diver (Wet):

Base Wage	\$ 50.00 + 4.88*
-----------	---------------------

*For all hours paid straight or premium.

**To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 31.30
---------------	----------

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

Overtime: See (5, 6) on HOLIDAY PAGE

- Holidays that fall on Sunday will be observed Monday

- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay

- If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

1st	2nd	3rd	4th	5th
\$ 17.91	\$ 21.49	\$ 23.28	\$ 25.07	\$ 28.65
+2.58*	+2.58*	+2.58*	+2.58*	+2.58*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms	\$ 16.32
-----------	----------

11-279.2B/H&H

Electrician

11/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2023	04/01/2024
Electrician Wireman/Technician	\$ 49.50 +9.00*	\$ 50.50 + 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	\$ 58.08 + 9.00*	\$ 59.30 + 9.50*
Between 12:30am & 8:30am	\$ 65.06 + 9.00*	\$66.35 + 9.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.

- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay

- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	04/01/2024
Journeyman	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	18.72 +1.00*	24.97 +1.00*	31.21 +1.50*	37.45 +2.00*	43.69 +2.50*	46.82 +2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	18.39 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	20.60 +1.00*	24.97 +1.00*	31.21 +1.50*	37.45 +2.00*	43.69 +2.50*	46.82 +2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.50*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	18.78 +1.00*	22.76 +1.00*	28.45 +1.50*	34.13 +2.00*	39.82 +2.50*	42.67 +2.50*
3rd Shift	21.04 +1.00*	25.49 +1.00*	31.86 +1.50*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.00*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	18.78 +1.00*	22.76 +1.00*	28.45 +1.00*	34.13 +2.00*	39.82 +2.50*	42.67 +2.50*
3rd Shift	21.04 +1.00*	25.49 +1.00*	31.86 +1.00*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*

04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34	\$ 19.80	\$ 24.75	\$ 29.70	\$ 34.65	\$ 37.13
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
2nd Shift	19.17	23.23	29.03	34.84	40.64	43.55
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*
3rd Shift	21.47	26.02	32.52	39.03	45.53	48.79
	+1.00*	+1.00*	+1.00*	+2.00*	+2.50*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2023

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/1

Electrician

11/01/2023

JOB DESCRIPTION Electrician

DISTRICT 11

ENTIRE COUNTIES

Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Only in the Townships of Andes, Harpersfield, Kortwright, Stamford, Bovina, Roxbury, Middletown and those portions of Colchester and Hancock south of the East Branch of the Delaware River.

Dutchess: All of the county except for the towns of Fishkill, East Fishkill, and Beacon.

Greene: That portion of the county south of a line following the south limits of the city of Catskill in a Westerly direction from the Hudson River to Highway 23A along 23A to the road following the Little Westkill and continuing along this road to Delaware County.

WAGES

---IMPORTANT NOTE: Applies to all electrical wiring of single or multiple family dwellings and apartments up to and including two (2) stories that do not exceed four (4) unit apartments.

Per hour:

Electrician Wireman/ Technician Electrical/Technician Projects under \$ 250,000.00	07/01/2023	04/01/2024
	\$ 45.50	\$ 46.50
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 49.50	\$ 50.50
	+ 9.00*	+ 9.50*

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply:

Shift worked between 4:30pm & 12:30am

Electrical/Technician Projects under \$ 250,000.00	\$ 53.39	\$ 54.56
	+ 9.00*	+ 9.50*
over \$ 250,000.00	\$ 58.08	\$ 59.30
	+ 9.00*	+ 9.50*

Shift worked between 12:30am & 8:30am

Electrical/Technician Projects under \$ 250,000.00	\$ 59.81	\$ 61.12
	+ 9.00*	+ 9.50*

over \$ 250,000.00	\$ 65.06 + 9.00*	\$ 66.35 + 9.50*
--------------------	---------------------	---------------------

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman working in Shafts, Tunnels or on Barges: \$5.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman when performing welding or cable splicing: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$3.00 above the Journeyman Wireman rate of pay
- Journeyman Wireman required to have a CDL: \$3.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	04/01/2024
Journeyman	\$ 28.68 plus 3% of straight or premium wage	\$ 29.68 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

07/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 14.25 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	16.72 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	18.72 +1.00*	24.97 +1.00*	31.21 +1.50*	37.45 +2.00*	43.69 +2.50*	46.82 +2.50*
09/01/2023	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 15.68 +1.00*	\$ 19.00 +1.00*	\$ 23.75 +1.50*	\$ 28.50 +2.00*	\$ 33.25 +2.50*	\$ 35.63 +2.50*
2nd Shift	18.39 +1.00*	22.29 +1.00*	27.86 +1.50*	33.43 +2.00*	39.00 +2.50*	41.79 +2.50*
3rd Shift	20.60 +1.00*	24.97 +1.00*	31.21 +1.50*	47.45 +2.00*	43.69 +2.50*	46.82 +2.50*
04/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.50*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	18.78 +1.00*	22.76 +1.00*	28.45 +1.50*	34.13 +2.00*	39.82 +2.50*	42.67 +2.50*
3rd Shift	21.04 +1.00*	25.49 +1.00*	31.86 +1.50*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
09/01/2024	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.01 +1.00*	\$ 19.40 +1.00*	\$ 24.25 +1.00*	\$ 29.10 +2.00*	\$ 33.95 +2.50*	\$ 36.38 +2.50*
2nd Shift	18.78 +1.00*	22.76 +1.00*	28.45 +1.00*	34.13 +2.00*	39.82 +2.50*	42.67 +2.50*
3rd Shift	21.04 +1.00*	25.49 +1.00*	31.86 +1.00*	38.24 +2.00*	44.61 +2.50*	47.80 +2.50*
04/01/2025	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 16.34 +1.00*	\$ 19.80 +1.00*	\$ 24.75 +1.00*	\$ 29.70 +2.00*	\$ 34.65 +2.50*	\$ 37.13 +2.50*
2nd Shift	19.17 +1.00*	23.23 +1.00*	29.03 +1.00*	34.84 +2.00*	40.64 +2.50*	43.55 +2.50*

3rd Shift	21.47 +1.00*	26.02 +1.00*	32.52 +1.00*	39.03 +2.00*	45.53 +2.50*	48.79 +2.50*
-----------	-----------------	-----------------	-----------------	-----------------	-----------------	-----------------

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:

07/01/2023

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 16.28 plus 3% of straight or premium wage
3rd term	\$ 18.28 plus 3% of straight or premium wage
4th term	\$ 18.78 plus 3% of straight or premium wage
5th term	\$ 20.28 plus 3% of straight or premium wage
6th term	\$ 20.28 plus 3% of straight or premium wage

09/01/2024

1st term	\$ 16.28 plus 3% of straight or premium wage
2nd term	\$ 17.78 plus 3% of straight or premium wage
3rd term	\$ 18.78 plus 3% of straight or premium wage
4th term	\$ 19.78 plus 3% of straight or premium wage
5th term	\$ 21.28 plus 3% of straight or premium wage
6th term	\$ 21.28 plus 3% of straight or premium wage

11-363/2

Elevator Constructor

11/01/2023

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2023	01/01/2024
Mechanic	\$ 67.35	\$ 70.15
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2023	01/01/2024
Journeyman/Helper	\$ 37.335*	\$ 37.885*

(*)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 Journeyperson/Helper

1-138

Glazier**11/01/2023**

JOB DESCRIPTION Glazier**DISTRICT 8****ENTIRE COUNTIES**

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

WAGES

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 61.64

*Scaffolding 65.64

Window Film

**Repair & Maintenance 30.76

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$184,000.

SUPPLEMENTAL BENEFITS

Per hour: 7/01/2023

Glazier & Glass Tinting \$ 40.20

Window Film

Repair & Maintenance 23.19

OVERTIME PAY

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

For 'Repair & Maintenance' 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'

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:

7/01/2023

1st term \$ 21.93

2nd term 30.05

3rd term 39.95

4th term 48.97

Supplemental Benefits:

(Per hour)

1st term \$ 18.25

2nd term 25.97

3rd term 31.27

4th term 34.32

8-1087 (DC9 NYC)

Insulator - Heat & Frost**11/01/2023**

JOB DESCRIPTION Insulator - Heat & Frost**DISTRICT 8**

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2023	06/01/2024
Insulator	\$ 59.25	+ \$ 2.50
Discomfort & Additional Training**	62.31	+ \$ 2.50
Fire Stop Work*	31.77	+ \$ 2.50

* 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	\$ 37.35
Discomfort & Additional Training	39.39
Fire Stop Work: Journeyworker	19.03

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 31.77	\$ 37.26	\$ 42.76	\$ 48.26

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 33.30	\$ 39.09	\$ 44.90	\$ 50.71

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 19.03
2nd term	22.69
3rd term	26.36
4th term	30.03

Discomfort & Additional Training Apprentices:

1st term	\$ 20.06
2nd term	23.92
3rd term	27.78
4th term	31.66

8-91

Ironworker

11/01/2023

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

	07/01/2023	07/01/2024 Additional	07/01/2025 Additional	07/01/2026 Additional
Structural	\$ 52.63	\$ 2.00*	\$ 2.00*	\$2.00*
Reinforcing*	52.63	2.00*	2.00*	2.00*
Ornamental	52.63	2.00*	2.00*	2.00*
Chain Link Fence	52.63	2.00*	2.00*	2.00*

* To be allocated at a later date.

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 52.63
2nd Shift	67.34
3rd Shift	72.24

**Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 43.47
------------	----------

OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 26.32	\$ 31.58	\$ 36.85	\$ 42.10
2nd Shift	36.16	42.40	48.64	54.86
3rd Shift	39.45	46.00	52.57	59.12

Supplemental Benefits per hour:

1st year	\$ 37.35
2nd year	38.57
3rd year	39.80
4th year	41.02

11-417

Laborer - Building

11/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Greenport, Claverack, Philmont, Clermont, Germantown, Livingston, Hillsdale, Gallatin, Copake, Ancram, Taghkanic and the City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL

WAGES: (per hour)

	07/01/2023	06/01/2024	06/01/2025 Additional	06/01/2026 Additional
Class 4	\$ 47.30	\$ 49.00	\$ 2.90*	\$ 3.00*

*To be allocated at a later date.

These rates will cover all work within five feet of the building foundation line.

Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular work day or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyman	\$ 32.40	\$ 33.50
Shift	39.46	\$ 40.84

OVERTIME PAY

See (B, *E, E5, **Q) on OVERTIME PAGE

*For first 8 hours on Saturday

**When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	34.27	TBD

11-17tox B

Laborer - Building

11/01/2023

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP # 1:

All Laborers except those listed in Group 2

GROUP # 2:

Blaster, Laser Beam Oper., Asphalt Rakers, & Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power

WAGES per hour

	07/01/2023	06/01/2024
GROUP # 1	\$ 39.00*	+ \$ 2.00
GROUP # 2	41.35*	+ \$ 2.00

*Subtract \$ 4.50 to calculate overtime premium

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 28.60
------------	----------

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour: 07/01/2023

1000 Hour terms

1st term	\$ 28.08
2nd term	31.90
3rd term	35.72
4th term	39.54

Note: Any job requiring Hazwopper Certification will pay \$1.00 above job classification wage rate.

Supplemental Benefits per hour:

All terms \$ 23.20

8-235

Laborer - Heavy&Highway

11/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Ancram, Claverack, Clermont, Copake, Gallatin, Germantown, Greenport, Hillsdale, Hudson, Livingston, Philmont and Taconic.

WAGES

GROUP I: Blaster, Asphalt Screedman, ACI Certified Flatwork Finisher, Pipe Jacking and Boring Operations, Operator Qualified Dead Condition Pipe Fuser (B Mechanic)

GROUP II: Burner, Drill Operator, Jumbo Driller, Wagon Driller, Air Track Driller, Hydraulic Driller, Self Contained Rotary Drill Operator, Pneumatic Dowel Driller, Concrete Form Aligner, Concrete Form and Curb Form Highway, Concrete Finisher, Asphalt Raker, Pipe Fusion, Wrecking "Bar Person", Operator Qualified Peer Checker.

GROUP III: Asphalt Curb Machine Operator, Jeepers Operator, Pavement Breaker Operator, Power Saw Operator, Jack Hammer Drill, all types Pneumatic Tool and Gasoline Drill, Concrete Saw, Gunning, Railroad, Spike Puller, Sandblasting, Shoring, Pipe Layer, Deck Winches on Scows, Power Buggy and Operator, Power Wheelbarrow Operator, Laser Beam and X-Ray Operator, Pipe Religner, Underpinning, Chain Saw, Tree Cutter, Jack Leg Driller, Hydraulic Rock Splitter, certified, Certified Scaffold Erector, Remote Controlled Demolition Robot, Wrecking "Bar Person" Helper, Utility Per Diem Laborer, Compressed air-lance, Water jet lance

Group IV: General Concrete Laborers - anything pertaining to concrete, aggregate or concrete material handling, Puddlers, Asphalt Worker, Crack Router Operator, Rock Scalars, Vibrator Operator, Bit Grinder, Concrete Grinder, Remote Walk Behind Roller (Wacker, Rammax, etc), Air Tampers and All Tampers not covered by any other classification, Form Pin Pullers, Pumps and their operation, Service of Air Power, Epoxy and Waterproofing Worker, Fine Grade person between forms, Barco Rammer, Guard Rail Installation and Demolition Link Fence, Steel Kings, Wire Mesh, Setting of all Paving Blocks, Brick Paver and Rubber Pavers, Rip Rap and Dry Stone Layer Wall, Stone Work and Pointing, Cement Spray Men, Gabion Basket Assembler, Installation of Noise Barrier, Jersey Barrier and Joints, Pre-Cast Manholes, and Pre-cast and Pre-cast Catch Basins, Crib Retaining Walls

Group V: All Driller Helpers(including Hydraulic Wagon Air Track). Common Laborers, Certified Fire Watch Laborers, All AFL/CIO Trades, Signal Person Truck Spotters, Power Person, Landscaping and Nursery Person, Artificial Turf, Placing Fabric on Landfill, Sign Installer, Temporary and Interim Pavement Line Striping, String Line Automation Grades, Lock Level, Certified Traffic Safety and Control (Pattern)

Group V (A): Flagperson

Group VI: Confined Space Laborer

WAGES per hour	07/01/2023	05/01/2024
Group I:	\$ 48.05	+ \$ 2.25
Group II:	46.70	+ \$ 2.25
Group III:	46.30	+ \$ 2.25
Group IV:	45.95	+ \$ 2.25
Group V:	45.60	+ \$ 2.25
Group V(A):	39.25	+ \$ 2.25
Group VI:	47.60	+ \$ 2.25

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023
Journeyman	\$ 28.05
	38.35*

*Applies for contracting agency mandated irregular shift work

OVERTIME PAY

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

HOLIDAY

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

Note: Whenever a holidays falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES

Wages per hour

1000 hour year terms

1st Term	\$ 28.08
2nd Term	31.90
3rd Term	35.72
4th Term	39.54

Note: All employees working on a project that requires Hazwopper Certification will receive \$1.00 per hour over job classification rate of pay.
All employees who work an irregular work day that starts after 9:00 AM on a governmental mandated schedule shall be paid an additional 15% per hour.

Supplemental Benefits per hour:	
All Terms	\$ 23.20

8-235h

Laborer - Heavy&Highway

11/01/2023

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Columbia: Only the Townships of Claverack, Clermont, Greenport, Philmont, Germantown,Livingston, Hillsdale, Taghkanic, Gallatin, Copake, Ancram, City of Hudson.

WAGES

ALL WORK RELATED WITH TOXIC OR ANY ASBESTOS OR HAZARDOUS MATERIAL, BIO REMEDIATION AND PHYTO REMEDIATION(Five feet or more outside of building foundation line)

WAGES:(per hour)	07/01/2023	06/01/2024
		Additional
Class 3	\$ 49.40	\$ 2.45*

* To be allocated at a later date.

SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	\$ 32.28
Shift	37.96

OVERTIME PAY

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

*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.
**For Saturday Holidays, Two and one Half Benefits for all hours worked.
***For Sunday Holidays, Triple Benefits for all hours worked.

HOLIDAY

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

To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2023	06/01/2024
1st term	\$ 27.05	\$ 28.05
2nd term	31.25	32.35
3rd term	35.40	36.70
4th term	39.55	41.00

Supplemental Benefits per hour:

All Terms Regular	\$ 28.33	\$ 29.23
All Terms Shift Rate	33.08	TBD

11-17tox HH

Laborer - Tunnel

11/01/2023

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)

	07/01/2023	06/01/2024	06/01/2025
Class 1	\$ 55.55	\$ 57.05	\$ 58.55
Class 2	57.70	59.20	60.70
Class 4	64.10	65.60	67.10
Class 5	47.65	49.90	51.40

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	\$ 35.73	\$ 36.98	\$ 38.23
Benefit 2	51.01	TBD	TBD
Benefit 3	71.28	TBD	TBD

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

11/01/2023

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Cable Splicer	63.14	64.79
Certified Welder,		
Pipe Type Cable	60.27	61.85
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder,		
Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

Lineman, Tech, Welder	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	59.91	61.41
Cable Splicer	59.91	61.41
Digging Mach. Operator	53.92	55.27
Tractor Trailer Driver	50.92	52.20
Groundman, Truck Driver	47.93	49.13
Equipment Mechanic	47.93	49.13
Flagman	35.95	36.85

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249a

Lineman Electrician - Teledata

11/01/2023

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).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70	\$ 5.70	\$ 5.70
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

11/01/2023

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.02)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 50.60	\$ 51.82
Crane, Crawler Backhoe	50.60	51.82
Certified Welder	53.13	54.41
Digging Machine	45.54	46.64
Tractor Trailer Driver	43.01	44.05
Groundman, Truck Driver	40.48	41.46
Equipment Mechanic	40.48	41.46
Flagman	30.36	31.09

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

11/01/2023

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48	\$ 10.48
	*plus 4.5% of the hourly wage paid	*plus 4.5% of the hourly wage paid

* The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q, X) 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 (5, 6, 8, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday.
All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building	11/01/2023
-------------------------	-------------------

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2023	7/03/2023
------------	-----------

Marble Cutters & Setters	\$ 62.82	\$ 63.12
--------------------------	----------	----------

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 39.03	\$ 39.34
---------------	----------	----------

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:

07/01/2023

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82

Supplemental Benefits per hour:

07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.38	\$ 28.86	\$ 29.74	\$ 30.60	\$ 31.48	\$ 36.44	\$ 38.17	\$ 39.03

07/03/2023

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12

Supplemental Benefits Per Hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34

9-7/4

Mason - Building	11/01/2023
-------------------------	-------------------

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2023

Bricklayer	\$ 45.00
Cement Mason	45.00
Plasterer/Stone Mason	45.00
Pointer/Caulker	45.00

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 workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 37.39
------------	----------

OVERTIME PAY

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on

Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building

11/01/2023

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

07/01/2023

12/04/2023

06/03/2024

Building:

Additional

Additional

Tile, Marble,& Terrazzo

Mechanic/Setter \$ 57.29

\$ 0.64

\$ 0.64

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 23.06*
+ \$7.68

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2023									
\$21.70	\$26.66	\$33.75	\$38.69	\$42.25	\$45.70	\$49.29	\$54.23	\$57.09	\$61.25

Supplemental Benefits per hour:

(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023									
\$12.55*	\$12.55*	\$15.36*	\$15.36*	\$16.36*	\$17.86*	\$18.86*	\$18.86*	\$16.86*	\$22.11*
+\$0.73	+\$0.78	+\$0.88	+\$0.88	+\$1.37	+\$1.42	+\$1.83	+\$1.88	+\$6.03	+\$6.61

Wages per hour:

(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2023									
\$19.83	\$23.92	\$25.89	\$29.98	\$32.74	\$36.32	\$39.61	\$42.71	\$44.31	\$47.73

Supplemental Benefits per hour:

(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2023									
\$12.55*	\$12.55*	\$14.66*	\$14.66*	\$15.60*	\$16.16*	\$16.66*	\$17.66*	\$15.66*	\$20.41*
+\$0.65	+\$0.69	+\$0.74	+\$0.78	+\$1.15	+\$1.19	+\$1.53	+\$1.57	+\$6.09	+\$6.18

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

9-7/52B

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2023	12/04/2023	06/03/2024
Building		Additional	Additional
Tile, Marble, & Terrazzo Finisher	\$ 47.06	\$ 0.55	\$ 0.54

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour	\$ 20.16*
	+ \$7.55

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

OVERTIME PAY

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

Double time rate applies after 10 hours on Saturdays.

HOLIDAY

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

9-7/88B-tf

Mason - Heavy&Highway

11/01/2023

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:	07/01/2023
Bricklayer	\$ 45.50
Cement Mason	45.50
Marble/Stone Mason	45.50
Plasterer	45.50
Pointer/Caulker	45.50

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular workday requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyman	\$ 37.39

OVERTIME PAY

Cement Mason	See (B, E, Q, W)
All Others	See (B, E, Q)

HOLIDAY

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

- Supplemental Benefits are not paid for paid Holiday

- If Holiday is worked, Supplemental Benefits are paid for hours worked.

- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

Operating Engineer - Building

11/01/2023

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) 07/01/2023

Building Construction:

Party Chief	\$ 77.39
Instrument Man	61.25
Rodman	41.39

Steel Erection:

Party Chief	80.16
Instrument Man	63.60
Rodman	44.23

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

Party Chief	85.74
Instrument man	64.40
Rodman	54.90

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

Building Construction \$ 28.04* +\$ 7.65

Steel Erection 28.64* +\$ 7.65

Heavy Construction 28.85* +\$ 7.64

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

21.19

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

11/01/2023

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)

	07/01/2023	03/04/2024
GROUP I		
Cranes- up to 49 tons	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	68.53	69.77
Cranes- 100 tons and over	78.21	79.64
GROUP I-A	58.01	59.04
GROUP I-B	53.48	54.41
GROUP II	55.98	56.97
GROUP III-A	53.94	54.88
GROUP III-B	51.35	52.25
GROUP IV-A	53.40	54.33
GROUP IV-B	45.17	45.94
GROUP V	48.69	49.53
Group VI-A	56.96	57.96
GROUP VI-B		
Utility Man	46.21	47.00
Warehouse Man	48.52	49.26

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:

Journeyworker	\$ 31.57	\$ 32.32
---------------	----------	----------

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 - Building

11/01/2023

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 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 Connecticut.

WAGES

CLASS A1*: Cranes, tower cranes, hydraulic cranes, locomotive crane, piledriver, cableway, derricks, whirlies, dragline, boom trucks (over 5 tons).

CLASS A:

Shovel, Excavators 18,001 lbs. and above(including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Excavators 18,000 lbs. and under, Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vacuum machine (mounted or towed).

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, beltcrete power pack (belcrete system), seeding, and mulching machines, pumps, rotating telehandler (that does not require NYS crane license).

*** In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2023	07/01/2024
Class A1*	\$ 50.93	\$ 53.11
Class A	50.44	52.62
Class B	49.42	51.60
Class C	46.52	48.70

(*) TONNAGE RATING PREMIUMS:

Note: Additional value subject to same premiums as shown for OT

All cranes 1000 tons and over, A1 rate plus \$7.00

All cranes 800-999 tons, A1 rate plus \$6.00

All cranes 600-799 tons, A1 rate plus \$5.00

All cranes 400-599 tons, A1 rate plus \$4.00

All cranes 200-399 tons, A1 rate plus \$3.00

All cranes 111-199 tons, A1 rate plus \$2.25

All cranes 110 tons and under, A1 rate only

Additional \$0.50 per hr on A1 rate for Tower Cranes.

Additional \$2.50 per hr over B rate for Nuclear Leader work.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour

	07/01/2023	07/01/2024
Journeyman	\$ 31.30	\$32.40

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: All hours worked on designated holidays shall be paid a double the hourly rate of pay plus 8 hours of straight time.

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyperson's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2023	07/01/2024
All terms	\$ 26.60	\$27.70

1-158 Alb

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:	07/01/2023	03/04/2024
Group I	\$ 67.27	\$ 68.63
Group I-A	59.26	60.42
Group I-B	62.46	63.70
Group II-A	56.74	57.84
Group II-B	58.52	59.67
Group III	55.74	56.81
Group IV	50.63	51.57
Group IV-B	43.43	44.19
Group V		
Engineer All Tower, Climbing and		
Cranes of 100 Tons	76.24	77.82
Hoist Engineer(Steel)	69.01	70.41
Engineer(Pile Driver)	73.61	75.13
Jersey Spreader, Pavement Breaker (Air		
Ram)Post Hole Digger	58.06	59.19

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:	\$ 33.75 up to 40 Hours	\$ 34.85 up to 40 hours
	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked	After 40 hours \$ 25.55* PLUS \$ 1.25 on all hours worked

*This amount is subject to premium

OVERTIME PAY

See (B, E, 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.

1st term	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34
Supplemental Benefits per hour:		
	25.70	26.85

8-137HH

Operating Engineer - Heavy&Highway

11/01/2023

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedell Road then east along Bedell Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 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 Connecticut.

WAGES

CLASSIFICATION A1*: All Cranes

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Asphalt Paver, Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Blacktop Roller, Boom truck, GPS operated Bull Dozer, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Rotating Telehandler, Scraper (Including Challenger Type), Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Brokk, Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Material handling knuckle boom, Mini Excavator (under 18,000 lbs.), Mixer (for stabilized base self-propelled), Monorail Machine, Plant Engineer, Prentice Loader, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vacuum machine (mounted or towed), Vermeer saw (ride on, any size or type), Welder, Winch, Winch Cat

CLASSIFICATION C:

A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), Boiler (used in conjunction with production), Bituminous Heater (self-propelled), Boat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16' and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro-Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar; including all attachments), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Insertter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour

	07/01/2023	07/01/2024
Class A1*	\$55.63	57.90
Class A	52.63	54.90
Class B	51.72	53.99
Class C	49.15	51.42

(*) TONNAGE RATING PREMIUMS:

Cranes over 1000 tons, A1 rate plus \$7.00
Cranes from 800-999 tons, A1 rate plus \$6.00
Cranes from 600-799 tons, A1 rate plus \$5.00
Cranes from 400-599 tons, A1 rate plus \$4.00
Cranes from 200-399 tons, A1 rate plus \$3.00
Cranes from 111-199 tons, A1 rate plus \$2.00
Cranes from 65-110 tons, A1 rate plus \$1.50
Cranes from 0-64 Tons, A1 rate only

NOTE: Additional value subject to same premiums as shown for OT

-- Tower Cranes, A1 rate plus \$3.00
-- Cranes in Luffer Configuration, A1 rate plus \$5.00
-- Cranes with external ballast (tray or wagon), A1 rate plus \$5.00
NOTE: Additional value subject to same premiums as shown for OT

Additional \$2.50 per hour for All Employees who work a single irregular work shift, of at least 5 consecutive days, starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour

07/01/2023 07/01/2024

Journey person \$ 31.50 \$ 32.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be observed on Monday. If the observed Monday Holiday is worked, pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday and is worked pay shall be double time plus Holiday pay for time worked. If the Holiday falls on a Saturday employer can choose to observe the paid holiday Saturday or give Friday off with holiday pay.

REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journey person's wage Class B

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

Supplemental Benefits per hour worked

07/01/2023 07/01/2024

All Terms \$ 26.25 \$27.10

1-158H/H Alb

Operating Engineer - Heavy&Highway

11/01/2023

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

Categories cover GPS & Underground Surveying

Per Hour: 07/01/2023

Party Chief \$ 81.72

Instrument Man 61.43

Rodman 52.40

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2023

All Categories

Straight Time: \$ 25.25* + \$7.64

Premium:

Time & 1/2 \$ 37.88* + \$7.64

Double Time

\$ 50.50* + \$7.64

Non-Worked Holiday Supplemental Benefits:
\$ 21.19

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

11/01/2023

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)

07/01/2023 03/04/2024

GROUP I	\$ 67.27	\$ 68.63
GROUP I-A	59.26	60.42
GROUP I-B	62.46	63.70
GROUP II-A	56.74	57.84
GROUP II-B	58.52	59.67
GROUP III	55.74	56.81
GROUP IV-A	50.63	51.57

GROUP IV-B	43.43	44.19
GROUP V-A		
Engineer-Cranes	76.24	77.82
Engineer-Pile Driver	73.61	75.13
Hoist Engineer	69.01	70.41
Jersey Spreader/Post		
Hole Digger	58.06	59.19

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:

\$ 33.75 up to 40 hours	\$ 34.85 up to 40 hours
After 40 hours	After 40 hours
\$24.50 plus	\$25.55 plus
\$1.25 on all hours worked	\$1.25 on all hours worked

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:

1st term	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34

Supplemental Benefits per hour:

All terms	\$ 25.70	\$ 26.85
-----------	----------	----------

8-137Tun

Operating Engineer - Marine Dredging

11/01/2023

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2023	10/01/2023
CLASS A1	\$ 43.94	\$ 45.26
Deck Captain, Leverman		
Mechanical Dredge Operator		
Licensed Tug Operator 1000HP or more.		
CLASS A2	39.16	40.33

Crane Operator (360 swing)

CLASS B To conform to Operating Engineer
Dozer, Front Loader Prevailing Wage in locality where work
Operator on Land is being performed including benefits.

CLASS B1	38.00	39.14
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		

CLASS B2	35.77	36.84
Certified Welder		

CLASS C1	34.79	35.83
Drag Barge Operator,		
Steward, Mate,		
Assistant Fill Placer		

CLASS C2	33.67	34.68
Boat Operator		

CLASS D	27.97	28.81
Shoreman, Deckhand, Oiler,		
Rodman, Scowman, Cook,		
Messman, Porter/Janitor		

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 12.00 plus 6% of straight time wage, Overtime hours add \$ 0.63
-------------------	---	---

All Class C	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50	\$ 11.75 plus 6% of straight time wage, Overtime hours add \$ 0.50
-------------	---	---

All Class D	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
-------------	---	---

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

11/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work

Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.90
------------	----------

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$24.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	23.70 / " 19.95
2001-3000	26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

11/01/2023

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work.
Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman	\$ 28.90
------------	----------

OVERTIME PAY

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

*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

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

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

0-1000	60%
1001-2000	70%
2001-3000	80%

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	\$ 23.70 / " 19.95
2001-3000	\$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Survey Crew - Consulting Engineer

11/01/2023

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:	07/01/2023
Survey Classifications	

Party Chief	\$ 47.15
Instrument Man	39.30
Rodman	34.35

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members:	\$ 23.15
-------------------	----------

OVERTIME PAY

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

*Double-time paid on the 9th hour on Saturday.

HOLIDAY

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

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

9-15dconsult

Operating Engineer - Tunnel

11/01/2023

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (topside); Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (4 or any type combination)); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifer (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Insertter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	48.89	51.42

Additional \$5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

Fringe benefits will be paid at the hourly wage premium.

CRANES:

Crane 1: All cranes, including self-erecting.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	\$ 57.52	\$ 59.91	\$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

SUPPLEMENTAL BENEFITS

Per hour:	\$ 24.20	\$ 25.05	\$ 25.90
	+ 9.60*	+ 9.85*	+ 10.10*

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

OVERTIME PAY

See (B, B2, E, Q, X) on OVERTIME PAGE

HOLIDAY

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

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

Painter

11/01/2023

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour	07/01/2023	07/01/2024 Additional
Brush/Paper Hanger	\$ 37.97	+ \$1.93*
Dry Wall Finisher	37.97	+ \$1.93*
Lead Abatement	37.97	+ \$1.93*
Sandblaster-Painter	37.97	+ \$1.93*
Spray Rate	38.97	+ \$1.93*

(*) To be allocated at later date.

See Bridge Painting rates for the following work:

Structural Steel, all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour	
Journeyperson	\$ 26.28

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term	\$ 11.14
All others	26.28

1-155

Painter - Bridge & Structural Steel

11/01/2023

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	\$ 54.50	\$ 56.00
	+ 10.10*	+ 10.35*

ADDITIONAL \$6.50 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:	\$ 11.78	\$ 12.43
	+ 30.85*	+ 31.55*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms.

1st year	\$ 21.80	\$ 22.40
	+ 4.04	+ 4.14
2nd year	\$ 32.70	\$ 33.60
	+ 6.06	+ 6.21
3rd year	\$ 43.60	\$ 44.80
	+ 8.08	+ 8.28

Supplemental Benefits - Per hour:

1st year	\$.90 + 12.34	\$ 1.16 + 12.62
2nd year	\$ 7.07 + 18.51	\$ 7.46 + 18.93
3rd year	\$ 9.42 + 24.68	\$ 9.94 + 25.24

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

8-DC-9/806/155-BrSS

Painter - Line Striping	11/01/2023
--------------------------------	-------------------

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2023	01/01/2024	07/01/2024
Striping-Machine Operator*	\$ 31.53	\$ 31.53	\$ 34.12
Linerman Thermoplastic	38.34	38.34	41.12

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker:			
Striping Machine Operator:	\$ 10.03	\$ 22.24	\$ 23.65
Linerman Thermoplastic:	10.03	22.24	23.65

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

1st Term:	\$ 15.00	\$ 15.00	\$ 15.00
2nd Term:	18.92	18.92	20.47
3rd Term:	25.22	25.22	27.30

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 22.24	\$ 23.65
2nd Term:	10.03	22.24	23.65
3rd Term:	10.03	22.24	23.65

8-1456-LS

Painter - Metal Polisher	11/01/2023
---------------------------------	-------------------

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2023
-----------	------------

Journeyworker:	
All classification	\$ 12.34

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:

	07/01/2023
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	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

Plumber

11/01/2023

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Delaware: Only the Townships of Middletown and Roxbury.

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:	07/01/2023
Plumber & Steamfitter	\$ 57.08

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: \$ 42.38

OVERTIME PAY

See (B, E, E2, Q, V) 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 rates:

07/01/2023

1st year	\$ 21.80
2nd year	30.11
3rd year	34.93
4th year	41.89
5th year	48.24

Supplemental Benefits per hour:

1st year	\$ 17.95
2nd year	22.96
3rd year	26.66
4th year	30.82
5th year	33.99

8-21.2-SF

Plumber - HVAC / Service

11/01/2023

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 Walkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2023

HVAC Service \$ 42.68
+ \$ 4.37*

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker HVAC Service
\$ 28.99

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.
\$ 19.32	\$ 22.91	\$ 28.56	\$ 35.13	\$ 38.15
+\$2.39*	+\$2.70*	+\$3.25*	+\$3.88*	+\$4.12*

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

Supplemental Benefits per hour:

Apprentices 07/01/2023

1st term	\$ 20.84
2nd term	22.28
3rd term	23.85
4th term	26.01
5th term	27.55

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations

11/01/2023

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:	07/01/2023
Journeyworker:	\$ 48.51

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	\$ 34.76
---------------	----------

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	\$ 20.92
2nd year	23.24
3rd year	25.29
4th year	35.48
5th year	37.49

Supplemental Benefits per hour:

1st year	\$ 11.45
2nd year	13.46
3rd year	17.51
4th year	23.67
5th year	25.68

Roofer

11/01/2023

JOB DESCRIPTION Roofer

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour:	07/01/2023	05/01/2024
		Additional
Roofer/Waterproofer	\$ 46.50	\$2.50
	+ \$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: \$ 31.37

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 apprentices indentured prior to 01/01/2023

	1st	2nd	3rd	4th
	\$ 16.28	\$ 23.25	\$ 27.90	\$ 34.88
		+ 3.50*	+ 4.20*	+ 5.26*
Supplements:				
	1st	2nd	3rd	4th
	\$ 4.03	\$ 15.85	\$ 18.95	\$ 23.61

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

	1st	2nd	3rd	4th	5th
	\$ 17.67	\$ 20.93	\$ 23.25	\$ 27.90	\$ 34.88
		+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26
Supplements:					
	1st	2nd	3rd	4th	5th
	\$ 7.61	\$ 14.29	\$ 15.85	\$ 18.95	\$ 23.61

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker

11/01/2023

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2023
SheetMetal Worker	\$ 47.00
	+ 3.60*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 45.62

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
\$ 17.50	\$ 19.67	\$ 21.87	\$ 24.05	\$ 26.24	\$ 28.44	\$ 31.10	\$ 33.75
+ 1.44*	+ 1.62*	+ 1.80*	+ 1.98*	+ 2.16*	+ 2.34*	+ 2.52*	+ 2.70*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 19.53
2nd term	21.99
3rd term	24.42
4th term	26.88
5th term	29.32
6th term	31.75
7th term	33.72
8th term	35.71

8-38

Sprinkler Fitter

11/01/2023

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2023

Sprinkler \$ 50.86
Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journey person \$ 30.19

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
\$ 24.77	\$ 27.53	\$ 30.03	\$ 32.78	\$ 35.53	\$ 38.29	\$ 41.04	\$ 43.79	\$ 46.54	\$ 49.30

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57
									1-669.2

Teamster - Building / Heavy&Highway

11/01/2023

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

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

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2023

GROUP 1	\$ 34.58
GROUP 1A	35.72
GROUP 2	34.02
GROUP 3	33.80
GROUP 4	33.69
GROUP 5	33.57
GROUP 6	33.57

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects 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. For further clarification contact your local Bureau Office.

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 44.59
Over 40 hours	36.99

OVERTIME PAY

See (*B, E, **E2, ***P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Makeup day limited to the employees who were working on the site that week.

***Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

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

Overtime: See (*1) on HOLIDAY PAGE

- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway

11/01/2023

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

Group 1	Tractor Trailer Drivers
Group 2	Tri- Axle

Wages: 07/01/2023

Group 1 \$ 33.70
Group 2 29.70

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours \$ 32.30
Over 40 hours 0.00

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE

- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the holiday Sunday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder

11/01/2023

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2023

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 12226

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

- ☐ Fuel Delivery
☐ Guards, Watchmen
☐ Janitors, Porters, Cleaners,
Elevator Operators
☐ Moving furniture and
equipment
☐ Trash and refuse removal
☐ Window cleaners
☐ Other (Describe)

9. Does this project comply 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://apps.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 11/22/2023

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
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	*****4155	CASA BUILDERS, INC.	FRIEDLANDER CONSTRUCTI ON	64 N PUTT CONNERS ROAD NEW PALTZ NY 12561	05/10/2023	05/10/2028

NYSDOL Bureau of Public Work Debarment List 11/22/2023

Article 8

DOL	AG	*****7247	CENTURY CONCRETE CORP		2375 RAYNOR ST RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	AG		EDWIN HUTZLER		23 NORTH HOWELLS RD BELLPORT NY 11713	08/04/2021	08/04/2026
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	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	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	DOL		HERBERT CLEMEN		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024

NYSDOL Bureau of Public Work Debarment List 11/22/2023

Article 8

DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026

NYSDOL Bureau of Public Work Debarment List 11/22/2023

Article 8

DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
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	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		KMA GROUP II, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL	*****1833	KMA GROUP INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	DOL		KMA INSULATION, INC.		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028
DOL	NYC		KULWANT S. DEOL		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		LEROY E. NELSON JR		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025

NYSDOL Bureau of Public Work Debarment List 11/22/2023

Article 8

DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	*****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	NYC	*****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

NYSDOL Bureau of Public Work Debarment List 11/22/2023

Article 8

DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVAJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	*****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHLEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025

NYS DOL Bureau of Public Work Debarment List 11/22/2023

Article 8

DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

"General Decision Number: NY20230007 12/22/2023

Superseded General Decision Number: NY20220007

State: New York

Construction Types: Building, Heavy and Highway

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

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

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

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

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

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023
2	01/27/2023
3	02/24/2023
4	06/30/2023
5	08/25/2023
6	09/22/2023
7	11/17/2023
8	12/22/2023

* ASBE0040-003 05/01/2023

SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation wetting; stripping; removal; scrapping; vacuuming; bagging; and disposing of all insulation materials whether they contain asbestos or not from mechanical systems.....	\$ 38.40	24.42
Insulator/asbestos worker (includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems).....	\$ 39.68	25.64

ASBE0091-002 05/29/2023

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
HAZARDOUS MATERIAL HANDLER Duties limited to preparation, wetting, stripping, removal scrapping, vacuuming, bagging and disposing of all insulation materials; whether they contain asbestos or not from mechanical systems.....	\$ 44.97	47.35
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....	\$ 44.97	47.35

BOIL0005-001 01/01/2023

	Rates	Fringes
BOILERMAKER.....	\$ 65.88	48.47+a

FOOTNOTE:

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

BRNY0005-001 06/01/2022

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

CARP0279-005 07/01/2021

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

CARP0740-002 07/01/2022

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
--	-------	---------

MILLWRIGHT.....	\$ 45.50	41.86
-----------------	----------	-------

 CARP1556-005 07/01/2022

DUTCHESS AND ORANGE COUNTIES

	Rates	Fringes
--	-------	---------

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

 ELEC0363-001 04/01/2023

	Rates	Fringes
--	-------	---------

ELECTRICIAN

DUTCHESS (Remaining Townships), ULSTER AND SULLIVAN COUNTIES.....	\$ 45.50	3%+37.67+a
ORANGE and DUTCHESS (Townships of Fishkill, East Fishkill and Beacon) COUNTIES.....	\$ 49.50	3%+37.67+a

FOOTNOTE:

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

 * ELEC1249-002 05/01/2023

	Rates	Fringes
--	-------	---------

ELECTRICIAN (LINE
 CONSTRUCTION-LIGHTING AND
 TRAFFIC SIGNAL INCLUDING ANY
 AND ALL FIBER OPTIC CABLE
 NECESSARY FOR THE TRAFFIC
 SIGNAL SYSTEMS, AND TRAFFIC
 MONITORING SYSTEMS, ROAD
 WEATHER INFORMATION SYSTEMS)

Flagman.....	\$ 30.36	7%+35.40
Groundman (Digging Machine Operator).....	\$ 45.54	7%+35.40
Groundman (Truck Driver)....	\$ 40.48	7%+35.40
Groundman Truck Driver (Tractor Trailer Unit).....	\$ 43.01	7%+35.40
Lineman and Technician.....	\$ 50.60	7%+38.40
Mechanic.....	\$ 40.48	7%+35.40

PAID HOLIDAYS:

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

* ELEC1249-004 05/01/2023

	Rates	Fringes
--	-------	---------

ELECTRICIAN (Line Construction)		
---------------------------------	--	--

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

Flagman.....	\$ 34.44	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Groundman Truck driver.....	\$ 45.92	7%+35.40
Lineman and Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40

Substation:		
-------------	--	--

Cable Splicer.....	\$ 63.14	7%+38.40
Flagman.....	\$ 34.44	7%+35.40
Ground man truck driver....	\$ 45.92	7%+35.40
Groundman digging machine operator.....	\$ 51.66	7%+35.40
Groundman truck driver (tractor trailer unit).....	\$ 48.79	7%+35.40
Lineman & Technician.....	\$ 57.40	7%+38.40
Mechanic.....	\$ 45.92	7%+35.40

Switching structures; railroad catenary installation and maintenance, third rail type underground fluid or gas filled transmission conduit and cable installations (including any and all fiber optic ground product by any other name manufactured for the dual purpose of ground fault protection and fiber optic capabilities), pipetype cable installation and maintenance jobs or projects, and maintenance bonding of rails; Pipetype cable installation

Cable Splicer.....	\$ 64.59	7%+38.40
Flagman.....	\$ 35.23	7%+35.40
Groundman Digging Machine Operator.....	\$ 52.85	7%+35.40
Groundman Truck Driver (tractor-trailer unit).....	\$ 49.91	7%+35.40
Groundman Truck Driver.....	\$ 46.98	7%+35.40

Lineman & Technician.....	\$ 58.72	7%+38.40
Mechanic.....	\$ 46.98	7%+35.40

FOOTNOTE:

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

* ELEC1249-005 05/01/2023

SULLIVAN COUNTY

	Rates	Fringes
ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL LINEMAN INCLUDING ANY AND ALL FIBER OPTIC CABLE NECESSARY FOR THE TRAFFIC SIGNAL SYSTEM, TRAFFIC MONITORING SYSTEMS AND ROAD WEATHER INFORMATION SYSTEMS.)		
Flagman.....	\$ 29.59	7%+35.40
Groundman (Digging Machine Operator).....	\$ 44.39	7%+35.40
Groundman (Truck Driver)....	\$ 39.46	7%+35.40
Groundman Truck Driver (tractor trailer unit).....	\$ 41.92	7%+35.40
Lineman & Technician.....	\$ 49.32	7%+38.40
Mechanic.....	\$ 39.46	7%+35.40

FOOTNOTE:

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

ELEC1249-008 01/01/2022

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

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

Thanksgiving Day, Day after Thanksgiving, Christmas Day.

ELEV0138-001 01/01/2023

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

FOOTNOTE:

- a. Vacation: 6%/under 5 years based on regular hourly rate for all hours worked. 8%/over 5 years based on regular hourly rate for all hours worked.
b. PAID HOLIDAYS: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day; Thanksgiving Day; the Friday after Thanksgiving Day; and Christmas Day.

ENGI0137-001 03/06/2017

DUTCHESS COUNTY (POUGHKEEPSIE AND SOUTH THEREOF)

BUILDING CONSTRUCTION

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

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

Crane Operators (100-149 ft) 2.00

Crane Operators (149 ft +) 3.00

Loader Operators (over 5 cu y) .50

Shovel Operators (over 4 cu yd) 1.00

FOOTNOTE:

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

POWER EQUIPMENT OPERATORS CLASSIFICATION

GROUP 1-A: Carrier- trailer horse; concret-portable hoist; crane & hoist engineer-steel (concrete, material, super structure sub- structure); derrick (stone-steel); elevator & cage; hoist- single/double or triple drum; hoist-portable mobile unit; hoist engineer-concert (crane-derrick-mine hoist); hoist engineer- material; overhead crane; power house plant; telephies (cableway); whirly; maintenance

engineer; Lull hiliift or similar; hydraulic crane 25 ton and over; cherry picker 25 tons and over; backhoe Oliver 88; fordson; dynahoe; dual purpose and similar machines; Barber Green Loader-euclid loader or similar type; conway or similar mucking macking machines; dragline; gradall; shovel; backhoe etc. (crawler or truck); front end loaders; hydraulic boom; jersey spreader; lift slab console; letournequ or tounapull (scrapers over 20 yds struck); mucking machines; pavement breaker (air ram); paver (concrete); road boring machine; road mix machines; ross carrier and similar machines; post hole digger; shovel (tunnels); side boom; spreader (asphalt); scoopmobile-tractor-shovel over 1 1/2 yds. trenching machines vermeer concrete saw trencher and similar; tractor type demolition equipment; winch truck (a frame); hydraulic crane over 10 ton up to 25 ton); cherry picker over 10 ton up to 25 ton)

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

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

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

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

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

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

GROUP 5: Motorized roller (walk behind)

GROUP 5-A: Master Mechanic

GROUP 5-B: Utility Man

GROUP 6: Warehouse Man

ENGI0137-007 03/06/2017

Poughkeepsie and South thereof

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

GROUP 1-B: Road Paver, Asphalt

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

GROUP 2-B: Mechanic (outside) all types

GROUP 3-A: Air tractor drill; asphalt plant; batch plant; boiler (high pressure; concrete breaker; concrete pump concrete spreader; curb cutter machine; farm tractor (all types); finishing machine (concrete); fine grading machine; fireman; forklift; forklift (electric); joy drill or similar tractor drilling machine; loader - 1 1/2 yards and under; locomotive (all sizes), maintenance engineer; machine pulling sheeps foot roller; material hopper; mixer concrete - 21-E and over; mulching grass spreader; portable asphalt plant, portable batch plant, portable crusher; powerhouse plant; quarry master; roller under 4 ton; spreading and fine grading machine; steel cutting machine; stone crusher; sweeper; turbojet burner or similar; well drilling machine ; winch truck ""A"" frame. John Henry Drill or similar.

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

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

GROUP 5: Oiler

GROUP 5-A-1: Master Mechanic

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

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

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

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

NOTES:

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

CRANES:

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

FOOTNOTE:

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

ENG10158-006 07/01/2022

NORTHERN PART OF DUTCHESS (TO THE NORTHERN BOUNDARY LINE OF THE

CITY OF POUGHKEEPSIE) BUILDING CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP A(1).....	\$ 47.81	30.74
1.....	\$ 49.06	30.74
2.....	\$ 50.06	30.74
GROUP A.....	\$ 47.32	30.74
GROUP B.....	\$ 46.30	30.74
GROUP C.....	\$ 43.40	30.74

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

FOOTNOTE:

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

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

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

GROUP A(1): Crane Premiums

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

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

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

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

ENGI0158-018 07/01/2022

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

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

POWER EQUIPMENT OPERATORS HEAVY & HIGHWAY CLASSIFICATIONS

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

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

Refrigeration Equipment (for soil stabilization) Road
Widener, Roller (all above subgrade), Sea Mule,
Self-contained Ride-on Rock Drill, Excluding Air-Track Type
Drill, Skidder, Tractor with Dozer and/or Pusher, Trencher.
Tugger Hoist, Vermeer saw (ride on, any size or type),
Winch, Winch Cat

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

GROUP 4: Tower Cranes

GROUP 5: Cranes 50 tons and over

GROUP 6: Cranes 49 tons and below

GROUP 7: Master Mechanic

FOOTNOTES:

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

ENGI0825-007 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

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

NOTES:

Hazmat Premium 20%
Hydrographic Premium .50

POWER EQUIPMENT OPERATORS CLASSIFICATIONS (BLDG, HEAVY & HWY)

GROUP 1: Autograde-Pavement-Profiler (CMI and Similar Type);
utograde-Pavement-Profiler (CMI and Similar
Types);Autograde Slipform Paver (CMI and Similar Types);
Backhoe; Central Power Plants (all types); Concrete Paving
Machine (s-240 and Similar Types); Cranes (All Types,

Including Overhead and Straddle Traveling Type); Cranes, Gantry; Derricks (Land, Floating or Chicago Boom Type); Drillmaster/Quartmaster (Down the Hole Drill) Rotary Drill; Self-Propelled, Hydraulic Drill, Self-Powered Drill Draglines, Elevator Graders, Front End Loaders (5 yds. and over), Gradalls, Grader: Rago, Helicopters (Copilot), Helicopters, (Communication Engineer), Locomotive (large), Mucking Machines, Pavement and Concrete Breaker (Superhammer, Hoe Ram, Brokk 250 and Similar Types), Pile Driver (length of boom including length of leads shall determine premium rate applicable), Roadway Surface Grinder Scooper (loader and shovel), Shovels, Tree Chopper with Boom, Trench Machines, Tunnel Boring Machines.

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

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

Maintenance, Utility Man; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols and Graders; Pavement Breakers, Small, Self-Propelled ride on type (also maintains compressor or hydraulic unit); Pavement Breaker, Truck Mounted; Pipe Bending Machine (power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (post pounder and auger); Rod Bending Machines (power); Roller, Black Top; Scales, (power); Seaman Pulverizing Mixer; Shoulder Widener; Silos; Skimmer Machines (Boom Type); Steel Cutting Machine, Services and Maintains; Tamrock Drill; Tractors; Tug Captain; Vibrating Plants (used in conduction with unloading); welder and Repair Machines. Concrete cleaning/decontamination machine operator; Directional boring machine; Heavy equipment robotics operator; Master environmental maintenance operator; Ultra high pressure waterjet cutting tool system operator; maintenance operator; Vacuum blasting machine operator

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

GROUP 5: Oiler

GROUP 6: Helicopter Pilot

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

ENGI0825-008 01/01/2018

ORANGE, ULSTER AND SULLIVAN COUNTIES

Rates

Fringes

Power equipment operators:

BUILDING CONSTRUCTION

STEEL ERECTION

GROUP 1.....	\$ 59.09	30.30
GROUP 2.....	\$ 57.43	30.30
GROUP 3.....	\$ 50.14	30.30
GROUP 4.....	\$ 47.48	30.30
GROUP 5.....	\$ 45.95	30.30
GROUP 6.....	\$ 44.19	30.30
GROUP 7.....	\$ 53.70	30.30

BUILDING CONSTRUCTION TANK

ERECTION

GROUP 1.....	\$ 58.81	30.30
GROUP 2.....	\$ 57.22	30.30
GROUP 3.....	\$ 53.70	30.30
GROUP 4.....	\$ 50.13	30.30
GROUP 5.....	\$ 44.92	30.30

OILOSTATIC MAINLINES AND

TRANSPORTATION PIPE LINES

GROUP 1.....	\$ 51.20	30.30
GROUP 2.....	\$ 49.55	30.30
GROUP 3.....	\$ 47.41	30.30
GROUP 4.....	\$ 45.91	30.30
GROUP 5.....	\$ 44.19	30.30
GROUP 6.....	\$ 53.13	30.30

NOTES:

Hydrographic Premium	50
Hazmat Premium	20%
Tunnel Premium	.75

STEEL ERECTION CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Oiler

GROUP 7: Helicopter Pilot .

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

For BUILDING CONSTRUCTION TANK ERECTION CLASSIFICATIONS

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

TANK ERECTION CLASSIFICATIONS

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

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

GROUP 3: Helicopter Pilot Engineer.

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

GROUP 5: Oiler

FOOTNOTE:

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

For OILOSTATIC MAINLINES AND TRANSPORTATION PIPE LINE CLASSIFICATIONS

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

OILSTATIC MAINLINES AND TRANSPORTATION PIPE LINES CLASSIFICATIONS

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

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

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

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

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

GROUP 6: Helicopter Pilot

FOOTNOTE:

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

* IRON0417-001 07/01/2023

	Rates	Fringes
IRONWORKER.....	\$ 42.38	50.95+a

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

* LAB00017-002 06/01/2019

	Rates	Fringes
LABORER		
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any other environmental related work): (BUILDING CONSTRUCTION)		
GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
DUTCHESS COUNTY (Asbestos, lead, toxic and hazardous waste abatement and any		

other environmental
related work): (HEAVY &
HIGHWAY:)

GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a

ORANGE AND ULSTER COUNTIES
(BUILDING CONSTRUCTION:)

GROUP 1.....	\$ 35.95	27.15
GROUP 2.....	\$ 37.75	27.15
GROUP 3.....	\$ 40.50	27.15

ORANGE, ULSTER, AND
SULLIVAN COUNTIES (HEAVY &
HIGHWAY)

GROUP 1.....	\$ 33.15	27.15+a
GROUP 2.....	\$ 37.90	27.15+a
GROUP 3.....	\$ 42.15	27.15+a
GROUP 4.....	\$ 46.75	27.15+a

TUNNEL, SHAFT & CAISSON
WORK

GROUP 1.....	\$ 48.05	29.50+a
--------------	----------	---------

LABORERS BUILDING CLASSIFICATIONS

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

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

GROUP 2: Forklift for masonry purposes

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

BUILDING CLASSIFICATIONS

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

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

LABORERS HEAVY AND HIGHWAY CLASSIFICATIONS

GROUP 1: Flagperson, gateperson

GROUP 2: General laborers, chuck tender, handling and distributing drinking water, distributing all tools and supplies of laborers, nipper, powder carrier, magazine tender, warehouse laborers, concrete man, vibrator man, mason tender, mortar man, spraying, brushing and covering of concrete for curing and preservative purposes, traffic striper, scaffold builder, concrete curb and sidewalk from setter; permanent traffic striping and reflective devices, placing and maintenance of all flares, cones, lights, signs, barricades, traffic patterns, and all temporary reflective type materials for traffic control, custodial work, traffic directors, temporary heat or light tenders, tool room, dewatering pump men, pitman, dumpmen, snow removal and firewatch, asphalt man, joint setter, signal person, pipelayer, pipelining and relining, wellpoints, conduit and duct layer, wire puller rip rap and dry stone layer, steel rod carrier, core drill, rock splitter, Hilti gun air or electric, jackhammer, bush hammer, pavement breaker, chipping hammer, wagon drill, air track, jib rig, joy drill, gunite and sand blasting, coal passer and other machine operators, power tool operator, sprayer and nozzle man on mulching and seeding machine, all guard rail and fence, all seeding and sod laying, all landscape work, grade checker, all bridge work, walk behind self-propelled power saw, grinder, groover or similar type machine, walk behind tamper and roller of all types, salvage, stripping, wrecking and dismantling laborer (including barman, cutting torch and burner man), sheeting and shoring coming under laborers jurisdiction, bit grinder, operator of form pin puller and drivers, sandblasting, joint and jet sealer, filling and wiring baskets for gabion walls, permanent sign man, median barrier, sta-wall or similar type product, chain saw operator, railroad track laborer, waterproofer, pre-stressed and pre-cast concrete brick, block and stone pavers, power tools used to perform work usually done by laborers, power buggy and pumpcrete operator, fireproof, plaster and acoustic pump, asbestos, toxic, bio-remediation, phyto-remediation, lead or hazardous materials abatement when protective clothing and equipment is not required, power brush cutter, retention liners, artificial turf, retaining walls, walk behind surface planer, welding

related to laborers work, remote controlled equipment normally operated by laborers, all technician work including but not limited to stitching, seaming, heat welding, fireproof sprayer, mortar mixer, concrete finisher, form setter for concrete curbs and flatwork. Guniting nozzle man, stone cutters, granite stone layer, manhole, catch basin or inlet installing, laser men. Ground man on milling machine.

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

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

HEAVY & HIGHWAY CLASSIFICATIONS

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

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

FOOTNOTE:

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

TUNNEL, SHAFT & CASSION CLASSIFICATIONS

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

LAB00235-003 05/01/2016

DUTCHESS COUNTY

	Rates	Fringes
--	-------	---------

Laborers:

BUILDING CONSTRUCTION

GROUP 1.....	\$ 33.30	26.25
GROUP 2.....	\$ 33.30	26.25
GROUP 3.....	\$ 33.30	26.25

LABORERS CLASSIFICATIONS (BUILDING)

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

GROUP 2: Hod carriers, plasterers' tenders, scaffold builders (padlock and self-supporting scaffold 14 ft. or under all runways, mortar mixers) machine and hand, concrete mixers by machine under 21e, vibrators, form setters, asphalt rakers, handling reinforcement rods, drillers, jackhammer, operator, signalman, gunniting, motorbugs, water pump 2'" or under barco machine, wreckers, paving breakers, power saw operators, other machine operators.

GROUP 3: Blasters, Laser beam operator.

LAB00235-005 05/01/2023

DUTCHESS COUNTY

	Rates	Fringes
Laborers:		
HEAVY & HIGHWAY		
GROUP 1.....	\$ 36.45	27.80+a
GROUP 2.....	\$ 42.80	27.80+a
GROUP 3.....	\$ 43.90	27.80+a

LABORERS CLASSIFICATIONS (HEAVY & HIGHWAY)

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

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

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

FOOTNOTE:

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

PAIN0009-004 05/01/2023

DUTCHESS, ORANGE, SULLIVAN and ULSTER COUNTIES

	Rates	Fringes
GLAZIER.....	\$ 47.95	52.77

PAIN0155-003 05/01/2021

	Rates	Fringes
Painters:		
Drywall Finishers.....	\$ 35.94	24.66

Lead Abatement Work.....	\$ 35.94	24.66
Painter/Paperhanger.....	\$ 35.94	24.66
Spray Rate.....	\$ 36.94	24.66

* PAIN0806-008 10/01/2023

DUTCHESS, ORANGE, SULLIVAN AND ULSTER COUNTIES

	Rates	Fringes
--	-------	---------

PAINTER

Structural steel and Bridge.	\$ 56.00	54.33
------------------------------	----------	-------

* PLUM0021-005 05/01/2023

ZONE 2

DUTCHESS COUNTY AND THE REMAINDER OF ULSTER COUNTY

	Rates	Fringes
--	-------	---------

PLUMBER/PIPEFITTER.....	\$ 57.08	42.38
-------------------------	----------	-------

* PLUM0373-002 05/01/2023

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

	Rates	Fringes
--	-------	---------

Plumber; Steamfitter.....	\$ 49.95	44.57
REFRIGERATION MECHANIC.....	\$ 38.59	36.07

* PLUM0373-003 05/01/2023

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

	Rates	Fringes
--	-------	---------

Plumber; Steamfitter.....	\$ 49.95	44.57
---------------------------	----------	-------

ROOF0008-002 05/01/2023

	Rates	Fringes
--	-------	---------

ROOFER.....	\$ 46.50	38.37
-------------	----------	-------

SFNY0669-002 04/01/2023

	Rates	Fringes
--	-------	---------

SPRINKLER FITTER.....	\$ 50.86	30.19
-----------------------	----------	-------

SHEE0038-001 07/01/2023

Rates

Fringes

Sheet metal worker.....	\$ 50.60	45.62
-------------------------	----------	-------

TEAM0445-001 05/01/2023

Rates

Fringes

Truck drivers:

GROUP 1.....	\$ 34.58	44.59+a
GROUP 1A.....	\$ 35.72	44.59+a
GROUP 2.....	\$ 34.02	44.59+a
GROUP 3.....	\$ 33.80	44.59+a
GROUP 4.....	\$ 33.69	44.59+a
GROUP 5.....	\$ 33.57	44.59+a

FOOTNOTE:

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

TRUCK DRIVER CLASSIFICATIONS

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

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

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

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

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

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

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

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours

they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

=====

END OF GENERAL DECISION

"

SECTION 7

CONTRACT AGREEMENT

CITY OF BEACON AGREEMENT FOR FEDERAL AID PROJECT THROUGH NYSDOT

THIS AGREEMENT, made this the _____ day of _____, 20____
by and between City of Beacon acting herein through its Mayor, hereinafter called "OWNER" and
_____, a corporation of the City of _____, County of _____,
State of _____, hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to: Reconstruct within the City of Beacon, **CoB BID NO. 2024-004: REHABILITATION OF FISHKILL AND TELLER AVENUES – PINs 8757.30 & 8757.80** hereinafter called the project, for the sum of:

_____ (\$_____)
and all extra work in connection therewith, under the terms as stated in the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the work in accordance with the conditions and prices stated in the Bid Form, Advertisement for Bids, the Information for Bidders, and printed or written explanatory matter thereof, the specifications and contract documents therefor as prepared by WSP, herein after called "ENGINEER", all of which are made a part hereof and collectively evidence and constitute the contract.

CONTRACTOR hereby agrees to complete the work under this contract within 400 calendar days after the date shown in the Notice to Proceed. The **CONTRACTOR** further agrees to pay liquidated damages for each consecutive calendar day thereafter, in accordance with the schedule in the Information for Bidders.

CONTRACTOR hereby agrees that they have taken into account the cost of constructing the project in phases, and that if work is not completed prior to winter Contractor shall hold all prices for the duration of the project until such time as project has been completed. If Contractor has not completed project, including installation of top course pavement prior to winter, Contractor, at Contractor's cost, shall ensure that road is in a safe and passable manner to the City of Beacon for the motoring public, and winter maintenance of

CONTRACT AGREEMENT

the road by the City. The Contractor further hereby agrees that they have taken into account in their pricing that Central Hudson shall be occupying the site during the project to replace the existing gas mains and services.

OWNER agrees to pay the *CONTRACTOR* in current funds for the performance of the contract, subject to additions and deductions, as provided in the conditions of the Contract, and to make payments on account thereof as provided in the Contract.

Prior to the commencement of construction, the *CONTRACTOR* shall meet with all known public and private utility companies occupying the work site. At this meeting the *CONTRACTOR* shall inform the utility companies of the contractor's schedule of operations and coordinate the contractor's work with these companies.

The *CONTRACTOR* specifically agrees that the contractor has taken into account and included in the contractor's unit prices and lump sum prices bid, for various items of the contract, any additional cost of doing the work under this contract because of not having a clear site for the work, because of interference of roadway use by the utilities and because of the necessity or desirability of opening certain sections of pavement to traffic before the entire work is completed.

This agreement shall be construed and enforced in accordance with the laws of the State of New York.

CONTRACTOR agrees:

- A. To hereby voluntarily and irrevocably submit himself to the jurisdiction and venue of any court of competent jurisdiction over the subject matter of this contract located within the State of New York in which any litigation is brought based on or arising out of the Contract.
- B. Any litigation brought by the *CONTRACTOR* based on or arising out of this Contract shall be brought only in the Supreme Court of the State of New York within the county in which the Owner is located, trial to be without jury.

CONTRACT AGREEMENT

- C. Any legal process or notice connected with any litigation may be served on the CONTRACTOR by U.S. registered mail, postage prepaid, addressed to the CONTRACTOR at his address stated in this Contract or at the address stated in this Contract for the furnishing of notices to the CONTRACTOR or at the CONTRACTOR'S last known address, and that service in such manner shall constitute good and valid service of process upon the CONTRACTOR.
- D. The CONTRACTOR hereby waives any defense which might be available to it in any such litigation based on or alleging lack of jurisdiction or venue, or, if process is served in the manner provided in subparagraph (c) immediately above, invalid service of process, and that he will duly enter his appearance in any such action.
- E. This contract shall be presented in court as conclusive evidence of the foregoing agreement.
- F. The CONTRACTOR agrees that he/she/it will indemnify and save the OWNER harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, power tools, all supplies, including commissary, incurred in the furtherance of the performance of this contract. The CONTRACTOR must, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged, or waived. If the CONTRACTOR fails to do so, then the OWNER may, after having served written notice on the CONTRACTOR, either pay unpaid bills, of which the OWNER has written notice, direct, or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of this Contract. In no event shall this be construed to impose any obligation upon the OWNER to the CONTRACTOR.
- G. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR for all things done or furnished in connection with this work and for every act and neglect of

CONTRACT AGREEMENT

the OWNER and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the CONTRACTOR of his/he sureties from any obligation under this Contract or any Performance and Payment Bond required hereunder.

- H. Defense of Action Suit – Neither the Owner nor any of its officers or agents shall in any manner be answerable or responsible for any loss or damages that may happen to the work, or to any part or parts thereof, or to any materials, equipment or other property that may be used therein, or placed upon the ground, during the progress of the work. Neither the Owner nor any of its officers or agents shall be in any manner answerable or responsible for any injury done, or damages or compensation required to be paid under present or future law, to any person or persons whatever, whether belonging to the Owner or others, occurring during or resulting from the work. The Contractor shall indemnify and save harmless the Owner, its officers, and agents against all such injuries, damages and compensation arising or resulting from causes other than that of the Owner's negligence.

The Contractor shall, from the commencement of work until completion and acceptance thereof, maintain public liability insurance and property damage liability insurance in the amounts stated in this bid document for the protection of the Contractor and the Owner, stamped by the insurer "Premium Paid". These policies shall be written by an insurance company or companies approved by the Owner.

Owner shall have the right to stop work or terminate the contract if:

- A. The Contractor is adjudged bankrupt or makes an assignment for the benefit of creditors.
- B. A receiver or liquidator is appointed for the Contractor or for any of his/her/its property and is not dismissed within 20 days after such appointment or the proceedings in connection therewith are not stayed on appeal within the said 20 days.
- C. The Contractor refuses or fails to prosecute the work or any part thereof with due diligence.
- D. The Contractor fails to make prompt payment to persons supplying labor for the work.

CONTRACT AGREEMENT

- E. The Contractor fails or refuses to comply with all applicable laws and ordinances.
- F. The Contractor is guilty of a substantial violation of any provision of the contract.
- G. In any event, the Owner, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the Contractor, terminate the employment of the Contractor and his/her/its right to proceed as to the work. In such case, the Contractor shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the Contractor hereunder exceeds the expense of completing the work, such excess shall be paid to the Contractor. If such expense exceeds such unpaid balance, the Contractor shall be liable to the Owner for such excess.

It is hereby mutually covenanted and agreed that the relation of the Contractor to the work to be performed by him/her/it under this Contract shall be that of an independent contractor. As an independent contractor, he/she/it will be responsible for all damage, loss or injury to persons or property that may arise in or be incurred during the conduct and progress of said work, whether or not the Contractor, his/her/its agents, or employees have been negligent. The Contractor shall hold and keep the Owner free and discharged of and from any and all responsibility and liability of any sort of kind. The Contractor shall assume all responsibilities for risks or casualties of every description, for loss or injury to persons or property arising out of the nature of the work, from the action of elements, or from any unforeseen or unusual difficulty. The Contractor shall make good any damages that may occur in consequence of the work or any part of it. The Contractor shall assume all blame, loss and responsibility of any nature by reason of neglect or violation of and federal, state, county or local laws, regulations or ordinance.

The Contractor agrees to indemnify and save the Owner, its officers, agents and employees harmless from any liability imposed upon the Owner, its officers, agents and/or employees arising from the negligence, active or passive, or the Contract.

In accordance with the provisions of Section 109 of the General Municipal Law, the Contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement, or his/her/its right, title or interest in this agreement, or his/her/its power to execute

CONTRACT AGREEMENT

this agreement, to any other person or corporation without the previous consent in writing of the Owner.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

CITY OF BEACON

[Seal]

[CONTRACTOR FIRM NAME]

[Seal]

(Signature)

(Title)

(Signature)

(Title)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of

Dollars (\$ _____), lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the CITY the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his, her or its representatives or assigns, shall well and faithfully perform the said Contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, including repair and/or replacement of defective work and guarantees of maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the CITY from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the CITY for all outlay and expense which the CITY may incur in making good any such default, and shall protect the said CITY against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against said CITY or its officers or agents of which the said CITY may be called upon to pay any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the said PRINCIPAL, or his, her, their, or its agents or servants, or the improper performance of the said work by the said PRINCIPAL, or his, her, their, or its agents or servants, or the infringement of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety (Sureties), for value received, hereby stipulates and agrees, if requested to do so by the CITY, to fully perform and complete the Work to be performed under the Contract, pursuant to the terms, conditions, and covenants thereof, if the CITY determines that the Principal, for any cause, has failed or neglected to fully perform and complete such Work. The Surety (Sureties) further agrees to commence and diligently perform the Work specified in the Contract, including physical site work, within twenty-five (25) business days after written notice thereof from the CITY and to complete all Work within such time as the CITY may fix. The Surety and the CITY reserve all rights and defenses each may have against the other; provided, however, that the Surety expressly agrees that its reservation of rights shall not provide a basis for non-performance of its obligation to commence and to complete all Work as provided herein.

The Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties) and its bond shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or to the said Contract or Work to be performed thereunder, or by any payment thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any Work to be performed or any moneys due or to become due thereunder; and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and

PERFORMANCE BOND

transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done by or in relation to said Principal.

IN WITNESS WHEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this ____ day of _____, 20____.

(Seal) _____(L.S.)
Principal

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

Bond Premium Rate _____

Bond Premium Cost _____

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

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

An appropriate number of counterparts of the bond corresponding to the number of counterparts of the Contract should be executed.

PERFORMANCE BOND

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____
County of _____ ss:

On this ____ day of _____, _____, before me personally came to me known, _____ who, being by me duly sworn, did depose and say that he/she is the _____ of _____

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____
County of _____ ss:

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____
County of _____ ss:

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

Notary Public

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, _____

hereinafter referred to as the "Principal", and _____

hereinafter referred to as the "Surety" are held and firmly bound to THE CITY OF BEACON, DUTCHESS COUNTY, NEW YORK, hereinafter referred to as the "CITY", or to its successors and assigns in the penal sum of

Dollars (\$ _____), lawful money of the United States, for the payment of which said sum of money well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal is about to submit (or has submitted) to the CITY the accompanying proposal, hereby made a part hereof, to enter into a contract in writing for _____

a copy of which Contract is annexed to and hereby made a part of this bond as though herein set forth in full;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its representatives or assigns and other Subcontractors to whom Work under this Contract is sublet and his or their successors and assigns shall promptly pay or cause to be paid all lawful claims for:

(a) Wages and compensation for labor performed and services rendered by all persons engaged in the prosecution of the Work under said Contract, and any amendment or extension thereof or addition thereto, whether such persons be agents servants or employees of the Principal or any such Subcontractor, including all persons so engaged who perform the work of laborers or mechanics at or in the vicinity of the site of the Project regardless of any contractual relationship between the Principal or such Subcontractors, or his, her or their successors or assigns, on the one hand and such laborers or mechanics on the other, but not including office employees not regularly stationed at the site of the project; and

(b) Materials and supplies (whether incorporated in the permanent structure or not), as well as teams, fuels, oils, implements or machinery furnished, used or consumed by said Principal or any subcontractor at or in the vicinity of the site of the Project in the prosecution of the Work under said Contract and any amendment or extension thereof or addition thereto; then this obligation shall be void, otherwise to remain in full force and effect.

This bond is subject to the following additional conditions, limitations and agreements:

(a) The Principal and Surety (Sureties) agree that this bond shall be for the benefit of any materialmen or laborer having a just claim, as well as the CITY itself.

(b) All persons who have performed labor, rendered services or furnished materials and supplies, as aforesaid, shall have a direct right of action against the Principal and his, her, its or their successors and assigns, and the Surety (Sureties) herein, or against either or both or any of them and their successors and assigns. Such persons may sue in their own name, and may prosecute the suit to judgment and execution without the necessity of joining with any other persons as party plaintiff.

(c) The Principal and Surety (Sureties) agree that neither of them will hold the CITY liable for any judgment for costs of otherwise, obtained by either or both of them against a laborer or materialman in a suit brought by either a laborer or materialman under this bond for moneys allegedly due for performing work or furnishing material.

PAYMENT BOND

(d) The Surety (Sureties) or its successors and assigns shall not be liable for any compensation recoverable by an employee or laborer under the Workmen's Compensation Law.

(e) In no event shall the Surety (Sureties), or its successors or assigns, be liable for a greater sum than the penalty of this bond or be subject to any suit, action or proceeding hereon that is instituted by any person, firm, or corporation hereunder later than two years after the complete performance of said Contract and final settlement thereof.

The Principal, for himself / herself / itself and successors and assigns, and the Surety (Sureties), for itself and its successors and assigns, do hereby expressly waive any objection that might be interposed as to the right of the CITY to require a bond containing the foregoing provisions, and they do hereby further expressly waive any defense which they or either of them might interpose to an action brought hereon by any person, firm or corporation, including subcontractors, material men and third persons, for work, labor, services, supplies or material performed rendered, or furnished as aforesaid upon the ground that there is no law authorizing the CITY to require the foregoing provisions to be placed in this bond.

And the Surety (Sureties), for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety (Sureties), and its bonds shall be in no way impaired or affected by any extension of time, modification, omission, addition, or change in or of the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provisions thereof, or by any assignment, subletting or other transfer thereof or of any part thereof, or of any Work to be performed, or any moneys due to become due thereunder and said Surety (Sureties) does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers, and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, Subcontractors, and other transferees shall have the same effect as to said Surety (Sureties) as though done or omitted to be done or in relation to said Principal.

PAYMENT BOND

IN WITNESS HEREOF, the Principal and the Surety (Sureties) have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these presents to be signed by their proper officers, this _____ day of _____, _____.

(Seal) _____(L.S.)
Principal

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

(Seal) _____(L.S.)
Surety

By: _____

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

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

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

PAYMENT BOND

ACKNOWLEDGEMENT OF PRINCIPAL, IF A CORPORATION

State of _____
County of _____ ss:

On this ____ day of _____, _____, before me personally came to me known, _____ who, being by me duly sworn, did depose and say that he/she is the _____ of _____

the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF A PARTNERSHIP

State of _____
County of _____ ss:

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

Notary Public

ACKNOWLEDGEMENT OF PRINCIPAL, IF AN INDIVIDUAL

State of _____
County of _____ ss:

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

Notary Public

Each executed bond should be accompanied by: (a) appropriate acknowledgments of the respective parties; (b) appropriate duly certified copy of Power of Attorney or other certificate of authority where bond is executed by agent, officer or other representative of Principal or Surety; (c) a duly certified extract from By-Laws or resolutions of Surety under which Power of Attorney or other certificate of authority of its agent, officer or representative was issued, and (d) certified copy of latest published financial statement of assets and liabilities of Surety.

AFFIX ACKNOWLEDGMENTS AND JUSTIFICATION OF SURETIES.

NOTICE OF AWARD

TO: _____ Dated: _____

(Bidder)

ADDRESS: _____

PROJECT: _____

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: _____

(Insert name of Contract, as it appears in the Bidding Documents)

You are notified that your Bid dated _____ for the above Contract has been considered.

You are the apparent Successful Bidder and have been awarded a contract for: _____

(Indicate total work, alternates or section or work awarded)

The Contract Price of your contract is: _____

_____ Dollars (\$ _____)

____ copies of each the proposed Contract Documents (except Drawings) accompany this Notice of Award.
____ sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within ten (10) days of the date of this

Notice of Award, that is by _____

1. You must deliver to the Owner _____ fully executed counterparts of the Agreement including all the Contract Documents. This includes _____ sets of Drawings. Each of the Contract Documents and sets of Drawings must bear your signature on the cover page.
2. You must deliver with the executed Agreement the Contract Security (Bonds) as specified in the Instructions to Bidders, and contract documents.

-over-

NOTICE OF AWARD

3. (List other conditions precedents).

[illegible]

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

After you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

City of Beacon

(Owner)

BY:

(Authorized Signature) Christopher White

City Administrator

(Title)

ACCEPTANCE OF AWARD

(Contractor)

BY:

(Authorized Signature)

(Title)

(Date)

COPY to ENGINEER (Via Certified Mail, Return Receipt Requested)

NOTICE TO PROCEED

Dated: _____

TO: _____
(Contractor)

ADDRESS: _____

PROJECT: _____

OWNER'S CONTRACT NO.: _____

CONTRACT FOR: _____
(Insert name of Contract, as it appears in the Bidding Documents)

You are notified that the Contract Times under the above contract will commence to run on _____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement the date of completion and readiness for final payment is _____. Before you may start any Work at the site, you and Owner must each deliver to the other (with copies to ENGINEER and other identified additional insurers) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the site, you must (add other requirements):

City of Beacon
(Owner)

BY: _____
(Authorized Signature)

City Administrator
(Title)

ACCEPTANCE OF AWARD

(Contractor)

BY: _____
(Authorized Signature)

(Title)

(Date)

COPY to ENGINEER (Via Certified Mail, Return Receipt Requested)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

TABLE OF CONTENTS

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3-4
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with Breach Notification and Data Security Laws	6
23. Compliance with Consultant Disclosure Law	6-7
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7
27. Admissibility of Contract	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public

Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual

employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.