

DOWNTOWN STREETSCAPE IMPROVEMENTS

Tarrytown, NY

Bid No. 2022-03



Village of Tarrytown

One Depot Plaza
Tarrytown, NY 10591
(914) 631-3668

Mayor and Board of Trustees

Karen G. Brown, Mayor
Rebecca McGovern, Deputy Mayor
Robert Hoyt
David Kim
Paul J. Rinaldi
Thomas Mitchell
Effie Phillips-Staley

BID OPENING: JUNE 10th 2022 at 11:00 AM

NOTICE

The following pages of the Proposal require completion by the Contractor. Failure to do so will result in an Irregular Bid.

<u>Page #</u>	<u>Information</u>
Section C-1 - C-3	Bid Proposal
Section C-4 (1 thru 5)	Bid Sheet (Items and Prices)
Section C-5	Bid Proposal Sheet
Section C-6 –C-7	Contractor’s Acknowledgment
Section C-9	Statement of Non-Collusion
Section C-10	Certification of Bidder Regarding Equal Employment Opportunity
Section C-12	Certificate of Authority
Section C-13 – C-14	Bid Bond and Consent of Surety
Section I.10 - I.12	Bidders’ and Subcontractors’ Certifications
Section I.19 - I.20	Section 3 Compliance Certification
Section I-21	Wage Rate Certification
Section I-27 – I-28	Required disclosure of relationships to County

Note: Please do not fill out the Agreement to Contract portion of this proposal.

TABLE OF CONTENTS

Section	Page No.
A Notice to Bid	A-1
B Instruction to Bidders	B-1-B-4
C Bid	C-1-C-5
Contractor's Acknowledgment	C-6 – C-7
Acceptance and Order to Proceed	C-8
Statement of Non-Collusion	C-9
EEO Certification	C-10– C-11
Certificate of Authority.....	C-12
Bid Bond and Consent of Surety.....	C-13-C-14
Statement of Bidder's Qualifications	C-15-C-16
D Agreement.....	D-1-D-3
E Labor and Material Bond	E-1-E-3
Performance Bond	E-4-E-6
F Form of Maintenance Bond	F-1 - F-2
G General Release	G-1
H Insurance	H-1-H-4
I Compliance Information Westchester Urban County & Participating Municipalities	
Introduction	I-1
Affirmative Action and Equal Employment Requirements and Certification	I-4-I-15
Section 3 Bidder's Certification.....	I-16-I-21
Federal Labor Standards and Provisions & Davis Bacon Wage Reporting Requirements	I-22-I-25
Required Disclosure to Relationships.....	1-27-I-28
J General Conditions	J-1-J-32
K Special Conditions.....	K-1-K-11
L Technical Specifications	W206.0101-W851

SECTION A

**PUBLIC NOTICE
DOWNTOWN STREETScape IMPROVEMENTS
SOUTH WASHINGTON ST, FRANKLIN ST, WILDEY ST, WOOD CT
VILLAGE OF TARRYTOWN**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Clerk of the Village of Tarrytown until 11:00 a.m. on Friday, June 10, 2022, One Depot Plaza, Tarrytown, New York, 10591, at which time and place said sealed bids will be publicly opened and read aloud for the:

**Downtown Streetscape Improvements
Village of Tarrytown - Contract 2022-03**

The scope of work includes the replacement of concrete sidewalks and cast-in-place concrete curbs, the installation and renovation of pedestrian and vehicular drop curbs, and replacement of concrete catch basin.

Specifications will be available on Wednesday May 25, 2022 in the Office of the Village Engineer for a non-refundable fee of \$25.00, New York Contract Reporter www.nyscr.ny.gov and will also be posted on the Village of Tarrytown's website <https://www.tarrytownny.gov>.

A bid bond in the amount of 5% of the bid must accompany the bid proposal. In lieu of a bid bond, a certified check or bank check in the amount of 5% of the bid, accompanied by a Consent of Surety, must accompany the bid proposal.

Sealed proposals for the following construction work will be received by the Village Board, Village of Tarrytown, at the office of the Village Clerk, One Depot Plaza, Tarrytown, NY 10591, until 11 a.m. prevailing time on Friday, June 10, 2022, and immediately thereafter the bids will be publicly opened and read aloud in the said office. No proposals will be accepted after said time and date.

Proposals shall be enclosed in a sealed envelope bearing the name and address of the Bidder, addressed to the Village Board, Village of Tarrytown, New York and endorsed "DOWNTOWN STREETScape IMPROVEMENTS, Village of Tarrytown, New York."

The Village of Tarrytown reserves the right to reject any and all Bids, to waive any informality in any Bid, and to award the Contract to other than the lowest Bidder if deemed in the best interest of the Village to do so.

Federal funds are utilized on this project and are subject to all the applicable requirements of the U.S. Department of Housing and Urban Development.

Dated:

By Order of the Village Board

Village of Tarrytown, NY

By

Village Manager

A-1

SECTION B

INSTRUCTIONS TO BIDDERS

1. DOCUMENTS: Complete sets of Bidding Documents will be issued for bidding purposes as stated in the "Notice to Bidders". A complete set of Documents consists of the following:

- a. A bound copy of the Specifications.
- b. Addenda (if any).
- c. Contract Drawings

2. PROPOSALS: To be considered, Proposals must be in accordance with these Instructions to Bidders. All bids must be submitted on the prescribed forms which are included herein, such forms also being bound in the specifications as SECTION C. All blank spaces for bid prices must be filled in, in both words and figures, either typed or in ink. **Contractors must submit a completed set of Certifications of Compliance with Federal Housing and Urban Development Requirements with their bid in order for the Village to consider it valid.**

Proposals that contain any omissions, erasures, alterations, additions, or items not called for in the itemized Proposal, or that contain irregularities of any kind, may constitute sufficient cause for rejection of the bid. All bids must be submitted in sealed envelopes addressed to the **Village Board, Village of Tarrytown, One Depot Plaza, Tarrytown, NY 10591** and be clearly identified with: (1) Project Name, (2) Name of Bidder and Bidder's address. Proposals shall be signed with name typed below signature. The Bidder's seal, if a corporation, shall be affixed under the Bidder's signature. Electronic Bids will not be accepted.

If separate sets of proposal sheets are issued, they may be used with the understanding that all instructions and conditions of the contract documents are the same as if these pages were bound therein.

NOTE: Complete bid documents must be returned intact (plans & specifications). Bid section must not be separated from the bound specifications book.

Contractor must complete certifications in Section I "Compliance Information Westchester Urban County & Participating Municipalities" in order for their bid to be considered valid.

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

4. **CONDITIONS OF WORK:** Each Bidder must inform himself fully of all conditions under which the work will be performed. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the Contract and to complete the work for the consideration set forth in his bid. Bidders attention is directed to Paragraph 1 of the Bid Proposal, in which the Bidder certifies that he has examined the site. Bid shall include the complete costs of furnishing all materials, labor and equipment necessary to complete the work in accordance with the Contract Plans and Specifications and all other expenses incidental thereto. Local and State sales taxes shall not be included in the bid. Insofar as possible, the Contractor in the carrying out of his work must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor, or of the proper functioning of the existing facilities of adjacent or contingent properties, and shall be maintained insofar as possible.

5. **ADDENDA AND INTERPRETATION:** Every request for information or interpretation of Bidding Documents or Drawings must be addressed in writing to **Village Clerk, Krissy Gilligan** kgilligan@tarrytowngov.com, and to be given any consideration must be received at least ten (10) days prior to the date fixed for the opening of bids. Any and all such interpretations, and any supplemental instructions, will be in the form of written Addenda and will be mailed to all prospective Bidders. The failure of any Bidder to receive any such Addenda will not relieve the Bidder of any obligation under his Bid as submitted. Any Addenda so issued shall be come part of the Bidding Documents. Reception of Addenda shall be noted on the "Bid Form."

6. **BID SECURITY:** Each Bidder is required to deposit at the time of submission of his bid, a Bid Bond or certified check in an amount representing five (5%) percent of his bid payable to **Village of Tarrytown, NY**, which amount the bidder agrees is to be forfeited as liquidated damages and not as a penalty if he is awarded the contract and he shall thereafter fail to execute a Contract with the Village under the conditions of this Proposal or to furnish the bonds required for the faithful performance of this contract. Bidders who submit certified checks must accompany them with a Consent of Surety from a recognized Bonding Company agreeing to supply a Performance Bond and Labor and Materials Bond if the Contract is awarded to the Bidder. **All Bid Bonds must be securely attached to the outside of the Bid Package and be Clearly Visible.**

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

7. **INSURANCE REQUIRED:** The successful Bidder will be required to procure and pay for the following types of insurance, in accordance with the provisions listed in (Section H).

- a. Workmen's Compensation.
- b. General Liability.
- c. Umbrella/Excess Liability
- d. Automotive: (Each Vehicle)
 - Public Liability
 - Property Damage

8. SECURITY FOR FAITHFUL PERFORMANCE: The Contractor shall prior to execution of the Contract submit two separately executed bonds, (1) a Performance Bond in amount equal to one hundred percent (100%) of the accepted bid as security for the faithful performance of the terms, covenants and conditions of the Contract; and (2) a Labor and Material Payment Bond for the full amount of the Contract price guaranteeing the full payment of all persons performing labor or furnishing material or rentals, under the contract.

The Bonds shall be prepared as specified in Section E, Form of Performance Bond and Labor and Material Bond, and shall have as Surety thereon such Surety Company or companies as are acceptable to the **Village** and are authorized to transact business in the State of New York.

9. GUARANTEE: The Contractor shall guarantee all materials and workmanship for one (1) year in accordance with all conditions set forth in these Specifications. The guarantee shall be provided in the form of a Maintenance Bond in the amount equal to one hundred percent (100%) of the contract. The bond shall be prepared as specified in SECTION F and shall be posted at the time of final payment.

10. FORM OF AGREEMENT: The form of agreement is included in these documents in Section D.

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

12. OWNER: The Village of Tarrytown, Westchester County, New York

13. SALES TAX EXEMPTION: Under Chapter 513 of the Laws of New York 1974, all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the **Village of Tarrytown** are exempt from the payment of New York State Sales or compensatory use taxes. Therefore, the Contractor should not include any amount in his bid price to cover sales taxes for the above items.

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

a. The successful bidder, if his business is not registered in New York State, must provide the **Village** with a certificate issued by the Secretary of State of New York stating that the Corporation is authorized to do business within the State and is presently in good standing. If the entity to whom the bid is awarded is not a corporation, it would be required that the entity's certificate of doing business, which should be on file in the County Clerk's Office, be provided. (This would also hold true in the case of joint ventures which would be required to disclose the underlying entities which make up the joint venture and the supplying of the requisite certificate of doing business of each such entity.)

b. A Statement by the successful bidder that no officer, director or stockholder (if less than 10 stockholders) of the successful bidder is an officer or employee of the **Village** or is a relative of any such **Village** officer or employee. If such officer, director or stockholder does exist, their names and relationship should be disclosed to the **Village**.

15. AFFIRMATIVE ACTION REQUIREMENTS: All bidders shall complete and submit the certification form contained in Section I, "Affirmative Action Requirements, Equal Employment Opportunity", indicating that they will comply with the provisions of the Westchester Plan incorporated in Section I, Part I, "Affirmative Action Requirements, Equal Employment Opportunity" to be considered for the award of non-exempt Federal and Federally assisted construction contracts in Westchester County, New York, for the applicable calendar year. Those ranges specified in Part II have been developed upon the findings made and the negotiated goals established by the parties to the Westchester Plan.

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
203.02	900	C.Y.	UNCLASSIFIED EXCAVATION AND DISPOSAL	\$ _____	_____	\$ _____	_____
203.07	5	C.Y.	SELECT GRANULAR FILL	\$ _____	_____	\$ _____	_____
W206.0101	50	C.Y.	ROCK EXCAVATION	\$ _____	_____	\$ _____	_____
W209.1703	17	EA	DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED, TEMPORARY	\$ _____	_____	\$ _____	_____
W603.9816	50	L.F.	ROOF LEADER CONNECTION	\$ _____	_____	\$ _____	_____
W604.0201	1	EA	REMOVE EXISTING AND FURNISH AND INSTALL NEW CATCH BASIN	\$ _____	_____	\$ _____	_____

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
608.0101	450	C.Y.	CONCRETE SIDEWALKS AND DRIVEWAYS	\$ _____	_____	\$ _____	_____
608.020102	125	TON	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, BICYCLE PATHS, AND VEGETATION CONTROL STRIPS	\$ _____	_____	\$ _____	_____
608.20	10	S.Y.	SURFACE APPLIED DETECTABLE WARNING	\$ _____	_____	\$ _____	_____
608.21	40	S.Y.	EMBEDDED DETECTABLE WARNING UNITS	\$ _____	_____	\$ _____	_____
W609.0401	4200	L.F.	REMOVE EXISTING AND INSTALL CAST-IN-PLACE CONCRETE CURB (AS DETAILED)	\$ _____	_____	\$ _____	_____
610.1403	90	C.Y.	TOPSOIL - LAWNS	\$ _____	_____	\$ _____	_____

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
610.1602	800	S.Y.	TURF ESTABLISHMENT - LAWNS	\$ _____	_____	\$ _____	_____
611.0211	17	EA	PLANTING - MINOR DECIDUOUS TREES - SIZE AS SPECIFIED (BALL & BURLAP, FIELD POTTED OR FIELD BOXED)	\$ _____	_____	\$ _____	_____
614.060204	3	EA	TREE REMOVAL OVER 6" TO 12" AT BREAST HEIGHT, STUMPS GRUBBED	\$ _____	_____	\$ _____	_____
614.060304	3	EA	TREE REMOVAL OVER 12" TO 18" AT BREAST HEIGHT, STUMPS GRUBBED	\$ _____	_____	\$ _____	_____
614.060404	1	EA	TREE REMOVAL OVER 18" TO 24" AT BREAST HEIGHT, STUMPS GRUBBED	\$ _____	_____	\$ _____	_____
614.060504	2	EA	TREE REMOVAL OVER 24" TO 36" AT BREAST HEIGHT, STUMPS GRUBBED	\$ _____	_____	\$ _____	_____

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
W615.0201	6	EA	FURNISH AND INSTALL SURFACE MOUNTED BIKE RACK	\$ _____	_____	\$ _____	_____
623.12	500	C.Y.	CRUSHED STONE (IN-PLACE MEASURE)	\$ _____	_____	\$ _____	_____
627.50140008	9000	L.F.	CUTTING PAVEMENT	\$ _____	_____	\$ _____	_____
W634.0602	3	EA	RESET PARKING METER	\$ _____	_____	\$ _____	_____
W645.8101	22	EA.	REMOVE, STORE, AND RESET SIGN	\$ _____	_____	\$ _____	_____

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
W660.01	24	EA	ALTERING WATER VALVE BOXES	\$ _____	_____	\$ _____	_____
W660.01R	2	EA	REPLACE WATER VALVE BOXES	\$ _____	_____	\$ _____	_____
W660.30	22	EA.	ALTERING GAS VALVE BOXES	\$ _____	_____	\$ _____	_____
W660.30R	2	EA	REPLACE GAS VALVE BOXES	\$ _____	_____	\$ _____	_____
W660.40	1	EA.	ALTERING ELECTRICAL MANHOLES FOR RESURFACING WORK	\$ _____	_____	\$ _____	_____
W660.4510	2	EA	ALTERING ELECTRICAL VAULT FRAME AND GRATE FOR RESURFACING WORK	\$ _____	_____	\$ _____	_____

CONTRACT NO. 2022-03

ITEMIZED PROPOSAL

ITEM NO.	APPROXIMATE QUANTITIES	PAY UNIT	ITEM DESCRIPTION	UNIT BID PRICE		AMOUNT BID	
				DOLLARS	CTS.	DOLLARS	CTS.
Subtotal of All Items Above:						\$ _____	_____
W800	NEC	F.L.S.	MISCELLANEOUS ADDITIONAL WORK		F.L.S.	\$ <u>30,000</u>	<u>00</u>
W851	NEC	F.L.S.	TESTING OF MATERIALS AND FIELD TESTING EQUIPMENT		F.L.S.	\$ <u>5,000</u>	<u>00</u>

Gross Sum of Total Bid Written in Figures:						DOLLARS	CTS.
						\$ _____	_____

CONTRACTOR: _____

ADDRESS: _____

BY: _____

SECTION C

BID PROPOSAL

**DOWNTOWN STREETScape IMPROVEMENTS
SOUTH WASHINGTON ST, FRANKLIN ST, WILDEY ST, WOOD CT
VILLAGE OF TARRYTOWN
WESTCHESTER COUNTY, N.Y**

To: **Village Board
Village of Tarrytown
One Depot Plaza
Tarrytown, NY
10591**

Bid Submitted by:

(Name)

(Address)

(Telephone No.)

(Federal I.D. Number)

1. I/We do hereby declare that I/We have carefully examined the Notice to Bidders, the Plans, and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract, therefore, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/We will execute a contract therefore, containing all the terms, conditions, provisions and covenants necessary to complete the work according to the Drawings and Specifications, therefore, within 10 business days after the award of the contract and if I/We fail to execute said contract within said period of time, that the **Village Board** shall have the power to rescind said award and also that the said **Village Board** shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond.

5. I/We do also declare and agree I/We will commence the work within thirty days after the Contract execution and will complete the work fully and in every respect on or before the time specified in said Contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the Contract.
6. I/We hereby affirm that by submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
 - (a) the prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - (b) unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - (c) no attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not submit a Bid for the purpose of restricting competition.
 - (d) no member of the **Village Board** or any officer or employee of **the Village of Tarrytown, New York**, or person whose salary is payable in whole or in part from the said Treasury is, shall be or become interested, directly, as a contracting party, partner, stockholder, surety or otherwise, in this Bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm Bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening of Bids, and that within said period of forty five (45) days, the **Village of Tarrytown** will accept or reject this proposal, or this period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a Corporate Bid, I have been duly authorized to act at the Signator on this proposal in behalf of this Corporation.
9. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
10. I/We hereby agree that I/We accept the unit prices on the following pages, for the various items of work.
11. I/We do hereby declare that I/we will perform at least 51% of the work.

12. I/We hereby agree that I/We shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in the price of that item.

13. All work shall be completed within **one hundred fifty (150)** calendar days from the commencement of the work.

(Legal Name of Bidder, Partner or Corporate Officer)

By:

Date:

(Authorized Signature)

Corporate Seal (if incorporated)

ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA
(If applicable)

Signature

Signature

Signature

BID PROPOSAL FORM

CONTRACTOR: _____

ADDRESS: _____

BY: _____

*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 case of a discrepancy between the unit price in words and the unit price in numbers, the unit price 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. All quantities must be verified by each bidder and revised as required for the bid proposal submittal.

The Contractor is further advised that the estimated quantities shown in the Bid Sheets may be reduced or deleted in order to insure that this Contract can be completed within the budget established for this work. In the event that certain work is deleted or reduced, the Unit Price shall remain in effect for this work. However, if the quantities are increased above 125% of the estimated, then the work performed shall be paid for as described in paragraph 109 of the General Conditions.

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF NEW YORK)
(If Corporate)
)ss
COUNTY OF WESTCHESTER)

On this ___ day of _____, 20___, before me personally came _____
_____ to me known and known to me to be the _____
_____ of _____ the corporation described in
and which executed the within instrument, who being by me duly sworn did depose and say
that he/she said _____ resides at _____
_____ and that he/she is _____ of said corporation and knows the
corporate seal of the said corporation; that the seal affixed to the within instrument is such
corporate seal and that it was so affixed by order of the Board of Directors of said corporation,
and that he/she signed his name thereto by like order.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF NEW YORK)
(If Individual)
)ss
COUNTY OF WESTCHESTER)

On this ___ day of _____, 20___, before me personally came _____
_____ to me known, and known to me to be the same person
described in and who executed the within instrument and he/she duly acknowledged to me that
he/she executed the same for the purpose herein mentioned and, if operating under the trade
name, that the certificate required by the New York State General Business Law Section 130
has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

STATE OF NEW YORK)
(If Co-Partnership)
)ss
COUNTY OF WESTCHESTER)

On this ___ day of _____, 20___, before me personally came _____
_____ to me known, and known to me to be a member of the firm of
_____ and the person described in, and who
executed the within instrument in behalf of said firm, and he/she acknowledged to me that
he/she executed the same in behalf of, and as the act of said firm for the purposes herein
mentioned and that the certificate required by the New York State General Business Law
Section 130 has been filed with the County Clerk of Westchester County.

Notary Public

CONTRACTOR'S ACKNOWLEDGMENT

(If Corporation/Sole Officer)

STATE OF NEW YORK)
)ss
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20 ____,
before me personally came _____ to me
known and (Name)
known to me to be the _____
(Title)

of _____ the corporation described in and which
(Name of Corporation)
executed the within instrument, who being by me duly sworn did depose and say that he/she,
resides at _____
and that he/she signed the within instrument, on behalf of said corporation, in his/her capacity
as the _____ and sole officer and director of said
corporation

(Title)
and that he/she owns all the issued and outstanding capital stock of said corporation.

Notary Public

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss
COUNTY OF WESTCHESTER)

On this _____ day of _____, 20 ____, before me
personally came _____ to me known to be the
(Name of individual who signed agreement)

individual who executed the foregoing instrument, and who, being duly sworn by me, did
depose and say that (s)he is (the)(a) _____ of _____
(member)(manager) (name of limited liability company)

a _____ limited liability company, and that (s)he has authority
(name of state)

to sign the same, and acknowledged that (s)he executed the same as the act and deed of said
limited liability company.

Sworn to before me
this _____ day of __, 20__

Notary Public

(Not Required with Bid)
ACCEPTANCE and ORDER TO PROCEED

The foregoing Proposal and Bid Proposal of _____, dated
_____, 20__

(Name of

Contractor)

in the Total Bid amount of

(Total Bid Amount with any Accepted Alternates

over the Term of the Contract)

Dollars (\$ _____) is hereby accepted as of _____, 20__. Unit
prices are as submitted in the Proposal and in the Bid Proposal.

Date: _____, 20__

Owner

By: _____

Name: _____

Office: _____

Attest:

ORDER TO PROCEED

The Proceed date for the Contract is established as of _____, 20__.

Date: _____, 20__

Owner

By: _____

Name: _____

Office: _____

STATEMENT OF NON-COLLUSION

(To be Completed by Each Bidder)

In accordance with Section 103-d General Municipal Law, effective September 1, 1966, every bid or proposal hereafter made to a political subdivision of the State or any public department, agency, or official thereof or to a fire district or any agency or official thereof for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed to by the bidder and affirmed by such bidder as true under the penalties of perjury; [non-collusive bidding certification].

- a. By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor.
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor.
 - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- b. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder, as well as the person signing in its behalf.
- c. That attached hereto (if a corporate bidder) is a certified copy of resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

Dated __, 20 _____

Legal Name of Person,
Firm or Corporation

(Seal of Corporation)

Business Address of Person, Firm or
Corporation

By _____
Signature

Title

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

INSTRUCTIONS

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

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

CERTIFICATION BY BIDDER

BIDDER NAME: _____

ADDRESS AND ZIP CODE: _____

- _____
1. Bidder has participated in a previous contract or subcontract to the Equal Opportunity Clause.
YES _____ **NO** _____ (if answer is yes, identify the most recent contract).
 2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES _____ **NO** _____ (if answer is yes, identify the most recent contract).
 3. Bidder has filed all compliance reports due under applicable instructions, including SF-100.
 4. If answer to item 3 is "NO", please explain in detail on reverse side of this certification.

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(Name and Title of Signer)

Signature

Date

(Not Required with Bid)
**CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

NAME OF PRIME CONTRACTOR

PROJECT NO.

INSTRUCTIONS

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

Where the certification indicates that the Subcontractor has not filed a compliance report due under applicable instruction, such Subcontractor shall be required to submit a compliance report within seven calendar days after Bid opening. No contract shall be awarded to the Bidder or any such Subcontractor unless such report is submitted.

SUBCONTRACTORS CERTIFICATION

SUBCONTRACTOR NAME:

ADDRESS AND ZIP CODE:

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
YES ____ **NO** ____ (if answer is yes, identify the most recent contract).
2. Compliance reports were required to be filed in connection with such contract or subcontract.
YES ____ **NO** ____ (if answer is yes, identify the most recent contract).
3. Subcontractor has filed all compliance reports due under applicable instructions, including SF-100.
4. If answer to item 3 is "NO", please explain in detail on reverse side of this certification.

CERTIFICATION - THE INFORMATION ABOVE IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

(Name and Title of Signer)

Signature

Date

CERTIFICATE OF AUTHORITY

I, _____
(Officer other than officer executing proposed documents)

certify that I am _____ of the
(Title)

(Name of Contractor)

(the "Contractor"), a corporation duly organized and in good standing under the

(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that _____
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution the

(Title of such person)

Behalf of said Contractor by authority of its Board of Directors, thereunto duly organized,
and that such authority is in full force and effect at the date hereof.

(Signature)
(SEAL)

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On this _____ day of, _____, 20____, before me personally
came _____ to me known, and known to
me to be the _____ of _____, the Corporation described
in and which executed the above certificate, who being by me duly sworn did depose and say
that he/she, the said _____

_____ resides at _____
_____ and that he/she is
_____ of said Corporation and knows the Corporate Seal of
the said Corporation; that the seal affixed to the above certificate is such Corporate Seal
and that it was so affixed by order of the Board of Directors of said Corporation, and that
he/she signed his/her name thereto by like order.

Notary Public

BID BOND AND CONSENT OF SURETY

KNOW ALL PERSONS BY THESE PRESENTS, That _____
(Name of Contractor)

(Address)

(hereinafter called the "Principal") and the _____ a
corporation created and existing under the laws of the State of _____, having its
principal office at _____ (hereinafter called
the

(PRINT FULL ADDRESS OF SURETY)

" Surety"), are held and firmly bound unto the Owner (hereinafter called the "Obligee"), in
the full just sum of *Five (5%) Percent of the Attached Bid*, in 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, the said Principal binds themselves (himself/herself, itself), their
(his/her, its) heirs, executors and administrators, successors and assigns, and the said
Surety binds itself, its successors and assigns jointly and severally, firmly by these
presents:

WHEREAS, the said Principal has submitted to the Owner a proposal/bid for
Contract No: _____
Project Title: _____
_____ and

WHEREAS, under the terms of the Laws of the State of New York as above
indicated, the said Principal has filed or intends to file this bond to guarantee that the
Principal will execute all required contract documents, furnish all required insurance and
furnish such Performance and Payment Bonds or other bonds as may be required in
accordance with the terms of the Principal's said proposal/bid.

NOW, THEREFORE, the Surety agrees:

(i) if the Contract for which the preceding estimate and proposal is made, is
awarded to the Bidder by the Owner, the Surety shall become bound as Surety and
guarantor for the faithful performance of the Contract and shall execute and deliver a
Performance & Payment Bond, in a form acceptable to the Owner, in the amount of
100% of the total Contract price, or such other amount as may be specified in the Bid
Documents, and shall execute the Contract as party of the third part when required to do
so by the Board of the Owner; and

if the Bidder shall, upon award of the Contract to the Bidder, fail or refuse to execute the Contract and furnish the necessary bonds and insurance certificates, the Surety shall, on demand by the Owner, pay to the Owner the difference between the amount bid and the amount for which such contract is thereafter awarded, together with the cost to the Owner of reletting said Contract, up to the maximum aggregate amount of this bond.

(ii) the condition of the foregoing obligation is such, that if the said Principal shall promptly execute and submit, and the Owner shall accept, all required contract documents including insurance and such Performance and Payment Bond or other bonds, all as may be required in accordance with the terms of the Principal's said bid/proposal, then this obligation shall be null and void, otherwise to remain in full force and effect.

The Surety, for value received, the receipt of which is hereby acknowledged by the Surety, hereby stipulates and agrees that the obligation of the Surety and of its bond shall remain absolute and shall be in no way impaired, affected or discharged by an extension of time, mutually agreed to by the Owner and the Bidder, within which the Owner may award said Contract, and the Surety hereby waives notice of any such extension.

IN TESTIMONY WHEREOF, the said Principal has hereunto set his/her (their, its) hand and the said Surety has caused this instrument to be signed by its duly authorized officer this _____ day of 20__.

Signed and delivered this __ day of _____ 20__ in the presence of:

(Print Name of Principal)

(Signature)

(Title of Authorized Principal Officer)

(Print Name of Surety)

By _____

(Signature)

(Title of Authorized Surety Officer)

(The Surety Company shall append a single copy of a statement of its financial condition, a copy of the resolution authorizing the execution of Bonds by officers of the Surety Company, a Power of Attorney, and a Surety Acknowledgment.)

STATEMENT OF BIDDER'S QUALIFICATIONS

(To be submitted by the Bidder only upon the specific request of the Owner)

All questions must be answered and the data given must be clear and comprehensive. his statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder.
2. Permanent main office address.
3. When organized.
4. If a corporation, where incorporated.
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
7. General character of work performed by your company.
8. Have you ever failed to complete any work awarded to you?
9. Have you ever defaulted on a contract?

If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this Contract.
12. List your experience in work similar to this project.
13. List the subcontractors, if applicable, who will be used as a qualified M/WBE firm using the tables below.

Subcontractor Name	
Work to be Completed	
M/BE or W/BE Certified <small>(select one or both where applicable)</small>	
Budget Amount	

Subcontractor Name	
Work to be Completed	
M/BE or W/BE Certified <small>(select one or both where applicable)</small>	
Budget Amount	

Subcontractor Name	
Work to be Completed	
M/BE or W/BE Certified <small>(select one or both where applicable)</small>	
Budget Amount	

13. List the background and experience of the principal members of your organization, including officers.

14. List the work to be performed by Subcontracts and summarize the dollar value of each Subcontract.

15. Credit available: \$ _____

16. Give Bank Reference: _____

17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

18. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated: This _____ day of _____, 20____.

(Name of Bidder)

By _____

Title _____

State of _____)

)ss.

Municipality of _____)

_____ being duly sworn deposes

and says that he is _____ of

(Name of Organization)

and that the answers to the foregoing questions and all statement therein contained are true and correct.

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

(Notary Public)

My commission expires _____, 20____

SECTION D

AGREEMENT

**DOWNTOWN STREETScape IMPROVEMENTS
SOUTH WASHINGTON ST, FRANKLIN ST, WILDEY ST, WOOD CT
VILLAGE OF TARRYTOWN**

THIS AGREEMENT made this _____ day of _____,
20__, by and between

(a corporation/partnership organized and existing under the laws of the
State of _____)

_____ (an individual)

_____ (hereinafter called the "Contractor") and

VILLAGE OF TARRYTOWN (hereinafter called the "Owner").

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

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

Article 2. The Contract Price. The Owner will pay the Contractor for the performance of the Contract in current funds, for the total quantities of Work performed at the stated prices stipulated in the Proposal and Bid Proposal for the respective items of Work completed subject to additions and deductions as provided in the Section - (109) Changes in the Work in the General Conditions.

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

- | | |
|---|---|
| a) Notice to Bidders | i) Specifications, Technical |
| b) Instructions to Bidders | Specifications and Supplemental Technical |
| c) General Conditions | Specifications |
| d) Special Conditions | j) Contract Drawings (as listed in the |
| e) Contractor's Proposal and Bid | Schedule of Drawings) |
| Proposal as accepted by the Owner | k) Amendments/Addenda |
| f) Signed copy of the Bid (as provided | l) Payment and Performance Bonds |
| in Schedule C to the Bid Documents), with | m) Westchester Urban County |
| all attachments required for the Bidding | Compliance Information |
| g) Statement of Qualifications for | n) All other terms, covenants and |
| Bidders | agreements contained in the Bid Documents |
| h) The Owner's acceptance | |

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

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

ATTEST:

(Contractor)

BY _____

Title _____

Address: _____

Telephone No. _____

Facsimile No. _____

E-mail Address: _____

(Owner)

BY _____

Title _____

Address: _____

Telephone No. _____

Facsimile No. _____

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

On the _____ day of _____, 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he resides at _____; that he is the _____ of **the Town of Tarrytown, NY** the corporation described in, and which executed the foregoing instrument: that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed by order of the Board of Directors of the said corporation; and that he signed his name thereto by like order.

NOTARY PUBLIC

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

On the _____ day of _____, 20__, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides at _____; that he is the _____ of the corporation described in and which executed the foregoing instrument, as the Contractor, that he/she knows the seal of said corporation; that the seal was affixed by order of the Board of Directors of said corporation; and that he/she signed his/her name thereto by like order.

NOTARY PUBLIC

BOND NO.

LABOR AND MATERIAL PAYMENT BOND

NOTE: This Bond is issued simultaneously with another Bond in favor of the Owner conditioned for the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS:

That _____,
as Principal (hereinafter called Principal) and _____
_____ as Surety (hereinafter called
Surety) are held and
_____ as Obligee (hereinafter called Owner) for
the use and benefit of claimants as hereinbelow defined; in the amount of
_____ Dollars
(\$ _____), for the payment whereof Principal and Surety
bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated _____
_____, entered into a Contract with Owner for _____

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

NOW, THEREFORE, the condition of this obligation is such that, if the said Principal shall promptly pay for all materials furnished and labor supplied or performed in the prosecution of the work included in and under the aforesaid Contract, whether or not the material or labor enters into and becomes a component part of the real asset, then this obligation shall be null and void; otherwise it shall remain and be in full force and effect.

PROVIDED, that any alterations which may be made in the terms of the Contract or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the Contract, or any other forbearance on the part of either the obligee or the principal to the other shall not in any way release the Principal and the Surety of either or any of them, their heirs, executors, administrators, successors or assigns from their liability hereunder, notice to the Surety of any such alterations, extension or forbearance being hereby waived.

Any party, whether a subcontractor or otherwise, who furnished materials or supplies or performs labor or services in the prosecution of the work under said Contract, and who is not paid therefor, may bring a suit on this bond in the name of the person suing, prosecute the same to a final judgment, and have execution thereon for such sum as may be justly due.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal) (SEAL)

(Business Address)

(SEAL)

(Business Address)

Attest:

By: _____

(Corporate Principal)

(Business Address)

By: _____ Affix
Corporate Seal

Attest

_____ (Corporate Surety)_____

(Business Address)

By: _____ Corporate Seal
Affix Seal

Countersigned

By: _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____

As Principal, hereinafter called Contractor, and _____

_____ as Surety, hereinafter called

Surety, are held and firmly bound unto _____

_____ as Obligee hereinafter called Owner,

in the amount of _____

Dollars (_____), for payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated _____

_____, entered into a Contract with Owner for

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

NOW, THEREFORE, the condition of this obligation is such that, if Contractor shall promptly and faithfully perform said Contract, including such remedial work as may be required under the guaranty during the period of guaranty, and shall pay that all wages due under said Contract to any mechanic, laborer or workman in amounts equal to the rates or wages customary or then prevailing for the same trade or occupation in the Project area, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

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

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

- 1) Complete the Contract in accordance with its terms and conditions, by another Contractor acceptable to the Owner, said other Contractor to act as an agent for the Surety, or

2) Obtain a Bid or Bids for submission to the Owner for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner and Surety of the lowest responsible Bidder, arrange for a Contract between such Bidder and Owner, and make available as work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including, other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The terms "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract and any amendments thereto, less the amount properly paid by the Owner to the Contractor.

Unless otherwise required by law, any suit under this Bond must be instituted before the expiration of one (1) year from the date on which the guaranty period under the Contract expires.

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

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this _____ day of, _____ 20__, the name and corporate seal of each corporate party being hereto affixed and these presents signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

(Individual Principal Printed Name)

(Business Address)

(Individual Principal Signature) (SEAL)

Attest: By: _____

(Corporate Principal)

(Business Address)

By: _____ Affix
Corporate Seal
(Business Address)

By: _____ Affix
Corporate Seal

Attest _____

(Corporate Surety)

(Business Address)

By: _____ Corporate Seal
Affix Seal

Countersigned

By: _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

SECTION F

FORM OF MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

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

Signed, sealed and dated this _____ day of _____, 20__

WHEREAS, the Principal heretofore entered into a written contract, dated _____ 20__
with the Obligee for _____

_____.

WHEREAS, said Contract provides that the Principal shall guarantee

_____.

NOW, THEREFORE, the condition of this obligation is such, that if the above Principal shall indemnify the Obligee against loss by reason of its failure to make good at its own expense any defects or deficiencies in materials or workmanship which may appear in the work under said contract within the period of one year from the date of acceptance of the work, then this obligation shall be void; otherwise to remain in full force and effect. Whenever Principal shall be and declared by Obligee to be in default with respect to such indemnification obligation, the Surety shall retain another contractor acceptable to Obligee to remedy any such defects or deficiencies in materials or workmanship, subject to the maximum amount of liabilities of Surety hereinunder.

Principal

BY: _____

BY: _____

STATE OF _____)

COUNTY OF _____)

On this _____ day of _____ 20____ before me personally appeared the within named _____ to me know, and know to me to be _____ the corporation described in and who executed the within bond, and _____ acknowledged to me that he/she _____ executed the same on behalf of such corporation.

NOTARY PUBLIC

Attest _____

(Corporate Surety)

(Business Address)

By: _____ Affix
Corporate Seal

Countersigned

By: _____

*Attorney-in-Fact, State of _____

*Power-of-Attorney for person signing for Surety Company must be attached to Bond.

SECTION G

GENERAL RELEASE

(TO BE SUBMITTED WITH REQUISITION FOR FINAL PAYMENT)

KNOW ALL MEN BY THESE PRESENTS, that _____ (the "Principal")
(Contractor)

for and in consideration of the sum of _____

lawful money of the United States of America, to it in hand paid by

(Owner)

have remised, released, quit-claimed, and forever discharged, and by these presents do for its successors and assigns remise, release, quit-claim, and forever discharge the said

(Owner)

and its successors and assigns and administrators, of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, patents, extents, executions, claims and demands whatsoever in law and unity which against the said

(Owner)

It or they now have or which it or their heirs, executors, or administrators, successors or assigns hereafter can, shall, or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the world to the day of the date of these presents rising out of the construction, in accordance with contract entered into between parties hereto, dated _____, 20__, any amendments or supplements thereto.

IN WITNESS WHEREOF, the undersigned corporation has caused this agreement to be signed by its _____ and its corporate seal to be hereto affixed and duly attested by its _____ this _____ day of 20__.

ATTEST:

PRINCIPAL:

SECTION H

INSURANCE

1. Insurance required to be provided by Contractor and Subcontractor shall comply with Section H naming the Certificate Holder **Village of Tarrytown**. ("Owner") and Others named additionally insured ("Others"). Additionally insured shall include the County of Westchester.
2. ALL POLICIES shall include: (a) endorsement of the Work description, contract name, number and location. (b) an endorsement that the Insurance Company will give at least thirty (30) days written notice to the Client and Engineer prior to any modification or cancellation of any such policy, (c) an endorsement that the Contractor will be responsible for the payment of all premiums and/or charges, and (d) an endorsement as follows: "This policy is issued in compliance with the requirements of the Contract, Contract Documents for the Project and issuing Company/Agent is fully cognizant of the requirements as stated therein."
3. Before commencing any Work under the Contract, the Contractor shall submit copies of the Certificate/Certificates of Insurance or binders to the Client, Engineer and any others as may be specified in the Special Conditions under "INSURANCE", evidencing that all insurance as required herein is in force. The policies shall be identified by title, policy number, effective date, expiration date, coverages and limits of liability. Required or verbatim quotes of endorsements as required above or by the Special Conditions shall be attached to or be a part of the Certificate/Certificates of Insurance.
4. The Contractor must either include coverage for its Subcontractors in its policy or submit similar Certificates of Insurance from each of its Subcontractors before their Work commences. Each Subcontractor must be covered by insurance of the same character and in the same amounts as the Contractor unless the Contractor and the Engineer agree that a reduced coverage is adequate because of the nature of the particular Subcontract Work.
5. During the course of construction under the Contract, whenever there is a lapse in the insurance requirements as stated herein, through cancellation, expiration, failure to renew, or any other cause, the Client shall order the cessation of all construction activities until such time as the insurance requirements are complied with. The Contractor shall have no claim or claims whatever against the Client, the Engineer or other parties due to any delays caused thereby, nor shall it extend the completion time of the Contract.
6. The Contractor, prior to signing of the Contract, shall provide to the Owner and Others, identified in Section H, and maintain throughout the life of the Contract, at its own cost and expense, proof of the following insurance by insurance companies licensed in the State of New York carrying a Best's financial rating of A or better. The Contractor shall also require all sub-Contractors, agents and vendors to provide and maintain the insurance set forth within Section H.
 - (a.) Workmen's Compensation. The Contractor for the agreed consideration, promises and agrees to pay the contributions measured by the wages of its employees required by State Unemployment Insurance Laws and all amendments thereto, and to accept the account of any contribution measured by the wages as aforesaid of employees of the Contractor and its Subcontractors assessed against the Owner under the authority of said law. This insurance should be provided on Form C 105.2. Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at <http://www.wcb.ny.gov/>. If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12 Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance). Location of operation shall be "All locations in Westchester County, New York."

(b) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and for property damage or a combined single limit of \$2,000,000 (c.s.1), naming the Owner and Others as additional insured on a primary and non-contributory basis. In addition, this insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations.

c) There shall also be excess/ umbrella coverage in the amount of \$2,000,000 which shall name the Owner and Others, and their respective directors, officers and employees as unrestricted additional insureds on the Excess/ Umbrella policy written on a "follow the form" basis. The General Liability and Excess/Umbrella policy shall be the primary coverage over any coverage the Owner and Others obtain for themselves.

(Note: Additional insured status shall be provided by standard or other endorsement that extends coverage to the Owner and Others for both on-going and completed operations.)

d) Automobile Liability Insurance with a minimum limit of liability of \$1,000,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the Contract specifications. The Owner and Others shall be named as unrestricted additional insured on all auto policies. This insurance shall be the primary coverage and non-contributory. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

7. In case of cancellation or material change in any and all of the policies, thirty (30) days notice shall be given to the Owner (address listed on the cover of the bid document) by registered mail, return receipt requested. All notices shall name the Contractor and/ or Subcontractor and identify the Agreement.

8. All policies of the Contractor and subcontractor(s) shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Owner and Others (including their respective employees and other agents and agencies), it being the intention of the parties that the insurance policies so affected shall protect all parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the Owner or Others are named as insured, shall not apply to the Owner or Others.

(c) The insurance companies issuing the policy or policies shall have no recourse against the Owner or Others (including their respective agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.

9. All property losses shall be made payable to and adjusted with the Owner or Others.

10. All policies of insurance shall be acceptable to and approved by the Owner's Corporation Counsel prior to the inception of any work.
11. Other coverages may be required by the Owner or Others based on specific needs.
12. If, at any time, any of the said policies shall be or become unsatisfactory to the Owner or Others, as to form or substance, or if a company issuing such a policy shall be or become unsatisfactory to the Owner or Others, the Contractor shall promptly obtain a new policy, submit the same to the Owner for approval and submit a certificate thereof as hereinafter provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this Contract, at the election of the Owner or Others, may be forthwith declared suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain or the taking out and/or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Owner or Others.
13. In the event that claims, for which the Owner and Others may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Owner or Others.
14. The Contractor shall notify in writing the commercial general liability insurance carrier, and, where applicable, the worker's compensation and/or other insurance carrier, of any such loss, damage, injury, or accident, and any claim or suit arising therefrom, immediately, but not later than 20 days after such event. The Contractor's notice to the commercial general liability insurance carrier must expressly specify that "this notice is being given on behalf of the Owner and Others as Additional Insured as well as [the Contractor] as Named Insured." The Contractor's notice to the insurance carrier shall contain the following information: the name of the Contractor, the number of the Contract, the date of the occurrence, the location (including street address) of the occurrence, and the identity of the persons or things injured, damaged or lost.
15. At the time notice is provided to the insurance carrier(s), the Contractor shall provide copies of such notice to the Contract Administrator and the President of the Owner at the address listed on the front of the bid document.
16. If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the Owner and Others for all losses, judgments, settlements and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Owner and Others.
17. To the fullest extent permitted by law, the Contractor agrees to protect, defend, indemnify and hold the Owner and Others, and their respective directors, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance by the Contractor and any and all Subcontractors hereof. Without limiting the generality of the foregoing, any and all claims, etc., relating to personal injury, death, damage to property, defects in materials and workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The Contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false, or fraudulent. In any case in which such indemnification would violate Section 5-

322.1 of the New York General Obligations Law, or any other applicable legal prohibition, the foregoing provisions concerning indemnification shall not be construed to indemnify the Owner and Others for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Owner or Others and their employees

**SECTION I
TABLE OF CONTENTS**

**Compliance Information
Westchester Urban County and
Participating Municipalities**

Introduction	Page 1
Affirmative Action and Equal Employment Requirements and Certification	Page 4-15
Section 3 Plan and Certification	Page 16-21
Federal Labor Standards and Provisions And Davis Bacon Wage Reporting Requirements	Page 22-26
Required disclosure of relationships to Municipality	Page 27-28

Davis Bacon Wage Rates and State Prevailing Wages to follow this section. Note that it is the Contractor's responsibility to pay the higher wage for the employee's job classification.

INTRODUCTION

COMPLIANCE INFORMATION WESTCHESTER URBAN COUNTY AND PARTICIPATING MUNICIPALITIES

This project is funded with a grant from the federal Community Development Block Grant program administered by Westchester County.

By submitting a bid for this project, a contractor and all subcontractors agree to comply with these federal requirements:

- Equal Employment Opportunity and Affirmative Action
(Pages 4 to 15)
- Minority and Women-Owned Business Enterprise Goals
(Page 6)
- Davis Bacon Labor Reporting Requirements and Section 3
Requirements
(Pages 16 to 21)

Bidders must sign pages 10, 11, 12, 19, 20, 21, 27 and 28 in order for their bids to be considered valid.

For more information regarding these materials, telephone:

John Estrow
Payroll Coordinator
Westchester County
Planning Department
(914) 995-2407

**EQUAL EMPLOYMENT OPPORTUNITY AND
AFFIRMATIVE ACTION**

CERTIFICATION BY BIDDER

NOTE:

The attached document is from the U.S. Department of Housing and Urban Development. By signing this document, contractors and subcontractors agree to comply with the federal equal employment opportunity requirements. The attached document serves as the bidder's Affirmative Action Plan.

AFFIRMATIVE ACTION PLAN

FOR

**WESTCHESTER COUNTY COMMUNITY
DEVELOPMENT BLOCK GRANT PROJECTS**

BID CONDITIONS

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For All Non-Exempt Federal and Federally-Assisted Construction Contracts to be Awarded in Westchester County, New York

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

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

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

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

1. Are not or hereafter cease to be signatories to the Westchester County Plan referred to in Part I hereof;

2. Are signatories to the Westchester County Plan but are not parties to collective bargaining agreements;

3. Are signatories to the Westchester County Plan but are parties to collective bargaining agreements with labor organizations who are not or hereafter cease to be signatories to the Westchester County Plan;

4. Are signatories to the Westchester County Plan but as to which no specific commitment to goals of minority employee utilization by labor organization have been executed pursuant to the Westchester County Plan; or

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

B. Requirement - An Affirmative Action Plan. The bidders, contractors and subcontractors described in paragraphs 1 through 5 above will not be eligible for award of a contract under this Invitation for Bids, unless it certifies as prescribed in paragraph 2b of the certification specified in Part III hereof that it adopts the minimum goals and timetables of minority employee utilization ¹ and specific affirmative action steps set forth in Section B-1 and 2 of this Part II directed at increasing minority employee utilization by

¹ 1. "Minority" is defined as including Black (Non-Hispanic Origin), Hispanic, Asian or Pacific Islander, and American Indian or Alaskan Native, and includes both men and women.

means of applying good faith efforts to carrying out such steps; or is deemed to have adopted such a program pursuant to Section B.3 of this Part II.

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

Goals of Minority Employee Utilization Expressed in Percentage Terms

In accordance with the Westchester-Putnam Home Town Plan Agreement, the female goal which now pertains is 6.9%. The goal for minorities is 22.6%.

The percentage goals of minority employee utilization above are expressed in terms of hours of training and employment as a proportion of the total hours to be worked by the bidder's, contractor's and subcontractor's entire work force in that trade on all projects (both federal and non-federal in the Westchester County area during the performance of its contract or subcontract. The hours for minority work and training must be substantially uniform throughout the length of the contract, on all projects and for each of the trades. Further, the transfer of minority employees or trainees from employer-to-employer or from project-to-project for the sole purpose of meeting the contractor's or subcontractor's goal shall be a violation of these conditions. In reaching the goals of minority employee utilization required of bidders, contractors and subcontractors pursuant to this Part II, every effort shall be made to find and employ qualified journeymen. Provided, however, and pursuant to the requirements of Department of Labor regulations, 24 CFR 5a, apprentices or trainees shall be employed on all projects subject to the requirements of these Bid Conditions and, where feasible, 25 percent of apprentices or trainees employed on each project shall be in their first year of apprenticeship or training.

In order that the nonworking training hours of trainees may be counted in meeting this goal, such trainees must be employed by the contractor during the training period. The contractor must have made a commitment to employ the trainees at the completion of their training subject to the availability of

employment opportunities and the trainees must be trained pursuant to established training programs which must be the equivalent of the training programs now or hereafter provided for in the Westchester County Plan with respect to the nature, extent and duration of training offered.

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

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

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

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

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

- a. The contractor shall notify community organizations that the contractor has employment

opportunities available and shall maintain records of the organizations' response.

b. The contractor shall maintain a file of the names and addresses of each minority worker referred to him and what action was taken with respect to each such referred worker, and if the worker was not employed, the reasons therefor. If such worker was not sent to the union hiring hall for referral or if such worker was not employed by the contractor, the contractor's file shall document this and the reasons therefor.

c. The contractor shall promptly notify the HUD New York Area Office (*agency*) when the union or unions with whom the contractor has a collective bargaining agreement has not referred to the contractor a minority worker sent by the contractor or the contractor has other information that the union referral process has impeded him in his efforts to meet his goal.

d. The contractor shall participate in training programs in the area, especially those funded by the Department of Labor.

e. The contractor shall disseminate his EEO policy within his own organization by including it in any policy manual; by publicizing it in his company newspapers, annual reports, etc.; by conducting staff, employee and union representatives' meetings to explain and discuss the policy; by posting of the policy; and by specific review of the policy with minority employees.

f. The contractor shall disseminate his EEO policy externally by informing and discussing it with all recruitment sources; by advertising in news media, specifically including minority news media; and by notifying and discussing it with all subcontractors and suppliers.

g. The contractor shall make specific and constant personal (both written and oral) recruitment efforts directed at all minority organizations, schools with minority students, minority recruitment organizations and minority training organizations, within the contractor's recruitment area.

h. The contractor shall make specific efforts to encourage present minority employees to recruit their friends and relatives.

i. The contractor shall validate all employee specifications, selection requirements, tests, etc.

j. The contractor shall make every effort to promote after-school, summer and vacation employment to minority youth.

k. The contractor shall develop on-the-job training opportunities and participate and assist in any association or employer-group training program relevant to the contractor's employee needs consistent with its obligations under this Part II.

l. The contractor shall continually inventory and evaluate all minority personnel for promotion opportunities and encourage minority employees to seek such opportunities.

m. The contractor shall make sure that seniority practices, job classifications, etc., do not have a discriminatory effect.

n. The contractor shall make certain that all facilities and company activities are non-segregated.

o. The contractor shall continually monitor all personnel activities to ensure that his EEO policy is being carried out.

p. The contractor shall solicit bids for subcontracts from available minority subcontractors engaged in the trades covered by these Bid Conditions.

3. Contractors and Subcontractors Deemed to be Bound by Part II. In the event that a contractor or subcontractor, who is at the time of bidding eligible under Part I of these Bid Conditions, is no longer participating in an affirmative action plan acceptable to the Director of the Office of Federal Compliance, including the Westchester County Plan, s/he shall be deemed to be committed to Part II of these Bid Conditions; s/he shall be considered to be committed to the minority employee utilization percentage goal of the minimum range for that trade for the appropriate year.

4. Subsequent Signatory to the Westchester County Plan. Any contractor or subcontractor

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

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

Part III: Certifications.

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

BIDDERS' CERTIFICATION

_____ (*Bidder*) certifies that:

1. It intends to use the following listed construction trades in the work under this contract: _____

2. (a) As to those trades set forth in the proceeding paragraph one hereof for which it is eligible under Part I of those Bid Conditions for participation in the Westchester County Plan, it will

comply with the Westchester County Plan on all construction work (both federal and non-federal) in the Westchester County area within the scope of coverage of that Plan, those trades being:

_____ and/or by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority employee utilization goals and the specific affirmative action steps contained in said Part II, for all construction work (both federal and non-federal) in the Westchester County area subject to these Bid Conditions, those trades being:

_____, and

3. It will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

(Date)

(Signature of Authorized Representative of Bidder)

Typed/Printed Signature

8. Subcontractors' Certifications. Prior to the award of any subcontract under this Invitation for Bids, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTORS' CERTIFICATION

_____ (*Subcontractor*) certifies that:

- ◆ It intends to use the following listed construction trades in the work under the

subcontract: _____

_____;

2. (A) As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part I of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County Plan on all construction work (both federal and non-federal) in the Westchester County area subject to these Bid Conditions, those trades being: _____

_____, and/or

(b) As to those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts the minimum minority employee utilization goals and the specific affirmative action steps contained in said Part II for all construction work (both federal and non-federal) in the Westchester County area subject to these Bid Conditions, those trades being:

_____, and

3. It will obtain from each of its subcontractors prior to the award of any subcontract under this subcontract the subcontractor certification required by these Bid Conditions.

(Date)

(Signature of Authorized Representative of Bidder)

Typed/Printed Signature

The said subcontractors' certification must become a part of all subcontracts under the prime contract. Any subcontract executed without such incorporated certification shall be void.

C. Materiality and Responsiveness. The certifications required to be made by the bidder pursuant to these Bid Conditions is material, and will govern the bidder's performance on the project and will be a made a part of the bid. Failure to submit the certification will render the bid nonresponsive.

Part IV: Compliance and Enforcement. Contractors are responsible for informing their subcontractors (regardless of tier) as to their respective obligations under Parts I and II hereof (as applicable). Bidders, contractors and subcontractors hereby agree to refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended of September 24, 1965, with a contractor debarred from, or who is determined not to be a "responsible" bidder for, Government contracts and federally-assisted construction contracts pursuant to the Executive Order. The bidder, contractor or subcontractor shall carry out such sanctions and penalties for violation of the equal opportunity clause including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered by the administering agency, the contracting agency or the Office of Federal Contract Compliance pursuant to the Executive Order. Any bidder, or contractor or subcontractor who shall fail to carry out such sanctions and penalties shall be deemed to be in noncompliance with these Bid Conditions and Executive Order 11246, as amended.

Nothing herein is intended to relieve any contractor or subcontractor during the term of its contract on this project from compliance with Executive Order 11246, as amended, and the Equal Opportunity Clause of its contract, with respect to matters not covered in the Westchester County Plan or in Part II of these Bid Conditions.

Violation of any substantial requirement in the Westchester County Plan by a contractor or subcontractor covered by Part I of these Bid Conditions including the failure of such contractor or subcontractor to make a good faith effort to meet its fair share of the trade's goals of minority employee utilization, or of the requirements of Part II hereof by a contractor or subcontractor who is covered by Part II shall be deemed to be noncompliance by such contractor or subcontractor with the Equal Opportunity Clause of the contract, and shall be grounds for imposition of the sanctions and penalties

provided at Section 209(a) of Executive Order 11246, as amended.

Each agency shall review its contractors' and subcontractors' employment practices during the performance of the contract. If the agency determines that the Westchester County Plan no longer represents effective affirmative action, it shall so notify the Office of Federal Contract Compliance which shall be solely responsible for any final determination of that question and the consequences thereof.

In regard to Part II of these conditions, if the contractor or subcontractor meets its goals or if the contractor or subcontractor can demonstrate that it has made every good faith effort to meet these goals, the contractor or subcontractor shall be presumed to be in compliance with Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions and no formal sanctions or proceedings leading toward sanctions shall be instituted unless the agency otherwise determines that the contractor or subcontractor is not providing equal employment opportunities. In judging whether a contractor or subcontractor has met its goals, the agency will consider each contractor's or subcontractor's minority employee utilization and will not take into consideration the minority employee utilization of its subcontractors. Where the agency finds that the contractor or subcontractor has failed to comply with the requirements of Executive Order 11246, as amended, the implementing regulations and its obligations under these Bid Conditions, the agency shall take such action and impose such sanctions as may be appropriate under the Executive Order and the regulations. When the agency proceeds with such formal action it has the burden of proving that the contractor has not met the requirements of these Bid Conditions, but the contractor's failure to meet the goals shall shift to the contractor the requirement to come forward with evidence to show that he has met the "good faith" requirements of these Bid Conditions by instituting at least the Specific Affirmative Action steps listed above and by making every good faith effort to make those steps work toward the attainment of its goals within its timetables. The pendency of such formal proceedings shall be taken into consideration by Federal agencies in determining whether such contractor or subcontractor can comply with the requirements of Executive Order 11246, as amended, and is therefore a "responsible prospective

contractor” within the meaning of the Federal procurement regulations.

It shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.

The procedures set forth in these conditions shall not apply to any contract when the head of the contracting or administering agency determines that such contract is essential to the national security and that its award without following such procedures is necessary to the national security. Upon making such a determination, the agency head will notify, in writing, the Director of the Office of Federal Contract Compliance within thirty days.

Requests for exemptions from these Bid Conditions must be made in writing, with justification, to the Director, Office of Federal Contract Compliance, U.S. Department of Labor, Washington, DC 20210, and shall be forwarded through and with the endorsement of the agency head.

Contractors and subcontractors must keep such records and file such reports relating to the provisions of these Bid Conditions as shall be required by the contracting or administering agency or the office of Federal Contract Compliance.

For the information of bidders, a copy of the Westchester County Plan may be obtained from the contracting officer.

Section 3 Compliance

Certification by Bidder

NOTE:

The attached certification and Section 3 Plan must be signed by all bidders. This certificate indicates that the bidder will make every effort to follow the federal Section 3 requirements.

A fact sheet describing Section 3 is also attached.

SECTION 3: PROVIDING ECONOMIC OPPORTUNITIES THROUGH HUD PROGRAMS

What is Section 3?

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, direct employment opportunities to low and very low income persons, including seasonal and temporary employment opportunities. The standards provided under this regulation are based on income-level and location. Section 3 regulations are designed to encourage recipients of HUD funding to direct employment training and contracting opportunities to low-income individuals, and the businesses that employ these persons within the community regardless of race and/or gender. These regulations are applicable to recipients, sub recipients, contractors and subcontractors who are receiving HUD funds to implement and construct the project.

What is a Section 3 project?

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$200,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs.

The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management and financing.

What Does Section 3 Require?

The benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

Recipients, sub recipients, contractors and subcontractors must keep records and submit reports to HUD documenting the good faith efforts taken and the results of these actions. Examples of such documentation include letters to community organizations, employment development and business development centers; copies of solicitation for bids or proposals; and copies of affirmative action plans.

What is a Section 3 Worker?

A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented: 1) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see below); 2) The worker is employed by a Section 3 business concern (see below); or 3) The worker is a YouthBuild participant (see below).

What is a Targeted Section Worker?

A Section 3 targeted worker for Housing and Community Development Financial Assistance projects is a Section 3 worker who: 1) is employed by a Section 3 business concern; or 2) currently fits or when hired fit at least one of the following categories, as documented within the past five years: a) living within the service area or the neighborhood of the project, which is a one mile radius from the Section 3 project or, b) A YouthBuild participant.

What is a Section 3 Business Concern?

A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period: 1) At least 51 percent owned and controlled by low- or very low-income persons; 2) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers, 3) A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing. Section 3 business concerns can be found at the following link: <https://hudapps.hud.gov/OpportunityPortal>.

What is YouthBuild?

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods. The Division of Youth Services within the Employment and Training Administration's Office of Workforce Investment at the U.S. Department of Labor administers the YouthBuild program. More information can be found here: <https://www.dol.gov/agencies/eta/youth/youthbuild>.

How are low-income and very low-income determined?

Low- and very low-income limits are defined in Section 3(b)(2) of the Housing Act of 1937 and are determined annually by HUD. These limits are typically established at 80 percent and 50 percent of the area median individual income, respectively. HUD income limits may be obtained from: <https://www.huduser.gov/portal/datasets/il.html>. Note the appropriate income limits are those for the residential location of the individual employee rather than the location of the project.

Section 3 Bidders Certification

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). Effective as of November 30, 2020, HUD has updated the Act with the publication of the Rule “Enhancing and Streamlining the Implementation of Section 3 Requirements for Creating Economic Opportunities for Low- and Very Low- Income Persons and Eligible Businesses.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations, including the requirements below;

- a) Employment and training.
 - 1) To the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - 2) Where feasible, priority for opportunities and training described in paragraph a) 1) of this section should be given to:
 - i. Section 3 workers residing within the service area or the neighborhood of the project, and
 - ii. Participants in YouthBuild programs.
- b) Contracting.
 - 1) To the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.
 - 2) Where feasible, priority for contracting opportunities described in paragraph b) 1) of this section should be given to:
 - i. Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area of neighborhood of the project, and
 - ii. YouthBuild programs.
- c) If the contract also includes public assistance funds (ie, a Public Housing Authority project), then residents of the public housing authority will also be included in the above mentioned opportunities for training and employment.

C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

COMPANY NAME: _____

ADDRESS: _____

OFFICIAL SIGNATURE: _____

TITLE _____

If you are Subcontracting Work, List the Bidders you will Notify with Invitations:

	Name	Approx. Dollar Amount of Contract
1.		
2.		
3.		
4.		
5.		

Do you have any employees who will work on this project that are employed by a Section 3 business concern, are a resident of a Public Housing Authority or participate in a YouthBuild Program?

Yes No

Do you have any employees who will work on this project that make less than \$77,650* per calendar year, annualized? (\$37.33/hr)

Yes No

Do you have any employees who will work on this project that make less than \$48,550* per calendar year, annualized? (\$23.34/hr)

Yes No

Form Prepared by: _____
Name
Position

Date: _____

*Note: Income limits for the period from April 2022 to April 2023.

WAGE RATE CERTIFICATION

The project assisted under this agreement is subject to the requirements of the Davis-Bacon Act (the Act), 40 USC 276a. The Act requires that all construction employees of both contractors and subcontractors working on a federally-funded or assisted construction project be paid the current prevailing Davis-Bacon wages (wages).

The wages are those included in the bid package. By submitting a bid and by signing this form, a bidding contractor agrees to pay his/her construction employees the current prevailing Davis-Bacon wages as included in the bid package and to assure that any sub-contractors used on the project also pay their construction employees the wages included in the bid package.

Since this project is subject to the requirements of both Federal and State Labor Standards, the Contractor is required to pay the higher of the two rates for the job classification.

Company Name: _____

Federal ID #: _____

Address: _____

Signature of Authorized Representative: _____

Printed Name/Title of Authorized
Representative: _____

REQUIRED DISCLOSURE OF RELATIONSHIPS TO MUNICIPALITY
(include with bid)

Contract Name and/or ID No.:
(To be filled in by Municipality)

Name of Contractor:
(To be filled in by Contractor)

A.) Related Employees:

1. Are any of the employees that you will use to carry out this contract with the Municipality also an officer or employee of the Municipality, or the spouse, or the child or dependent of such Municipality officer or employee?

Yes _____ No _____

If yes, please provide
details: _____

B.) Related Owners:

1. If you are the owner of the Contractor, are you or your spouse, an officer or employee of the Municipality?

Yes _____ No _____

If yes, please provide
details: _____

To answer the following question, the following definition of the word "interest" shall be used:

Interest means a direct or indirect pecuniary or material benefit accruing to a Municipality officer or employee, his or her spouse, child or dependent, whether as the result of a contract with the Municipality or otherwise. For the purpose of this chapter, a Municipality officer or employee shall be deemed to have an "interest" in the contract of:

- i. His/her spouse, children and dependents, except a contract of employment with the Municipality;
- ii. A firm, partnership or association of which such officer or employee is a member or employee;
- iii. A corporation of which such officer or employee is an officer, director or employee; and
- iv. A corporation of which more than five (5) percent of the outstanding capital stock is owned by any of the aforesaid parties.

2. Do any officers or employees of the Municipality have an **interest** in the Contractor or in any subcontractor that will be used for this contract?

Yes _____ No _____

If yes, please provide details: _____

Authorized Company Official shall sign below and type or print information below the signature line:

Name:

Title:

Date:

"General Decision Number: NY20220017 03/25/2022

Superseded General Decision Number: NY20210017

State: New York

Construction Types: Building, Heavy, Highway and Residential

County: Westchester County in New York.

BUILDING CONSTRUCTION PROJECTS, RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories), AND HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	. The contractor must pay all covered workers at least \$15.00 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 2022.
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If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	. The contractor must pay all covered workers at least \$11.25 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 2022.
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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 <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number	Publication Date
0	01/07/2022
1	02/25/2022
2	03/25/2022

ASBE0091-003 05/31/2021

Rates Fringes

HAZARDOUS MATERIAL HANDLER

(Duties limited to preparation, wetting, stripping, removal, scraping, vacuuming, bagging and disposing of all insulation materials whether they contain asbestos or not from mechanical systems).....\$ 44.12	43.35
Insulator/asbestos worker (Includes application of all insulating materials, protective coverings, coatings, and finishes to all types of mechanical systems).....\$ 44.12	43.35

BOIL0005-001 01/01/2021

Rates Fringes

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

BRNY0001-003 06/01/2018

Rates Fringes

Pointer, cleaner and caulker.....\$ 41.96	33.38
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BRNY0004-001 07/05/2021

Rates Fringes

MARBLE MASON.....\$ 61.73 37.91

BRNY0005-006 06/01/2021

HEAVY & HIGHWAY CONSTRUCTION

Rates Fringes

BRICKLAYER

Bricklayers, Stone Masons,
Cement Masons, Plasterers,
Pointers, Caulkers and
Cleaner.....\$ 43.85 36.55

BRNY0005-007 06/01/2019

BUILDING/RESIDENTIAL CONSTRUCTION

Rates Fringes

Bricklayer, Cement Mason,
Plasterer & Stonemason.....\$ 42.09 34.50

BRNY0007-001 07/01/2021

Rates Fringes

TERRAZZO FINISHER.....\$ 55.21 36.97
TERRAZZO WORKER/SETTER.....\$ 58.46 38.09

BRNY0007-002 12/06/2021

Rates Fringes

TILE FINISHER.....\$ 47.56 32.71

BRNY0020-001 01/04/2021

Rates Fringes

MARBLE FINISHER.....\$ 48.27 35.40

BRNY0024-001 01/01/2021

Rates Fringes

BRICKLAYER

MARBLE POLISHERS.....\$ 45.37 28.80

BRNY0052-001 12/06/2021

Rates Fringes

Tile Layer.....\$ 61.84 36.04

CARP0279-001 07/01/2021

Rates Fringes

Carpenters:

Building.....\$ 45.32 31.38
Heavy & Highway.....\$ 45.32 31.38
Residential.....\$ 29.48 20.41

CARP0740-001 07/01/2021

Rates Fringes

MILLWRIGHT.....\$ 57.00 54.06

CARP1556-007 07/01/2021

Rates Fringes

Diver Tender.....\$ 51.34 52.79
Diver.....\$ 71.80 52.79

CARP1556-009 07/01/2021

Rates Fringes

Dock Builder & Piledrivermen.....\$ 56.93 52.79

CARP1556-011 07/01/2021

Rates Fringes

Carpenters:

TIMBERMEN.....\$ 52.05 52.24

CARP2287-001 07/01/2021

Rates Fringes

Carpenters:

Soft Floor Layers.....\$ 54.75 46.43

* ELEC0003-003 04/21/2021

Rates Fringes

ELECTRICIAN (Teledata
Technician).....\$ 53.75 69.29%+14.50

a. \$2.00 per hour not to exceed \$14.00 per day.

ELEC1249-001 05/03/2021

Rates Fringes

ELECTRICIAN (LIGHTING AND TRAFFIC SIGNAL WORK Including any and all Fiber Optic Cable necessary for Traffic Signal Systems, Traffic monitoring systems and Road Weather Information systems)

Flagman.....	\$ 28.29	7%+35.40
Ground Digging Machine Operator.....	\$ 42.44	7%+35.40
Ground Truck Driver.....	\$ 37.72	7%+35.40
Tractor, Trailer Unit.....	\$ 40.08	7%+35.40
Lineman & Technician.....	\$ 47.15	7%+35.40
Mechanic.....	\$ 37.72	7%+35.40

FOOTNOTE:

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

ELEC1249-006 05/03/2021

Rates Fringes

ELECTRICIAN (LINE CONSTRUCTION)

Substation and switching structures pipetype cable, underground fuil and gas filled transmission conduit and cable installation, fiber optic ground wire, fiber optic shield wire or any other like product having ground protection or fiber optic capabilities, maintenance jobs or projects; rail-road catenary installation and maintenance bonding of rails; Overhead & underground distribution

work & Maintenance;		
Overhead and under- ground		
transmission line work:		
Cable Splicer.....	\$ 63.48	7%+35.40
Flagman.....	\$ 34.63	7%+34.40
Groundman digging machine		
operator.....	\$ 51.94	7%+34.40
Groundman truck driver		
(tractor trailer unit)....	\$ 49.05	7%+34.40
Groundman truck driver;....	\$ 46.17	7%+34.40
Lineman & Technician.....	\$ 57.71	7%+35.40
Mechanic.....	\$ 46.17	7%+34.40

PAID HOLIDAYS:

a. New Year's Day, President's 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.

 ELEC1249-009 01/01/2021

Rates	Fringes
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ELECTRICIAN (LINE
 CONSTRUCTION)

TELEPHONE, CATV		
FIBEROPTICS CABLE AND		
EQUIPMENT		
Cable Splicer.....	\$ 34.78	3%+5.14
Groundman.....	\$ 17.50	3%+5.14
Installer Repairman-		
Teledata		
Lineman/Technician-		
Equipment Operator.....	\$ 33.01	3%+5.14

 * ELEV0001-002 03/17/2022

Rates	Fringes
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ELEVATOR MECHANIC

Elevator Constructor.....	\$ 75.14	47.446+a+b
Modernization and Repair....	\$ 59.09	45.564+a+b

FOOTNOTE:

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

b. PAID VACATION: An employee who has worked less than 5 years shall receive vacation pay credit on the basis of 4% of his hourly rate for all hours worked; an employee who has worked 5 to 15 years shall receive vacation pay credit on the basis of 6% of his hourly rate for all hours worked; an employee who has worked 15 or more years shall receive vacation pay credit on the basis of 8% of his hourly rate for all hours worked.

 ELEV0138-003 01/01/2022

WESTCHESTER COUNTY (Towns of Bedford, Cortland, Lewisboro, Mt. Kisco, North Salem, Pound Ridge, Somers, and Yorktown)

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 64.63	36.885+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.

 ENGI0137-005 03/06/2017

BUILDING & RESIDENTIAL CONSTRUCTION

	Rates	Fringes
Power equipment operators:		
GROUP 1-A.....	\$ 53.95	28.52+a
GROUP 1-B.....	\$ 49.68	28.52+a
GROUP 2-A.....	\$ 52.03	28.52+a
GROUP 3-A.....	\$ 50.11	28.52+a
GROUP 3-B.....	\$ 47.67	28.52+a
GROUP 4-A.....	\$ 49.60	28.52+a
GROUP 4-B.....	\$ 41.85	28.52+a
GROUP 5.....	\$ 45.17	28.52+a
GROUP 5-A.....	\$ 56.63	28.52+a
GROUP 5-B.....	\$ 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 hilit 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

 ENGI0137-006 03/06/2017

HEAVY & HIGHWAY

Rates Fringes

Power equipment operators:

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

IRON0040-001 07/01/2021

WESTCHESTER COUNTY

Rates Fringes

IRONWORKER, STRUCTURAL.....\$ 54.20 82.24

IRON0046-003 07/01/2021

Rates Fringes

IRONWORKER
METALLIC LATHERS AND
REINFORCING IRONWORKERS.....\$ 56.90 26.30

IRON0197-001 07/01/2021

Rates Fringes

IRONWORKER
STONE DERRICKMAN.....\$ 55.63 55.10

IRON0580-001 07/01/2021

Rates Fringes

IRONWORKER, ORNAMENTAL.....\$ 46.15 59.79

LABO0060-002 07/01/2021

HEAVY/HIGHWAY

Rates Fringes

Laborers:

GROUP 1.....	\$ 45.65	26.35
GROUP 2.....	\$ 44.30	26.35
GROUP 3.....	\$ 43.90	26.35
GROUP 4.....	\$ 43.55	26.35
GROUP 5.....	\$ 43.20	26.35
GROUP 6.....	\$ 36.85	26.35
GROUP 7.....	\$ 45.20	26.35
SHAFT AND TUNNEL IN FREE AIR		
GROUP 1.....	\$ 52.05	33.10+a
GROUP 2.....	\$ 54.20	33.10+a
GROUP 4.....	\$ 60.60	33.10+a

LABORERS CLASSIFICATIONS (HEAVY/HIGHWAY):

GROUP 1: Blasters.

GROUP 2: Burner, Jumbo Driller, Joy Driller, Wagon Driller,
Air Track Driller, Hydraulic Driller, Concrete Form
Aligner, Concrete Form and Curb Form Highway (Steel),
Asphalt Screedman, Asphalt Raker.

GROUP 3: Asphalt Curb Machine Operator, Jeeper Operator,
Pavement Breaker Operator, Power Saw Operator, Jack Hammer
Driller. All types of pneumatic tools gasoline driller,
concrete saw, gunniting, railroad spike puller and

sandblasting, pipe layer, deck winches on scows, power buggy operator, power wheelbarrow operator.
 GROUP 4: General concrete laborers-anything pertaining to concrete, aggregate or concrete material handling, puddlers, asphalt worker, rock scalers, vibrator operator, bit grinder, concrete grinder, air tampers and all tampers not covered by any other classification, form pin puller, pumps and their operation, service of air power, epoxy and waterproofing worker, fine grade person between forms, barco rammer, guard and guide rail and link fence, steel kings.

GROUP 5: Common laborers, signal person and pit person , truck spotters, powder person, landscape and nursery person, dump person.

GROUP 6: Flagperson

GROUP 7: Asbestos and Toxic Waste laborer

SHAFT AND TUNNEL IN FREE AIR CLASSIFICATIONS

GROUP 1: Outside laborers

GROUP 2: Blaster, Concrete and form setters, drill runners, air tuggers, chippers, pneumatic tools, and source of airpower, pumps and their operations, vibrator operators, Puddlers, Chuck tenders, nippers, concrete laborers tunnel sewer and water pipeliners, boring, Laborers, Powder carriers, signalmen, and Brakemen

GROUP 4: Miners

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

 LABO0235-001 05/01/2016

BUILDING

	Rates	Fringes
LABORER.....	\$ 33.30	26.25

 LABO0235-002 05/01/2016

RESIDENTIAL

	Rates	Fringes
LABORER.....	\$ 26.80	19.55

 PAIN0009-003 05/01/2020

Rates	Fringes
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PAINTER

GLAZIERS.....	\$ 46.55	44.77
Painters, Paperhanger, Drywall Finishers & Lead Abatement Worker.....	\$ 45.70	27.67
Spray, Scaffold, Sandblasting.....	\$ 48.70	27.67

PAIN0806-001 10/01/2021

Rates	Fringes
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Painters:

Structural Steel and Bridge.	\$ 53.00	51.23
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PLUM0021-003 05/01/2021

Rates	Fringes
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Plumber and Steamfitter

Zone 1.....	\$ 59.01	39.26
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ROOF0008-003 07/01/2021

Rates	Fringes
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ROOFER.....	\$ 45.25	35.62
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SFNY0669-002 01/01/2022

Rates	Fringes
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SPRINKLER FITTER.....	\$ 47.19	28.63
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SHEE0038-001 07/01/2021

Rates	Fringes
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Sheet metal worker.....	\$ 47.52	44.20
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TEAM0456-001 07/01/2018

HEAVY & HIGHWAY CONSTRUCION

Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 43.47	29.17+a
GROUP 2.....	\$ 40.72	29.17+a
GROUP 3.....	\$ 41.17	29.17+a
GROUP 4.....	\$ 41.34	29.17+a
GROUP 5.....	\$ 40.72	29.17+a
GROUP 6.....	\$ 41.47	29.17+a
GROUP 7.....	\$ 42.22	29.17+a

GROUP 8.....	\$ 42.59	29.17+a
GROUP 9.....	\$ 42.09	29.17+a
GROUP 10.....	\$ 42.72	29.17+a
GROUP 11.....	\$ 42.47	29.17+a

Hazardous/Toxic Waste - An additional 20% of the basic hourly wage rate set forth in this wage determination.

CLASSIFICATION DESCRIPTIONS

- GROUP 1: Lowboy (carrying equipment)
- GROUP 2: Straight jobs: 6-Wheeler, 10-Wheeler, A-Frame Trucks (inside cab), Winch Truck (inside cab), Dynamite Truck, Seeding Truck, Mulching Truck, Agitator Truck, Water Truck, Cement Trucks (all types), Suburbans, Station Wagons, Cars, Pickups.
- GROUP 3: Fuel and tire trucks.
- GROUP 4: Tractor trailers (all types)
- GROUP 5: 14 Wheeler
- GROUP 6: Athey wagon, Belly dumps, Articulated Dumps, Trailer wagons.
- GROUP 7: Darts.
- GROUP 8: RXS
- GROUP 9: Off Road Equipment (Under 40 Tons): Euclid
- GROUP 10: Off Road Equipment (Over 40 Tons) Euclid, DJB
- GROUP 11: Off Road Equipment (Under 40 Tons) DJB

a. PAID HOLIDAYS: New Year's Day, Lincoln's Birthday, President's Day, Decoration Day, Independence Day, Labor Day, November Election Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day, provided employee works two or more days in the calendar week in which the holiday falls.

PAID VACATION: 4 weeks paid vacation after 20 years of service and 30 days of employment in current contract year; 3 weeks after 10 years of seniority service; 3 weeks after 10 years and 60 days of employment in contract year, 3 weeks and 1 day after 16 years of seniority service, 3 weeks and 2 days after 17 years of seniority service; 3 weeks and 3 days after 18 years of seniority service; 3 weeks and 4 days after 19 years of seniority service; The third week and every additional day shall be granted to employee in the calendar year in which he completes his tenth or other years of seniority service; 2 weeks after 130 days of employment in the calendar year; 2 weeks after 5 years and 90 days seniority service in calander year; 1 week and 1 additional day for each additional 18 days of employment not exceeding 10 days in any one calander year after 90 days of employment. Casual employees 1 day for every 18 days of employment. An employee who does not qualify for vacation shall be paid pro rata on a daily basis. Holiday shall be counted as days worked for vacation benefits.

LEGAL SERVICES FUND: Employer shall contribute \$.20 to the fund on the same basis for all hours paid to employees in the form of holiday pay or vacation pay. In addition to the benefits paid for Health-Welfare and Pension for up to 40 hours worked an additional \$.25 is paid for each hour worked. The employer shall grant 3 calendar days off without loss of pay to an employee who has death in his/her immediate family, inclusive of the day of the funeral.

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 DECISIO"

STATE PREVAILING WAGE INFORMATION

PRC 2022004568 WESTCHESTER COUNTY
Downtown Streetscape Improvements
Tarrytown, NY 10591

This schedule is effective from July 1, 2021 through June 30, 2022. All updates, corrections and future copies of the annual determination are available on the Department's website (www.labor.state.ny.us).

The attached rates are based on the latest information available to the Departments of Labor, Bureau of Public work. 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 rate. If there is a question on the proper classification to be used, please call the district office located nearest the project, which is the White Plains Office, 120 Bloomingdale Road White Plains, NY 10605, Tel. (914)997-9507 FAX (914) 997-9523.

Contractors are required to post the schedule on the jobsite and provide copies of the schedule to all their subcontractors. The requirement that contractors obtain affidavits from their subcontractors that such schedules have been provided is also in effect. Those forms will be available on the above listed website.

In the event that you do not have web access or are unable to access the Department's website, please fax a written request for a printed copy of the schedule to the Central Office of the Bureau of Public Work at (518) 485-1870.

Please refer to the complete Labor Laws and amendments; see the above listed website or local district office.

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

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

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

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

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

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

Payrolls and Payroll Records

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

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

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

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

Apprentice Training Ratios

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

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

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

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

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

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

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

Westchester County General Construction

Boilermaker

07/01/2021

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Boilermaker \$ 63.38
Repairs & Renovations 63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

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

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

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

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

Supplemental Benefits Per Hour:

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

1st Term	\$ 19.41
2nd Term	20.26
3rd Term	21.11
4th Term	21.96
5th Term	22.82
6th Term	23.68
7th Term	24.52

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

4-5

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Piledriver \$ 56.93
Dockbuilder \$ 56.93

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 53.33

OVERTIME PAY

See (B, E2, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour

(1)year terms:

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

Supplemental benefits per hour:

All Terms: \$ 35.33

8-1556 Db

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Carpet/Resilient

Floor Coverer \$ 54.75

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

SUPPLEMENTAL BENEFITS

Per hour:

\$ 46.97

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Paid for 1st & 2nd yr.

Apprentices See (5,6,11,13,16,18,19,25)

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

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$ 24.55	\$ 27.55	\$ 31.80	\$ 39.68

Supplemental benefits per hour:

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

8-2287

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Marine Construction:

Marine Diver \$ 71.80
Marine Tender 51.04

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 53.33

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms.

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

Supplemental Benefits
Per Hour:

All terms \$ 35.33

8-1456MC

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Building
Millwright \$ 57.00

SUPPLEMENTAL BENEFITS

Per hour:

Millwright \$ 54.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:
One (1) year terms:

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

Supplemental benefits per hour:
One (1) year terms:

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

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

8-740.1

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

07/01/2021

Timberman

\$ 52.05

SUPPLEMENTAL BENEFITS

Per Hour:

07/01/2021

\$ 52.78

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE.

Paid: for 1st & 2nd yr.

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

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

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

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

Supplemental benefits per hour:

All terms \$ 35.06

8-1556 Tm

Carpenter

07/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

Putnam: South of but including the following, Cold Spring, TompkinsCorner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour:

07/01/2021

10/18/2021

Core Drilling:

Driller \$ 41.74

\$ 42.27

Driller Helper

32.92

33.47

Note: Hazardous Waste Pay Differential:

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper

\$ 29.40

\$ 30.60

OVERTIME PAY

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

HOLIDAY

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

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

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

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

07/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

WAGES

WAGES:(per hour)

07/01/2021

BUILDING/HEAVY & HIGHWAY/TUNNEL:

Carpenter

Base Wage

\$ 37.69

+ \$7.63*

*For all hours paid straight or premium.

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker

\$ 31.91

OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

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

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

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

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.

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

REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured before July 1 2016

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

Indentured after July 1 2016

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

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms \$ 16.28

11-279.1B/HH

Electrician **07/01/2021**

JOB DESCRIPTION Electrician

DISTRICT 8

ENTIRE COUNTIES
 Westchester

WAGES

Per hour:	07/01/2021	04/21/2022
*Electrician/A-Technician	\$ 53.75	\$ 53.75
Teledata	53.75	53.75

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

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

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	\$ 52.73	\$ 54.39

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

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

Supplemental Benefits per hour:

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

8-3/W

Electrician **07/01/2021**

JOB DESCRIPTION Electrician

DISTRICT 9

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

WAGES

Per hour:	07/01/2021
Service Technician	\$ 34.40

Service and Maintenance on Alarm and Security Systems.

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

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker: \$ 19.32

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

9-3H

Electrician 07/01/2021

JOB DESCRIPTION Electrician **DISTRICT 8**

ENTIRE COUNTIES

Westchester

WAGES

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

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

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

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

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

HOLIDAY

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

8-3m

Elevator Constructor 07/01/2021

JOB DESCRIPTION Elevator Constructor **DISTRICT 4**

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Rockland: Entire County except for the Township of Stony Point

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

WAGES

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

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

NOTE- In order to use the '4 Day/10 Hour Work Schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 IS NOT SUBMITTED you will be liable for overtime payments for work over the allotted hours per day listed.

SUPPLEMENTAL BENEFITS

Per Hour:

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

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

WAGES PER HOUR:

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

1 YEAR TERMS:

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

SUPPLEMENTAL BENEFITS

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

Modernization & Service/Repair			
1st Term	\$ 34.00		\$ 34.672
2nd Term	34.50		35.195
3rd Term	35.83		36.571
4th Term	37.15		37.938

4-1

Elevator Constructor	07/01/2021
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JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford
 Rockland: Only the Township of Stony Point.
 Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2021	01/01/2022
Mechanic	\$ 62.51	\$ 64.63
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2021	01/01/2022
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Journeyman/Helper
 \$ 35.825* \$ 36.885*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:
 0-6 mo* 6-12 mo 2nd yr 3rd yr 4th yr
 50 % 55 % 65 % 70 % 80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier **07/01/2021**

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2021	11/01/2021
Glazier	\$ 58.60	+ \$1.25
*Scaffolding	59.55	
Glass Tinting & Window Film	29.60	
**Repair & Maintenance	29.60	

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only

Paid: See(5, 6, 16, 25)
 Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:
 (1) year terms at the following wage rates:

	7/01/2021
1st term	\$ 20.72

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

Supplemental Benefits:

(Per hour)

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

8-1087 (DC9 NYC)

Insulator - Heat & Frost

07/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

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

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 35.10
Discomfort & Additional Training	37.06
Fire Stop Work: Journeyworker	17.90

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 30.07	\$ 35.30	\$ 40.54	\$ 45.78

Discomfort & Additional Training Apprentices:

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

Supplemental Benefits paid per hour:

Insulator Apprentices:

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

Discomfort & Additional Training Apprentices:

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

8-91

Ironworker **07/01/2021**

JOB DESCRIPTION Ironworker

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Ironworker Rigger \$ 67.99

Ironworker Stone
 Derrickman \$ 67.99

SUPPLEMENTAL BENEFITS

Per hour: \$ 41.44

OVERTIME PAY

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

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

** Benefits same premium as wages on Holidays only

HOLIDAY

Paid: See (18) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 25) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wage per hour:

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

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

Supplemental benefits:

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

9-197D/R

Ironworker **07/01/2021**

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

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

Ornamental \$ 46.15
 Chain Link Fence 46.15
 Guide Rail 46.15

SUPPLEMENTAL BENEFITS

Per hour:
 Journeyworker: \$ 60.05

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Apprentices hired before 8/31/2018:
 (1/2) year terms at the following percentage of Journeyman's wage.

5th Term 80%

Supplemental Benefits per hour:

5th Term 54.03

Apprentices Hired after 9/1/18:

1 year terms

1st Term \$ 20.63

2nd Term 24.22

3rd Term 27.80

4th Term 31.38

Supplemental Benefits per hour:

1st Term \$ 17.89

2nd Term 19.14

3rd Term 20.40

4th Term 21.66

4-580-Or

Ironworker

07/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

PER HOUR:

07/01/2021

01/01/2022

Ironworker:

Structural \$ 54.20

Additional \$ 1.75/Hr.

Bridges

Machinery

SUPPLEMENTAL BENEFITS

PER HOUR PAID:

Journeyman \$ 82.35

OVERTIME PAY

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

*NOTE: Benefits are calculated for every hour paid

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

WAGES PER HOUR:

6 month terms at the following rate:

1st \$28.21

2nd \$28.81

3rd - 6th \$29.42

Supplemental Benefits

PER HOUR PAID:

All Terms \$56.90

4-40/361-Str

Ironworker

07/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 4

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour: 07/01/2021

Reinforcing & Metal Lathing \$ 56.25

"Base" Wage \$ 54.70
 plus \$ 1.55

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

SUPPLEMENTAL BENEFITS

Per hour:
 Reinforcing & Metal Lathing \$ 38.30

OVERTIME PAY

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

*Only \$22.00 per Hour for non worked hours

Supplemental Benefit Premiums for Overtime Hours worked:

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wage rates:

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

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

SUPPLEMENTAL BENEFITS

Per Hour:

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

4-46Reinf

Laborer - Building 07/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

07/01/2021

Laborer \$ 36.40
 plus \$5.05**

Laborer - Asbestos & Hazardous Materials Removal \$ 43.10*

* Abatement/Removal of:

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

** This portion is not subject to overtime premium.

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

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Journeyworker \$ 27.50

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

LABORER ONLY

Hourly terms at the following wage:

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

Supplemental Benefits per hour:

Apprentices
 All terms \$ 21.15

8-235/B

Laborer - Heavy&Highway

07/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

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

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

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

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

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

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

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

Wages:(per hour) 07/01/2021

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

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

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

First 40 Hours	
Per Hour	\$26.10
Over 40 Hours	
Per Hour	19.85

OVERTIME PAY

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

HOLIDAY

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

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

NOTE: For Holiday Overtime: 5, 6 - Code 'S' applies
 For Holiday Overtime: 8, 15, 25, 26 - Code 'R' applies

REGISTERED APPRENTICES

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

Supplemental Benefits per hour:

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

8-60H/H

Laborer - Tunnel **07/01/2021**

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2021	07/01/2022
Class 1	\$ 51.95	\$ 53.45
Class 2	54.10	55.60
Class 4	60.50	62.00
Class 5	43.50	44.80

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional \$ 3.00 an hour.

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 33.25	\$ 34.45
Benefit 2	49.81	51.60
Benefit 3	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician

07/01/2021

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

Westchester

WAGES

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

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

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

Additional \$1.00 per hour for entire crew when a helicopter is used.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT	8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT	4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT	12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

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

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

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept of Jurisdiction.
 NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.
 Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
 Overtime See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249aWest

Lineman Electrician - Teledata 07/01/2021

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

07/01/2021

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

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

1ST SHIFT REGULAR RATE

2ND SHIFT REGULAR RATE PLUS 10%
3RD SHIFT REGULAR RATE PLUS 15%

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 5.14
 *plus 3% of
 wage paid

*The 3% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting **07/01/2021**

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT 6**

ENTIRE COUNTIES

Westchester

WAGES

Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

A Groundman/Groundman Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
(Ref #14.01.03)

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

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

1ST SHIFT 8:00 AM TO 4:30 PM REGULAR RATE
2ND SHIFT 4:30 PM TO 1:00 AM REGULAR RATE PLUS 17.3%
3RD SHIFT 12:30 AM TO 9:00 AM REGULAR RATE PLUS 31.4%

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

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

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

Overtime: See (5, 6, 8, 13, 25) on HOLIDAY PAGE and Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

1st	2nd	3rd	4th	5th	6th	7th
60%	65%	70%	75%	80%	85%	90%

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249aWestLT

Mason - Building

07/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

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

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05.

OVERTIME PAY

OVERTIME:

Cement Mason See (B, E, Q, W) on OVERTIME PAGE.

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

Mason - Building

07/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Building

07/01/2021

01/01/2022

Wages per hour:

Mosaic & Terrazzo Mechanic \$ 58.46

Additional \$ 0.85

Mosaic & Terrazzo Finisher \$ 56.86

SUPPLEMENTAL BENEFITS

Per hour:

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

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

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

OVERTIME PAY

See (A, E, Q) on OVERTIME PAGE

Deduct \$6.80 from hourly wages before calculating overtime.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour:

(750 Hour) terms at the following wage rate.

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

Supplemental benefits per hour:

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

Apprentices hired after 07/01/2017:

Wages Per hour:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
07/01/2021	\$ 22.63	\$ 29.10	\$ 31.00	\$ 36.16	\$ 41.32	\$ 46.48

Supplemental Benefits per hour:

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

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

9-7/3

Mason - Building

07/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Building-Marble Restoration: Additional

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

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:

Building-Marble Restoration:

Marble, Stone & Polisher \$ 29.11

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

1ST TERM APPRENTICE GETS PAID FOR ALL OBSERVED HOLIDAYS.

REGISTERED APPRENTICES

WAGES per hour:

900 hour term at the following wage:

1st	2nd	3rd	4th
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	1-900	901-1800	1801-2700	2701
07/01/2021	\$32.28	\$36.91	\$41.51	\$46.16
Supplemental Benefits Per Hour:				
07/01/2021	\$26.47	\$27.34	\$28.29	\$29.11

9-7/24-MP

Mason - Building **07/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages:	07/01/2021	01/03/2022
Marble Cutters & Setters	\$ 61.73	Additional \$ 0.95

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 37.76

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
\$ 24.70	\$ 27.77	\$ 30.87	\$ 33.94	\$ 37.03	\$ 40.11	\$ 43.20	\$ 46.29	\$ 52.46	\$ 58.64

Supplemental Benefits per hour:

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

9-7/4

Mason - Building **07/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

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

Note 1: An additional \$2.00 per hour for time spent grinding floor using "60 grit" and below.
 Note 2: Flaming equipment operator shall be paid an additional \$25.00 per day.

SUPPLEMENTAL BENEFITS

Per Hour:

Marble, Stone, etc
 Maintenance Finishers: \$ 14.00

OVERTIME PAY

See (B, *E, Q, V) on OVERTIME PAGE
 *Double hourly rate after 8 hours on Saturday

HOLIDAY

Paid: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
 Overtime: See (5, 6, 8, 11, 15, 25) on HOLIDAY PAGE
 1st term apprentice gets paid for all observed holidays.

REGISTERED APPRENTICES

WAGES per hour:

	07/01/2021
0-750	\$21.37
751-1500	\$22.09
1501-2250	\$22.81
2251-3000	\$23.52
3001-3750	\$24.61
3751-4500	\$26.04
4501+	\$26.73

Supplemental Benefits:
 Per hour:

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

9-7/24M-MF

Mason - Building

07/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Nassau, Rockland, Suffolk, Westchester

WAGES

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

SUPPLEMENTAL BENEFITS

Per Hour:

\$ 24.91*
+ \$10.01

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

OVERTIME PAY

See (B, E, Q, V) on OVERTIME PAGE
 Work beyond 10 hours on Saturday shall be paid at double the hourly wage rate.

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

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

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
	1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6501-
	750	1500	2250	3000	3750	4500	5250	6000	6750	7000

07/01/2021	\$20.84	\$25.66	\$32.68	\$37.50	\$40.99	\$44.30	\$47.82	\$52.63	\$55.35	\$59.34
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Supplemental Benefits per hour:

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

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

9-7/52A

Mason - Building **07/01/2021**

JOB DESCRIPTION Mason - Building **DISTRICT 9**

ENTIRE COUNTIES
 Nassau, Rockland, Suffolk, Westchester

WAGES
 Per hour: 07/01/2021 12/06/2021 06/06/2022

Tile Finisher \$ 46.89 Additional \$ 0.39 Additional \$ 0.58

SUPPLEMENTAL BENEFITS
 Per Hour: \$ 21.91*
+ \$9.84

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

OVERTIME PAY
 See (B, E, Q, *V) on OVERTIME PAGE
 Work beyond 10 hours on a Saturday shall be paid at double the hourly wage rate.

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

9-7/88A-tf

Mason - Building / Heavy&Highway **07/01/2021**

JOB DESCRIPTION Mason - Building / Heavy&Highway **DISTRICT 9**

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

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

Marble-Finisher \$ 48.87 Additional \$ 0.61

SUPPLEMENTAL BENEFITS
 Journeyworker:
 per hour \$ 35.25

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

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

* Work beyond 8 hours on a Saturday shall be paid at double the rate.
 ** When an observed holiday falls on a Sunday, it will be observed the next day.

9-7/20-MF

Mason - Heavy&Highway **07/01/2021**

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT 11**

ENTIRE COUNTIES
 Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

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

Additional \$1.00 per hour for power saw work
 Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

- Irregular work day requires 15% premium
- Second shift an additional 15% of wage plus benefits to be paid
- Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 36.05

OVERTIME PAY

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

HOLIDAY

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

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building

07/01/2021

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

GROUP I:

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

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

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

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

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

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

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

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

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

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

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

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

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

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.

Loader operators over 5 cubic yard capacity additional .50 per hour.
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

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

OVERTIME PAY

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

HOLIDAY

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

8-137B

Operating Engineer - Building **07/01/2021**

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

NOTE:Construction surveying

Party Chief--One who directs a survey party

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

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

Wages:(Per Hour) 07/01/2021

Building Construction:

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

Steel Erection:

Party Chief	\$ 79.02
Instrument Man	\$ 62.89

Rodman \$ 44.03

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

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Building Construction \$ 24.40* +\$ 7.15

Steel Erection \$ 25.00* +\$ 7.15

Heavy Construction \$ 25.25* +\$ 7.15

* This portion subject to same premium as wages

Non-Worked Holiday Supplemental Benefit:

\$ 16.45

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 - Heavy&Highway

07/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

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

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

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

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

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

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

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

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

GROUP V: All Tower Cranes-All Climbing Cranes and all cranes of 100-ton capacity or greater (3900 Manitowac or similar) irrespective of manufacturer and regardless of how the same is rigged, Hoist Engineer (Steel), Engineer-Pile Driver, Jersey Spreader, Pavement Breaker/Post Hole Digger.

WAGES: Per hour:	07/01/2021	03/07/2022	03/06/2023
Group I	\$ 64.63	\$ 65.97	\$ 67.27
Group I-A	57.02	58.16	59.26
Group I-B	60.06	61.28	62.46
Group II-A	54.61	55.70	56.74
Group II-B	56.31	57.44	58.52
Group III	53.66	54.72	55.74
Group IV	48.80	49.74	50.63
Group IV-B	41.94	42.71	43.43
Group V			
Engineer All Tower, Climbing and Cranes of 100 Tons	73.18	74.73	76.24
Hoist Engineer(Steel)	66.29	67.67	69.01
Engineer(Pile Driver)	70.67	72.16	73.61

Jersey Spreader,Pavement Breaker (Air Ram)Post Hole Digger	55.87	56.99	58.06
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SHIFT DIFFERENTIAL:

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

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday; Friday may be used as a make-up day.

NOTE - In order to use the 4 Day/10 Hour Work schedule Registration for Use of 4 Day/10 Hour Work Schedule, form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:

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

*This amount is subject to premium

OVERTIME PAY

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

HOLIDAY

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

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

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

** For Holiday Codes 5 & 6 code U applies

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

REGISTERED APPRENTICES

(1)year terms at the following rate.

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

8-137HH

Operating Engineer - Heavy&Highway

07/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 9

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

Dutchess: South of the North city line of Poughkeepsie

WAGES

Party Chief - One who directs a survey party

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

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

Categories cover GPS & Underground Surveying

Per Hour:	07/01/2021
Party Chief	\$ 81.72
Instrument Man	61.43
Rodman	52.40
SUPPLEMENTAL BENEFITS	
Per Hour:	07/01/2021
All Categories	
Straight Time:	\$ 25.25* plus \$7.15
Premium:	
Time & 1/2	\$ 37.88* plus \$7.15
Double Time	\$ 50.50* plus \$7.15
Non-Worked Holiday Supplemental Benefits:	\$ 16.45

OVERTIME PAY

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

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

HOLIDAY

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

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

9-15Dh

Operating Engineer - Heavy&Highway - Tunnel

07/01/2021

JOB DESCRIPTION Operating Engineer - Heavy&Highway - Tunnel

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

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

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

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

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

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

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

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

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

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

WAGES: (per hour)

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

SHIFT DIFFERENTIAL:

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker:

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

OVERTIME PAY

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

HOLIDAY

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

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

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

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

REGISTERED APPRENTICES

(1)year terms at the following rates:

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

Supplemental Benefits per hour:

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

07/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2021	10/01/2021
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 41.42	\$ 41.42
CLASS A2 Crane Operator (360 swing)	36.91	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	35.82	35.82
CLASS B2 Certified Welder	33.72	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	32.80	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

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

of straight time
 wage, Overtime hours
 add \$ 0.33

of straight time
 wage, Overtime hours
 add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Survey Crew - Consulting Engineer

07/01/2021

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 9

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour: 07/01/2021
 Survey Classifications

Party Chief \$ 45.83
 Instrument Man 38.17
 Rodman 33.34

SUPPLEMENTAL BENEFITS

Per Hour:

All Crew Members: \$ 20.60

OVERTIME PAY

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

*Doubletime paid on the 9th hour on Saturday.

HOLIDAY

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

9-15dconsult

Painter

07/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Brush \$ 50.30*

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

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

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

Per hour: 07/01/2021

Paperhanger \$ 31.83
 All others 29.81
 Premium 33.40**

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

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

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

*Subtract \$ 0.10 to calculate premium rate.

Supplemental benefits:

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

8-NYDC9-B/S

Painter

07/01/2021

JOB DESCRIPTION Painter

DISTRICT 8

ENTIRE COUNTIES

Putnam, Suffolk, Westchester

PARTIAL COUNTIES

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

WAGES

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

*Subtract \$ 0.10 to calculate premium rate.

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY

See (A, H) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wages - Per Hour: 07/01/2021

1500 hour terms at the following wage rate:

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

*Subtract \$ 0.10 to calculate premium rate.

Supplemental Benefits - Per hour:

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

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

8-NYDCT9-DWT

Painter - Bridge & Structural Steel

07/01/2021

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

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

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

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

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

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

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

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

8-DC-9/806/155-BrSS

Painter - Line Striping

07/01/2021

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.32	\$ 31.53
Linerman Thermoplastic	36.93	38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid:	07/01/2021	07/01/2022
Journeyworker:		
Striping Machine Operator:	\$ 10.03	\$ 10.03
Linerman Thermoplastic:	10.03	10.03

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE
 Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

One (1) year terms at the following wage rates:

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

Supplemental Benefits per hour:

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

Painter - Metal Polisher

07/01/2021

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

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

*Note: Applies on New Construction & complete renovation

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

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:

All classification \$ 10.64

OVERTIME PAY

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

HOLIDAY

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

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	07/01/2021
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

Plumber

07/01/2021

JOB DESCRIPTION Plumber

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

Per hour:

	07/01/2021
Plumber and Steamfitter	\$ 59.01

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 39.26

OVERTIME PAY

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

HOLIDAY

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

REGISTERED APPRENTICES

(1)year terms at the following wages:

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

Supplemental Benefits per hour:

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

8-21.1-ST

Plumber - HVAC / Service

07/01/2021

JOB DESCRIPTION Plumber - HVAC / Service

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour: 07/01/2021

HVAC Service \$ 40.68
+ \$ 4.32*

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

SUPPLEMENTAL BENEFITS

Per hour:

07/01/2021

Journeyworker HVAC Service

\$ 26.54

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

HVAC SERVICE

(1)year terms at the following wages:

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

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

Supplemental Benefits per hour:

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

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations **07/01/2021**

JOB DESCRIPTION Plumber - Jobbing & Alterations

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Putnam, Westchester

PARTIAL COUNTIES

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

WAGES

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

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

SHIFT WORK:

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

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	\$ 32.96

OVERTIME PAY

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

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

HOLIDAY

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

REGISTERED APPRENTICES

(1) year terms at the following wages:

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

Supplemental Benefits per hour:

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

Roofer **07/01/2021**

JOB DESCRIPTION Roofer **DISTRICT 9**

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

WAGES

Per Hour: 07/01/2021

Roofer/Waterproofer \$ 45.25
 + \$7.00*

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 28.62

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

	1st	2nd	3rd	4th
	\$ 15.84	\$ 22.63	\$ 27.15	\$ 33.94
		+ 3.50*	+ 4.20*	+ 5.26*

Supplements:

	1st	2nd	3rd	4th
	\$ 3.72	\$ 14.47	\$ 17.84	\$ 21.55

9-8R

Sheetmetal Worker **07/01/2021**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 8**

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

WAGES

Per Hour: 07/01/2021

SheetMetal Worker \$ 44.15
 + 3.37*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:

10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 44.20

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

	1st	2nd	3rd	4th	5th	6th	7th	8th
	\$ 16.36	\$ 18.41	\$ 20.46	\$ 22.51	\$ 24.54	\$ 26.60	\$ 29.12	\$ 31.65
	+ 1.35*	+ 1.52*	+ 1.69*	+ 1.85*	+ 2.02*	+ 2.19*	+ 2.36*	+ 2.53*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

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

8-38

Sheetmetal Worker **07/01/2021**

JOB DESCRIPTION Sheetmetal Worker **DISTRICT 4**

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

WAGES

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

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

SUPPLEMENTAL BENEFITS

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

OVERTIME PAY
 See (A, F, S) on OVERTIME PAGE

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

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

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

SUPPLEMENTAL BENEFITS

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

4-137-SE

Sprinkler Fitter **07/01/2021**

JOB DESCRIPTION Sprinkler Fitter **DISTRICT 1**

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

WAGES

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

SUPPLEMENTAL BENEFITS

Per hour	
Journeyman	\$ 28.09

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 22.67	\$ 25.19	\$ 27.46	\$ 29.98	\$ 32.50	\$ 35.02	\$ 37.54	\$ 40.05	\$ 42.57	\$ 45.09

Supplemental Benefits per hour

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

Teamster - Building / Heavy&Highway **07/01/2021**

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

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

GROUP AA: Tack Coat

GROUP B: Tractor & Trailers (all types).

GROUP BB: Tri-Axle, 14 Wheeler

GROUP C: Low Boy (carrying equipment).

GROUP D: Fuel Trucks, Tire Trucks.

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

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

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

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

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

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

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

WAGES:(per hour)

07/01/2021

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

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

Note: Fuel truck operators on construction sites addit. \$5.00 per day.
 For work on hazardous/toxic waste site addit. 20% of hourly rate.

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

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

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour:
Journeyworker

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

OVERTIME PAY

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

HOLIDAY

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

8-456

Welder

07/01/2021

JOB DESCRIPTION Welder

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2021

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

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

OVERTIME PAY

HOLIDAY

1-As Per Trade

Westchester County Residential

Carpenter - Residential **07/01/2021**

JOB DESCRIPTION Carpenter - Residential **DISTRICT 11**

ENTIRE COUNTIES
 Putnam, Rockland, Westchester

WAGES

***IMPORTANT NOTE: Residential construction consists of those projects involving the construction, alteration, or repair of single-family houses or apartment buildings of no more than four (4) floors in height, town homes, row houses, single family homes, mobile homes, multi-family houses, apartment building of four (4) floors or less and assisted living facilities of four (4) floors or less. Excluding dormitories and student housing. Fours (4) stories shall be above ground level and shall not include the building's basement nor unfinished attic space.

Per hour: 07/01/2021

Carpenter \$ 24.50
+4.98*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 20.81

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
 Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
 Holidays that fall on Sunday will be observed Monday.

REGISTERED APPRENTICES

1 year terms at the following wage rates:

Indentured before July 1 2016

	1st	2nd	3rd	4th
07/01/2021	\$ 15.00 +2.35*	\$ 15.69 +2.35*	\$ 17.15 +2.35*	\$ 19.60 +2.35*

Indentured after July 1 2016

	1st	2nd	3rd	4th	5th
07/01/2021	\$ 15.00 +2.35*	\$ 15.69 +2.35*	\$ 15.93 +2.35*	\$ 17.15 +2.35*	\$ 19.60 +2.35*

*For all hours paid straight or premium

Supplemental Benefits per hour:

Apprentice all terms \$ 10.64

11-279.1r

Insulator - Heat & Frost - Residential **07/01/2021**

JOB DESCRIPTION Insulator - Heat & Frost - Residential **DISTRICT 8**

ENTIRE COUNTIES
 Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

***IMPORTANT NOTE: All residential plumbing, heating and air conditioning and site work in a single-family residence or a single family residential development under one roof, regardless of cost and garden type apartment buildings or developments which do not exceed three stories high.

Per hour: 07/01/2021

Asbestos Worker \$ 45.78

Apprentices	30.07
Fire Stop Work* Asbestos Worker	30.07

* Applies on all exclusive Fire Stop Work (when contract is for Fire Stop Work only). No apprentices on these contracts only.

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 28.23
Apprentice	17.90
Fire Stop Work: Journeyworker	17.90

OVERTIME PAY

OVERTIME: See (B, E, Q, T, V) on OVERTIME PAGE.

HOLIDAY

Paid:..... See (1) on HOLIDAY PAGE.

Overtime:... See (2, 4, 6, 16, 25) on HOLIDAY PAGE.

8-91R

Laborer - Residential **07/01/2021**

JOB DESCRIPTION Laborer - Residential

DISTRICT 8

ENTIRE COUNTIES

Putnam, Westchester

WAGES

***IMPORTANT NOTE: FOR ONE OR TWO STORIES HOUSES, TOWN HOUSES AND RESIDENTIAL BUILDINGS UP TO THREE STORIES.

07/01/2021

Laborer	\$ 33.35
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SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 18.80
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OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

8-235r

Sheetmetal Worker - Residential **07/01/2021**

JOB DESCRIPTION Sheetmetal Worker - Residential

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

***IMPORTANT NOTE: HVAC work on single family dwellings, multiple family housing units, apartments and condominium homes where each individual family apartment is individually conditioned by separate and independent unit or system.

Per hour:

	07/01/2021
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Sheetmetal Worker	\$ 31.90
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+ 1.73

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 \$ 21.73

OVERTIME PAY

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

WAGES - Per hour:

(1/2) year terms at the following rates.

	1st	2nd	3rd	4th	5th	6th	7th	8th
	\$16.76	\$18.32	\$19.88	\$21.40	\$23.28	\$24.99	\$26.96	\$28.65
	+.87	+.96	+1.06	+1.16	+1.26	+1.35	+1.45	+1.55

Supplemental Benefits - Per hour:

1st	\$ 12.83
2nd	13.92
3rd	15.05
4th	16.21
5th	16.96
6th	17.94
7th	18.65
8th	19.65

8-38r

Sprinkler Fitter - Residential

07/01/2021

JOB DESCRIPTION Sprinkler Fitter - Residential

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Per hour

07/01/2021

Sprinkler \$ 37.71
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyman \$ 28.09

OVERTIME PAY

See (B, H) 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.

1-669r2

Overtime Codes

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

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

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

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

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

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

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

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

(29) Juneteenth



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

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	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	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		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025

Article 8

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		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINSVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINSVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTING AND CARMODY CONTRACTING CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****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	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022

Article 8

DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL	*****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	NYC	*****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	*****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023

Article 8

DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
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	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	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	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****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	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		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		KATIE BURDICK		2238 BAKER RD GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023

Article 8

DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL	*****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022

Article 8

DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
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	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 ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	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	****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	01/30/2018	01/30/2023
DOL	AG	****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	****9148	RICHARD TIMIAN	RICH T CONSTRUCTION	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023

Article 8

DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RDPOMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	NYC	****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023

Article 8

DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****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	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHELEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTIN G, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****5732	COMMERCIAL BUILDING MAINTENANCE CORPORATION		65 BILTMORE DR MASTIC BEACH NY 11951	03/14/2022	03/14/2027
DOL	NYC		DAVID PARSONS		200 OAK DR SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		DENNIS DAN OGBEIDE		P.O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****5067	DENOG PROTECTIVE SECURITY SERVICES INC		P. O BOX 50028 BRONX NY 10458	04/24/2018	04/24/2023
DOL	DOL	*****9060	PEC GROUP OF N.Y., INC.		9.35 S LAKE BLVD SUITE 7MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		RUSSELL NEEDHAM		532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027
DOL	DOL	*****7007	SHOREFRONT MENTAL HEALTH BOARD	BROOKLYN BRIGHT	532 NEPTUNE AVENUE BROOKLYN NY 11224	01/12/2022	01/12/2027

GENERAL SPECIFICATIONS
GENERAL CONDITIONS

	<u>Page</u>
101. Definitions	J-2
102. Superintendence by Contractor	J-3
103. Subcontracts.....	J-3
104. Other Contracts	J-3
105. Fitting and Coordination of the Work	J-4
106. Mutual Responsibility of Contractor	J-4
107. Progress Schedule.	J-4
108. Payments to Contractor	J-5
109. Changes in the Work	J-6
110. Changes in Subsurface Conditions.	J-8
111. Claims for Extra Cost.....	J-8
112. Termination; Delays and Extensions; and Liquidated Damages	J-9
113. Assignment or Novation.....	J-11
114. Engineer's Authority.	J-11
115. Technical Specifications and Contract Drawings.....	J-12
116. Shop Drawings.....	J-12
117. Requests for Supplementary Information	J-13
118. Materials and Workmanship	J-13
119. Samples, Certificates and Tests	J-14
120. Permits and Codes	J-16
121. Care of Work	J-17
122. Accident Prevention	J-18
123. Sanitary Facilities.....	J-18
124. Use of Premises	J-19
125. Removal of Debris, Cleaning, Etc.....	J-19
126. Inspection/Acceptance of the Work	J-19
127. Review by Client	J-20
128. Final Inspection.....	J-20
129. Deductions for Uncorrected Work	J-21
130. Insurance	J-21
131. Patents.....	J-24
132. Warranty of Title	J-24
133. General Guarantee	J-24
134. Arbitration and Litigation	J-24
135. Risk of Loss.	J-24
136. Required Provisions Deemed Inserted.	J-25
137. Corrections	J-25
138. Safety Provisions.	J-25
139. Night Work, Sundays and Holidays.	J-26
140. Obstructions Encountered	J-26
141. Existing Utilities, Structures and Fixtures	J-26
142. Control of Existing Flows	J-27
143. Sewage, Surface, Groundwater and Flood Flows	J-27
144. Connecting to Existing Work.	J-28
145. Existing Improvements.	J-28
146. Access to Site.	J-28
147. Access to Adjacent Properties.....	J-29
148. Use of Roadways.....	J-29
149. Snow Removal.....	J-29
150. Weather Conditions/Work in Freezing Weather.....	J-29
151. Intoxicating Liquors.....	J-30
152. Blasting	J-30
153. Indemnity Clause.....	J-31

154. Disputes	J-31
155. Pre-Construction Conference	J-31
156. Preservation of Natural Features	J-31
157. Lien Release	J-31
158. Project Completion	J-31
159. Final Acceptance	J-31

GENERAL CONDITIONS

Note: The headings of the articles herein are intended for the convenience of reference only and shall not be considered as having any bearing on their interpretation.

101. DEFINITIONS

Whenever used in any of the Contract Documents, the following meanings shall be given to the terms herein defined:

- a. The term "Contract" means the Contract executed by the Client and the Contractor.
- b. The term "Local Public Agency" or "Agency" or "Client" or "Owner" means **Village of Tarrytown, New York** which, is authorized to undertake this Contract.
- c. The term "Contractor" means the person, firm or corporation entering into the Contract with the Client to perform and complete the work involved in this Contract.
- d. The term "Subcontractor" means a person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with the Contractor.
- e. The term "Project Area" means the site of the **Village of Tarrytown, DOWNTOWN STREETSCAPE IMPROVEMENTS**, within which are the specified contract limits of the work to be performed in whole or in part under this Contract.
- f. The term "Engineer" or "Landscape Architect" means Westchester County **Design Staff**, and Engineer in charge, serving the Client with engineering services, its successor, or any other person or persons, employed by said Client for the purpose of administrating the work embraced in this Contract, the said Engineer acting directly or indirectly through any assistant.
- g. The term "Local Government" or "Municipality" or "City" means the **Village of Tarrytown**, within which the Project Area is situated.
- h. The term "Contract Documents" means and shall include the Documents listed in Article 3 of the Agreement.
- i. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.
- j. The term "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of workmanship required, measurement and payment.
- k. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
- l. The term "Contract Documents" means and shall include the documents listed in Section D, Article 3 (Agreement).
- m. The term "Drawings" or "Contract Drawings" means the drawings listed in the Schedule of Drawings.

- n. The term "Specifications" or "Technical Specifications" or "Supplemental Technical Specifications" means that part of the Contract Documents which describes, outlines and stipulates, the quality of materials to be furnished, the quality of Workmanship required, measurement and payment.
- o. The term "Addendum" or "Addenda" means any changes, revisions or clarifications of the Contract Documents which have been duly issued by the Client to prospective Bidders prior to the time of receiving Bids.
- p. The term "Bid Due Date" means the date and time set forth in the Instruction to Bidders for the receipt of Bids, or any extension or adjournment of said date and time by the Authority/Company. The rights and obligations of the Bidders pursuant to the pertinent provisions in the Instructions to Bidders shall be effective as of that date and time only.
- q. The term "Work" means the Work and materials specified and the obligations imposed upon the Contractor under the Contract.

102. SUPERINTENDENCE BY CONTRACTOR

- a. Except where the Contractor is an individual and gives its personal superintendence to the work, the Contractor shall provide a competent superintendent, satisfactory to the Client and the Client's Engineer, for the work at all times during working hours with full authority to act for him. The Contractor shall also provide an adequate staff for the proper coordination and expediting of its work. Should, in the opinion of the Engineer, any language barrier exist between the superintendent and the Engineer, the Contractor will employ a qualified interpreter.
- b. Unless otherwise specified in the SPECIAL CONDITIONS, the Contractor shall lay out its own work including all surveys required and the Contractor shall be responsible for all work executed by him under the Contract. The Contractor shall verify all figures, elevations, etc. before proceeding with the work and will be held responsible for any error resulting from its failure to do so.

103. SUBCONTRACTS

- a. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until it has submitted a Non-Collusive Affidavit from the Subcontractor on the form shown in the "Invitation for Bids, Instructions and Forms" and has received written approval of such Subcontractor from the Owner. Unless specifically permitted otherwise, the Contractor shall perform with its own organization and with the assistance of workmen under its immediate superintendence work amounting to not less than 50 percent of the original total Contract value for the project, exclusive of specialty items not commonly found in contracts for similar work or which require highly specialized knowledge, craftsmanship or equipment, not ordinarily available in the organization of contractors performing work of the character embraced in this Contract. Specialty items, if any, shall be specified elsewhere.
- b. The Contractor shall not execute an agreement with any Subcontractor or permit any Subcontractor to perform any work included in this Contract until it has submitted a "Certification by Proposed Subcontractor Regarding Equal Employment Opportunity" in the form shown in the "Invitation for Bids, Instructions and Forms".
- c. No proposed Subcontractor shall be disapproved by the Client except for cause.
- d. The Contractor shall be as fully responsible to the Client for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by him.

e. The Contractor shall cause appropriate provision to be inserted in all Subcontracts relative to the work to require compliance by each subcontractor with the applicable provisions of the Contract for the work embraced in this Contract.

f. Nothing contained in the Contract shall create any contractual relation between any Subcontractor and the Client.

104. OTHER CONTRACTS

The Client reserves the right to let other Contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and/or coordinate its work with theirs.

The Client may award, or may have awarded Contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling its own work with that to be performed under other Contracts as may be directed by the Client. The Contractor shall not permit or commit any act which will interfere with the performance of work by another Contractor as scheduled.

Wherever work being done by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Client, to secure the completion of the various portions of the work in general harmony.

105. FITTING AND COORDINATION OF THE WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, Subcontractors or materialmen engaged upon this Contract. The Contractor shall be prepared to guarantee to each of its Subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work. The Contractor shall, at its own expense, effect all cutting, fitting, or patching of its work required to make the same conform to the Contract Drawings and Specifications and, except with the consent of the Client, not to cut or otherwise alter the work of any other Contractor.

106. MUTUAL RESPONSIBILITY OF CONTRACTOR

If, through acts or neglect on the part of the Contractor, any other Contractor or Subcontractor shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or Subcontractor by agreement or arbitration, if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Client on account of any damage alleged to have been so sustained, the Client will notify the Contractor, who shall defend at its own expense any suit based upon such claim, and, in any judgment or claims against the Client shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith and will in all other respects, including, but not limited to attorney's fees and court costs, hold harmless the Client.

107. PROGRESS SCHEDULE

The Contractor shall (unless a Pre-Award Progress Schedule has been submitted and approved) submit within five (5) calendar days after execution of the Agreement, a carefully prepared realistic Progress Schedule showing the proposed dates of starting and completing of each and every item of work on each and every section of work in accordance with these Specifications and the SPECIAL CONDITIONS (PROGRESS SCHEDULE) if applicable to this specific Contract. The Progress Schedule shall include as a minimum:

- 1) The project name, number, (if any) and geographic location.

- 2) The contract time, contract beginning date, ending date and periods of shutdown, if any.
- 3) A listing of all items of work with the estimated contract cost, percentage of the total contract and periods of activity noted for each segment of the project.
- 4) The total estimated contract cost for each segment of the work and its percentage of the total contract.
- 5) The schedule will generally be set up along the following guidelines unless otherwise stated in the SPECIAL CONDITIONS under "PROGRESS SCHEDULE":
 - a. From intersection to intersection along a street or from station to station along the project. This will apply in street construction, utility construction or other LINEAR projects.)
 - b. By floor and/or room and trade. (This will generally apply in structures.)
 - c. For large area projects such as site work by SUB-AREA.

The initial requisition will not be approved for payment until said schedule is submitted. Said schedule will be revised or updated monthly unless otherwise permitted by the Engineer. No monthly payments will be approved without a revised/updated monthly Progress Schedule approved by the Engineer.

The Progress Schedule shall show the plan of construction and the proposed method of carrying out this work including a full statement of the equipment to be used. If the SPECIAL CONDITIONS include a "SEQUENCE OF OPERATIONS" and/or "WORK BY OTHERS", all operations referred to therein, together with any and all other operations critical to the timing of this project, shall be included in, proper sequence in the Progress Schedule.

108. PAYMENTS TO CONTRACTOR

1. Partial Payments

a. The Contractor shall prepare its requisition for partial payment as of the last day of the month and submit it, with the required number of copies, to the Engineer for its approval. The amount of the payment due the Contractor shall be determined by adding to the total value of work completed to date, the value of materials properly stored on the site and deducting five percent (5%) of the total amount, to be retained until final payment. The total value of work completed to date shall be based on the in-field measurements & estimated quantities of work completed and on the unit prices contained in the Agreement. The value of materials properly stored on the site shall be based on the estimated quantities of such materials and the invoice prices as evidenced by a supplier's receipted invoice. Copies of all invoices shall be available for inspection of the Engineer.

b. Monthly or partial payments made by the Client to the Contractor are monies advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and it shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Client to require the fulfillment of all terms of the Contract and the delivery of all improvements embraced in this Contract complete and satisfactory to the Client in all details.

2. Final Payment

a. After final inspection and acceptance by the Client and approval of Engineer of all work under the Contract, the Contractor shall prepare its requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices stipulated in the Agreement. The total amount of the final payment due the Contractor under this Contract shall be the amount computed as described above less all previous payments. Final payment to the Contractor shall be made subject to its furnishing the Client with a release in satisfactory form of all claims against the Client arising under and by virtue of its Contract, other than such claims, if any, as may be specifically excepted by the Contractor from the operation of the release as provided elsewhere herein.

b. The Client, before paying the final estimate, may require the Contractor to furnish releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the Project) and services to the Contractor, if the Client deems the same necessary in order to protect its interest. The Client, however, may if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract.

c. Withholding of any amount due the Client under the section entitled "LIQUIDATED DAMAGES" under SPECIAL CONDITIONS, shall be deducted from the final payment due the Contractor.

3. Withholding Payments

The Client may withhold from any payment otherwise due the Contractor so much as may be necessary to protect the Client and if it so elects may also withhold any amounts due from the Contractor to any Subcontractors or material dealers, for work performed or material furnished by them. The foregoing provisions shall be construed solely for the benefit of the Client and will not require the Client to determine or adjust any claims or disputes between the Contractor and its Subcontractors or material dealers, or to withhold any monies for their protection unless the Client elects to do so. The failure or refusal of the Client to withhold any monies from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

4. Payments Subject to Submission of Certificates

Each payment to the Contractor by the Client shall be made subject to submission by the Contractor of all written certifications required of him and its Subcontractors by the Section entitled CONTRACTOR'S CERTIFICATES under the GENERAL CONDITIONS.

109. CHANGES IN THE WORK

a. The Client may make changes in the Work required to be performed by the Contractor under the Contract by making additions thereto, or by omitting Work therefrom, without invalidating the Contract. Any change order requires written approval from Westchester County and the Division.

b. Except for the purpose of affording protection against any emergency endangering life or property, the Contractor shall make no change in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Client authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

c. The Contractor agrees to perform any of the aforementioned changed Work, along with all other required Work found under the Contract, without delay and in accordance with good construction practices.

d. These changes outlined above may be made without relieving or releasing the Contractor from any of its obligations under the Contract provisions, and without affecting the validity of the guarantee bonds, and without relieving or releasing the surety or sureties of said bonds. All such Work shall be executed under the terms of the original Contract unless it is provided otherwise.

e. All adjustments to the Contract payment provisions will be made in accordance with the following paragraphs.

f. If applicable unit prices are contained in the Contract (established as a result of either a Unit Price Bid or a Supplemental Schedule of Unit Prices), the Owner may order the Contractor to proceed with desired changes in the Work, the value of such changes to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. However, if the quantities are more than 125% of the estimated amount, then the following paragraph shall apply.

g. If applicable unit prices are not contained in the Agreement or the actual quantities exceed 125% of the estimated amount, the Client shall, before ordering the Contractor to proceed with desired changes, request an itemized proposal from it covering the Work involved in the change after which the procedure shall be as follows:

1. If the change in the Work involves additional Work, the procedure shall be as follows:

a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance herewith for acceptance by the Contractor; or

b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Client may order the Contractor to proceed with the Work on a Cost-Plus-Limited Basis. A Cost-Plus-Limited Basis is defined as the net cost of the Work to the Contractor plus an allowance to cover overhead and profit, as stipulated below, the total cost not to exceed a specified amount. The following allowances for overhead and profit are hereby established as reasonable and shall apply:

i.) Fifteen percent (15%) of the net cost of all labor furnished by the Contractor. For all labor the Contractor shall receive the rate of wage actually paid as shown by its certified payroll, which shall be at least the minimum rate established by the Contract Documents. For all foremen in direct charge of the Work, the Contractor shall receive the actual wage paid the foremen, as shown on its certified payroll. No part of the salary or expense of anyone above the grade of foreman and having general supervision of the Work will be included in the labor item.

ii). For the cost of all insurance and taxes imposed by law on labor employed on the Work, the Contractor shall receive the actual amount paid.

iii). Fifteen percent (15%) of the net cost of all materials used by the Contractor, less any allowable cash discounts, delivered on the Work, including delivery charges as shown by original receipted bills.

iv). Rental rates for any power operated machinery, trucks or equipment, which may be found necessary to use on Cost-Plus-Limited Work shall be negotiated between the Engineer and the Contractor. These rates shall be reasonable and shall be based on those rental rates prevailing in the area where such Work is to be done, and they shall be agreed upon in writing before the Work is begun. In no case shall the rental rates exceed the rates set up in the current edition of the "Associated Equipment Distributors Compilation of Rental Rates for Construction Equipment." Those rates shall include all repairs, fuel, lubricants, taxes, insurance, depreciation, storage and all

attachments complete, ready to operate, but excluding operators. Operators and oilers (tenders) shall be paid as stated herein above for labor.

No percentage for overhead and profit shall be added to the amounts of equipment rental prices agreed upon, the price agreed upon shall be the total compensation allowed for use of such equipment.

2. If the change in the Work requires a reduction in the Work involved, the procedure shall be as follows:

- a.) If the proposal is acceptable, the Client will prepare the Change Order in accordance therewith for acceptance by the Contractor; or
- b.) If the proposal is not acceptable and prompt agreement between the two parties cannot be reached, the Engineer shall fix the cost value of the credit.

The Client may then order the Contractor to proceed with the Work. Should the Contractor disagree with the cost value of the credit as fixed by the Engineer, the Contractor may appeal the same in accordance with the procedures outlined in the GENERAL CONDITIONS, ARBITRATION AND LITIGATION.

3. Each Change Order shall include in its final form:

- a.) A detailed description of the change in the Work.
- b.) The Contractor's proposal (if any) or a confirmed copy thereof.
- c.) A definite statement as to the resulting change in the Contract price and/or time.
- d.) The statement that all Work involved in the change shall be performed in accordance with Contract requirements except as modified by the Change Order.

4. Contractor shall not take advantage of any obvious error in the specifications or any such error in the drawings or other Contract Documents. Any obvious error or discrepancy in or between any of the Contract Documents will be immediately reported to the Engineer who shall make such corrections and interpretations as may be deemed necessary for the completion of the Work in a satisfactory and acceptable manner.

110. CHANGES IN SUBSURFACE CONDITIONS

In the event the Contractor shall, during the process of the work, encounter subsurface conditions (other than seasonal variations) which materially differ from those shown on or implied by the Contract Drawings or Specifications, and if said conditions could not reasonably have been foreseen by an inspection of the site prior to the Bid, and, further, if these changed subsurface conditions cause a loss to the Contractor, the Contractor shall be entitled to submit a request for additional compensation in accordance with "Claims for Extra Cost" of the General Conditions. The Contractor shall not be entitled to submit a request for additional compensation for changed subsurface conditions which vary seasonally, including but not limited to groundwater rise and fall, freezing/frost, etc.

Notice of the changed condition must be given to the Client and its Engineer as soon as the event occurs, so that the Client will have an opportunity to investigate the same and make any alteration which, in the sole discretion of the Client may be necessary. Such notice is a material condition which must be adhered to by the Contractor.

Prior to the Engineer or Client giving any consideration to the Contractor's request for additional compensation, the Contractor shall be obligated to submit a detailed description of the change.

The Engineer shall investigate the facts and shall notify the Client whether the conditions are or are not materially different from those shown or implied by the Contract Drawings or Specifications. The Client shall then notify the Contractor of its decision.

In the event of a favorable decision by the Client the Contractor shall be entitled to additional compensation and the amount of the additional compensation shall be determined in accordance with the provisions of the GENERAL CONDITIONS, CHANGES IN THE WORK.

In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

111. CLAIMS FOR EXTRA COST

a. All claims between the parties, including all claims for additional compensation and/or additional time, arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS, shall within ten (10) days of the event or action giving rise to the claim be presented to the Engineer. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claim in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any claim or dispute to delay the work.

b. As soon as practicable after the final submission of all information the Client shall make a determination of any claim. Said decision of the Client shall be a condition precedent to any further action on the claim. However, upon certification in writing by the claimant that the claim has been submitted in its final form, the Client shall be obliged to render a decision on said claim within sixty (60) days of the date of said certification. Should the Client fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. There shall be no added compensation paid for delay to the Contractor unless the Client causes said delay by a material breach of this Contract and compliance with the foregoing notice provisions shall be a condition precedent to the prosecution of any such claim. In any claim for delay except for "Excusable Delays and Extensions of Time" as defined in the GENERAL CONDITIONS SECTION "TERMINATION"; "DELAYS AND EXTENSIONS"; "LIQUIDATED DAMAGES" wherein it is alleged that the Contractor's equipment was caused to remain idle, only one-half of the prevailing rental rates for use of said equipment will be considered as damages for idled equipment in order to allow for the absence of fair wear and tear, which is allowed for in prevailing rental rates for equipment usage.

d. Claims for additional compensation for extra work, due to alleged errors in ground elevations, contour lines, or bench marks, will not be considered unless accompanied by certified survey data, made prior to the time the original ground was disturbed, clearly showing that errors exist which resulted, or would result, in handling more material, or performing more work, than would be reasonable estimated from the Drawings and maps issued.

e. If, on the basis of the available evidence, the Client determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall be as provided in Sections- "CHANGES IN THE WORK" or "TERMINATIONS; DELAYS AND EXTENSIONS; LIQUIDATED DAMAGES" of the GENERAL CONDITIONS, PART I.

f. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provisions of this Contract.

112. TERMINATION; DELAYS AND EXTENSIONS: LIQUIDATED DAMAGES

1. Termination of Contract. For its own convenience the Client may, at any time prior to the issuance of a Notice to Proceed, void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Contractor and in the event of such avoidance the Client will not be liable to the Contractor for any claims or losses, including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

At any time subsequent to the Notice to Proceed the Client may, at its own convenience, terminate the Contract by giving unequivocal and unconditional written notice of such termination to the Contractor. In the event of such termination by the Client, the Client shall be responsible to the Contractor for the following monies only, which monies shall be subject to legitimate charges of the Client against the Contractor:

- a. All reasonable costs incurred by the Contractor in performance of or in anticipation of performance of the Contract provided the Contractor shall take all reasonable steps to mitigate such damages including the return and/or re-sale of materials ordered; and
- b. A mark-up of 10% for profit and 10% for overhead on the reasonable cost of the work completed and in place, in accordance with the Contract Drawings and Specifications, to the date of termination. The Contractor shall remain responsible for the work completed, in accordance with the Contract provisions.

Should any work under this contract be subject to, or terminated by the action of any third party, governmental unit or court due to any ecological or other reason the rights of the Contractor to recover from the Owner shall be determined as set forth above.

The Client may give notice in writing to the Contractor and its Surety of any material breach of the Contract by the Contractor to include but not be limited to any of the following:

- a. Failure to begin the work under the Contract within the time specified.
- b. Failure to perform the work with sufficient workmen, equipment or materials to insure the prompt completion of said work.
- c. Unsuitable performance of the work or failure to perform new such work as shall be rejected as defective and unsuitable.
- d. Neglecting or refusing to remove material rejected as defective and unsuitable.
- e. Discontinuing the suitable prosecution of the work for a period of 72 hours, excluding Sundays and holidays without written authorization of the Engineer.
- f. Failure to commence discontinued work within 48 hours after notice to resume (excluding Sundays and holidays).
- g. Becoming insolvent or declared bankrupt, or commits any act of bankruptcy or insolvency.
- h. Allowing any final judgment to stand against him unsatisfied for a period of ten (10)

calendar days.

- i. Making any assignment for the benefit of creditors.
- j. Violating any covenants contained in the Contract Documents.

The Contractor or Surety within a period of ten (10) calendar days after such notice shall take all practical action to correct said material breach. Should said action fail to meet with the approval of the Client, the Client may, at its discretion, order the Surety to complete the work or, without violating the Contract, take the prosecution of the work out of the hands of said Contractor and Surety.

The Client may appropriate or use any or all materials and equipment on the ground as may be suitable and acceptable and may enter into an agreement, either by negotiation or public letting, for the completion of said Contract according to the terms and provisions thereof, or use such other methods or combinations thereof, as in its opinion shall be required or desirable for the completion of said Contract in an acceptable manner. All costs and charges incurred by the Client together with the cost of completing the work under Contract, shall be deducted from any monies due or which may become due said Contractor. In case such expense shall exceed the sum which would have been payable under the Contract, then the Contractor and the Surety shall be liable and shall pay to the Client the amount of said excess.

2. Excusable Delays and Extensions of Time. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work due:

- a. To any acts of the Government, including equipment, tools, or by labor by reason of war, National Defense or any other national emergency.
- b. To any acts of the Client, its Engineer or Agents; or injunction or litigation against said Client.
- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other Contract with the Client, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and
- d. To any delay of any Subcontractor occasioned by any of the causes specified in subparagraphs 1, 2 and 3 of this paragraph "b".

Provided, however, that the Contractor promptly notify the Client within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Client shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this Contract, the delay is properly excusable, the Client shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

No claim for damages or any claim other than for an extension of time as herein provided shall be made or asserted against the Client by reason of any delay.

3. Liquidated Damage for Delay If the work is not completed within the time stipulated in Section - TIME FOR COMPLETION/NOTICE TO PROCEED under SPECIAL CONDITIONS, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Client as fixed, agreed, and liquidated damages (it being impossible to determine the actual damages occasioned by the delay) for each calendar day of delay, until the work is completed, the

amount as set forth in Section - LIQUIDATED DAMAGES under SPECIAL CONDITIONS and the Contractor and its sureties shall be liable to the Client for the amount thereof.

113. ASSIGNMENT OR NOVATION

The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities or responsibilities under this Contract without the written consent of the client provided, however, that assignments to banks, trust companies, or other financial institutions may be made without the consent of the Client.

No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered and materials, tools and equipment supplied for the performance of the work under this Contract in favor of all persons, firms or corporations rendering such labor or services or supplying such materials, tools or equipment.

114. ENGINEER'S AUTHORITY

The Engineer will decide all questions which may arise in relation to the work and the construction thereof. The Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract, the determination or decision of the Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.

115. TECHNICAL SPECIFICATIONS AND CONTRACT DRAWINGS

Anything mentioned in the Technical Specifications and not shown on the Contract Drawings or shown on the Contract Drawings and not mentioned in the Technical Specifications shall be of like effect as if shown on or mentioned in both. In case of difference between the Contract Drawings and Technical Specifications, the Technical Specifications shall govern. In case of any discrepancy in the Contract Drawings or Technical Specifications, the matter shall be immediately submitted to the Client without whose decision, said discrepancy, shall not be adjusted by the Contractor. If said discrepancy is adjusted by Contractor without Client consent, it shall be at Contractor's own risk and expense.

116. SHOP DRAWINGS

a. All required shop drawings, machinery details, layout drawings, working drawings, material and equipment descriptions, etc., shall be submitted to the Engineer in six (6) copies for review sufficiently in advance of requirements to afford ample time for checking, including time for correcting, resubmitting and rechecking if necessary. Four (4) weeks should be allowed for checking from the date of receipt by the Engineer. The Contractor, with the approval of the Engineer, may submit manufacturer's literature as a substitute for, or supplement to, the shop drawings, etc. The minimum size for any submission shall be 8-1/2" x 11" and the maximum size shall be the size of the Contract Drawings. All shop drawings, etc. and/or printed matte submitted shall be properly identified by project and specific application with reference to Contract Drawing number and specification items.

b. No construction, purchase, delivery, installation or work shall be done or made on any part or feature of this Contract which is dependent upon shop drawing review, until such review has been received from the Engineer. If the Contractor proceeds without reviewed shop drawings, it shall be at its own risk. No claim by the Contractor, for extension of the Contract time will be granted by reason of its failure in this respect. See also "Shop Drawing Schedule" if one is listed in the Special Conditions.

c. Shop drawings, etc., or printed matter shall give all dimensions, sizes, etc. to enable the Engineer to determine suitability of the construction, installation, material or layout for the purposes intended. Where needed for clarity, the drawings shall include outline, sectional views and detailed working dimensions and designations of the kind of material, machine work, finish, etc., required. The drawings to be submitted shall be coordinated by the Contractor with any other drawings previously reviewed, with the design and function of any equipment or structure and the Contract Drawings.

d. **Any shop drawings, etc., submitted without the Contractor's stamp of approval will not be considered and will be returned to the Contractor for proper resubmission.** By approving and submitting shop drawings, etc., the Contractor thereby represents that it has determined and verified all field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so and that it has checked and coordinated each shop drawing, etc. with the requirements of the work and of the Contract Documents.

e. If any drawings show variations from the requirements of the Contract because of standard shop practice and/or other reasons, the Contractor shall make specific mention of such variation in its letter of transmittal in order that, if acceptable, suitable action may be taken for proper adjustment of the contract price and/or time; otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the Contract even though the drawings have been reviewed.

f. After review, the submittals will be stamped "No Exceptions Taken," "Make Corrections Noted," "Amend and Resubmit" or "Rejected - See Remarks." Three (3) prints of "No Exceptions Taken" or "Make Corrections Noted" drawings will be returned to the Contractor for its use and distribution to its suppliers and/or Subcontractors. In the case of those stamped "Amend and Resubmit" or "Rejected - See Remarks," two (2) prints will be returned to the Contractor who shall make all indicated corrections and resubmit six (6) prints.

g. In any submission which is noted as "No Exceptions Taken" or "Make Corrections Noted", the review shall not extend to details or dimensions and shall not relieve the Contractor from its responsibility for compliance with the Contract Drawings and Specifications.

h. When the Contractor proposes a revision to a previously submitted shop drawing, etc., six (6) copies shall be resubmitted for review. This resubmittal shall clearly indicate, in a revision block, the date, description and location of the revision. The letter of transmittal shall state the reasons for the revision.

i. The Contractor shall furnish as many copies of the submittals as is necessary for the proper coordination of the work, and shall maintain a complete set of the reviewed submissions at the site of the work at all times.

j. Upon the final acceptance of the project, the Contractor shall, on request, furnish the Client with a complete set of shop drawing tracings or reproducible cloth reproductions of the shop drawing tracings.

There will be no direct payment made for any of the above submittals, or reproducible drawings if required, but the cost there of shall be considered as included in the general cost of the work.

117. REQUESTS FOR SUPPLEMENTARY INFORMATION

It shall be the responsibility of the Contractor to make timely requests of the Client for any additional information not already in its possession which should be furnished by the Client under

the terms of this Contract, and which it will require in the planning and execution of the work. Such requests may be submitted from time to time as the need is approached, but each shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Each request shall be in writing, and list the various items and latest date by which each will be required by the Contractor. The first list shall be submitted within two (2) weeks after Contract award and shall be as complete as possible at that time. The Contractor shall, if requested, furnish promptly any assistance and information the Engineer may require in responding to these requests of the Contractor. The Contractor shall be fully responsible for any delay in its work or to others arising from its failure to comply fully with the provisions of this Section.

118. MATERIALS AND WORKMANSHIP

a. Unless otherwise specifically provided for in the Technical Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for the purpose. Where equipment, materials, articles or workmanship are referred to in the Technical Specifications as "equal to" any particular standard, the Engineer shall decide the question of equality.

b. All work performed and all materials furnished shall be, in conformity with the lines, grades, cross sections, dimensions and material requirements, including tolerances shown on the Contract Drawings or indicated in the Specifications.

c. The Contractor shall furnish to the Client for approval the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which it contemplates installing together with full information as to type, performance characteristics and all other pertinent information as required, and shall likewise submit for approval as required full information concerning all other materials or articles which it proposes to incorporate in the work. (See Section - SAMPLES, CERTIFICATES AND TESTS under GENERAL CONDITIONS, PART I.)

d. Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejection.

e. Materials specified by reference to the number or symbol of a specific standard, such as an American Society for Testing Materials Standard, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Technical Specifications, shall have full force and effect as though printed therein.

f. The Contractor shall employ only competent and skillful men to do the work and whenever the Engineer shall notify the Contractor, in writing, that any man on the work is, in its opinion, incompetent or disorderly, the Contractor shall forthwith remove such person and shall not again employ him on any part of the work without the written consent of the Engineer.

g. The Client may stop any work or any part of the work under the Contract if the methods or conditions are such that unsatisfactory work might result, if improper materials or workmanship is being used, or unsafe conditions exist.

h. In the event the materials furnished or the work deviates from the requirements of the Contract Drawings and Specifications, but, in the opinion of the Client constitutes substantial performance, the Client may accept the same. Should the deviation in question result in a savings to the Contractor, the Client will be entitled to a credit in the full amount of said savings. Should the deviation in question result in an additional cost to the Contractor the Client will not be liable to the Contractor for such additional cost.

If the materials or the finished product in which the materials are used or the work performed are not in conformity with the Contract Drawings and Specifications and have resulted in an inferior or unsatisfactory product, the work and materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor.

119. SAMPLES, CERTIFICATES AND TESTS

a. The Contractor shall submit all samples, materials, certified test reports, materials certificates, certificates of compliance, affidavits, etc., as called for in the Contract Documents or required by the Engineer, promptly after award of the Contract and acceptance of the Contractor's bonds. No such materials and/or equipment, etc., shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples/certificates/tests/etc., have been approved in writing by the Engineer. Any delay in the work caused by late or improper submission of the above for approval shall not be considered just cause for an extension of the Contract time.

b. Samples: Unless otherwise specified, the Contractor shall furnish the required samples without charge, and shall provide every facility for the securing of material samples. The Contractor shall provide means and assist in the verification of all scales, measures and other devices which it operates. Samples to be submitted shall be taken by the Engineer or a laboratory approved by the Client, unless otherwise specified. All materials being used shall be subject to resampling and testing at any time during their preparation and/or use.

All samples submitted by the Contractor shall be properly identified to include, but not be limited to, the project name, project number, item number and description of material, name of the producer, place of origin, and other detailed information which will assist the Engineer passing upon the acceptability of the sample. Certified test reports, materials certificates and/ or certificates of compliance required to be submitted with the samples or if permitted in lieu of samples, shall conform to the requirements stated hereafter.

c. Certified Test Report: A certified test report shall be a document containing a list of the dimensional, chemical, metallurgical, electrical and physical results obtained from an actual test of the materials involved, and shall certify that the materials meet the requirements of the Contract Drawings and Specifications, and shall also include the following information:

- (1) Item number and description of material
- (2) Date of manufacture
- (3) Date of testing
- (4) Name of organization to whom the material signed
- (5) Quantity of material represented, such as batch, lot, group, etc
- (6) Means of identifying the consignment, such as label, marking, lot number, etc
- (7) Date and method of shipment and
- (8) Name of organization performing tests.

The certified test report shall be signed by an authorized and responsible agent for the organization manufacturing the material, and it shall be notarized.

d. Materials Certificate. A materials certificate shall be a document certifying that the materials, components and equipment furnished, conform to all requirements of the Contract Drawings and Specifications, The document shall also include the following information:

- (1) Project to which the material is consigned.
- (2) Name of Contractor to whom material is supplied.

- (3) Item number and description of material.
- (4) Quantity of material represented by the certificate.
- (5) Means of identifying the consignment, such as label, marking, lot numbers, etc.
- (6) Date and method of shipment.

The materials certificate shall be signed by an authorized and responsible agent for the organization supplying the material, and it shall be notarized.

e. Certificate of Compliance. A certificate of compliance shall be a document certifying that the materials, components and equipment by the previously submitted certified test report and materials certificate, have been installed in the work and that they conform to all the requirements of the Contract Drawings and Specifications. The following information shall also be required on the document:

- (1) Project number.
- (2) Item number and description of material.
- (3) Quantity represented by the certificate.
- (4) Name of manufacturer.

The certificate of compliance shall be signed by an authorized and responsible agent for the prime Contractor, and shall be notarized.

f. Tests. Tests as required by the Specifications will be made in accordance with the latest revision to the Standard Method of American Association of State Highway Officials or the American Society for Testing and Materials in effect at the time of bidding, unless otherwise specified on the Contract Drawings or Special Conditions. Representative preliminary samples of the material proposed for use shall be submitted, without charge, by the Contractor or producer for examination and tested in accordance with specified methods. All materials being used are subject to test or rejection at any time during their preparation and use.

Materials will be rejected by the Engineer whenever, in its judgment, they fail to meet the requirements of the specifications.

The Client reserves the right to retest all materials which have been tested and accepted at the source of supply, after the same have been delivered, and to reject all materials which, when retested, do not meet the requirements of the specifications.

g. Approval/Acceptance. Approval of any materials shall be general only and shall not constitute a waiver of the Client's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such check tests made as it deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable.

The Engineer may accept a material or combination of materials and therefore waive noncomplying test results provided that all of the following conditions are met:

1. Results of prior and subsequent series of tests of the material or materials from the same source or sources are found satisfactory.
2. The incidence and degree of nonconformance with the specification requirements are, in the Engineer's judgment within reasonable and particle limits.
3. The Contractor has diligently exercised material controls consistent with good practices in the Engineer's judgment.
4. No adverse effect on the value or serviceability of the completed work could result.

h. Costs. Except as otherwise specifically stated in the Contract, the costs of sampling and testing will be divided as follow:

- (1) The Contractor shall furnish without extra cost, including packing and delivery charges, all samples required for testing purposes, except those samples taken on the project by the Engineer and the Client shall pay all other testing costs of said samples.
- (2) The Contractor shall assume all costs of retesting materials which fail to meet Contract requirements.
- (3) The Contractor shall assume all costs of testing materials offered in substitution for those found deficient or for those specified.

120. PERMITS AND CODES

a. The Contractor shall give all notices required by and shall observe and comply with all Federal and State laws and Local bylaws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders or decrees as may exist at present and those which may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall indemnify and save harmless the Client and all of its representatives, against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree, whether by himself or its employees. All construction, work and/or utility installations shall comply with all applicable ordinances and/or codes including any and all written waivers thereto.

Before commencing any work, the Contractor shall examine the Contract Drawings and Specifications for compliance with applicable ordinances, codes, etc., and shall immediately report any discrepancy to the Client. Where the requirements of the Contract Drawings and Specifications fail to comply with such applicable ordinances, codes, etc., the Client will adjust the Contract by Change Order to conform to such ordinances, codes, etc., (unless waivers in writing covering the differences have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction or work and/or install any utility at variance with any applicable ordinance, code, etc., including any written waivers (notwithstanding the fact that such installation is in compliance with the Contract Drawings and Specifications), the Contractor shall remove such work without cost to the Client, but a Change Order will be issued to cover only the excess cost the Contractor would have been entitled to receive if the change had been made before the Contractor commenced work on the items involved.

b. Unless otherwise specified, the Contractor shall at its own expense, secure and pay to the appropriate department of the Local/State/Federal Government the fees or charges for all permits including but not limited to those required for street pavements, sidewalks, sheds, removal of abandoned water taps, sealing of house connection drains, pavement cuts, buildings, electrical, plumbing, water, gas, and sewer permits, etc., required by the regulatory body or any of its agencies.

c. The Contractor shall comply with applicable Local/State/ Federal laws, ordinances, codes, etc., governing the disposal of surplus excavation, materials, debris and rubbish on or off the Project Area and commit no trespass on any public or private property in any operation due to or connected with the work under this Contract.

121. CARE OF WORK

a. The Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the Client.

Materials shall be stored so as to insure the preservation of their quality and fitness for the work and shall be located so as to facilitate prompt inspection. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and when directed, shall be placed in weatherproof buildings.

Stored materials, even though approved before storage, shall be inspected prior to their use in the work and shall meet the requirements of the specifications at the time it is proposed to use them.

b. The Contractor shall at its sole expense and without any additional cost to the Client provide watchmen and/or other security measures as may be reasonably required to properly protect and care for materials and work completed, and to otherwise prevent property damage and/or personal injury.

c. In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without special instructions or authorization from the Client, is authorized to act at its discretion to prevent such threaten loss or injury, and it shall so act. The Contractor shall likewise act if instructed to do so by the Client. Any compensation claimed by the Contractor on account of such emergency work will be determined by the Client as provided in the Section - CHANGES IN THE WORK under GENERAL CONDITIONS.

d. The Contractor shall avoid damage as a result of its operations to existing sidewalks, streets, curbs, pavements, utilities (except those which are to be replaced or removed), adjoining property, etc., and the Contractor shall at its own expense completely repair any damage thereto caused by its operations.

e. The Contractor shall shore up, brace, underpin, secure, and protect as may be necessary, all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be in any way affected by the excavations or other operations connected with the construction of this Contract. The Contractor shall be responsible for the giving of any and all required notices to any adjoining or adjacent property owner or other party before the commencement of any work. The Contractor shall indemnify and save harmless the Client, the Local Government, and the Engineer from any damages on account of settlements or the loss of lateral support of adjoining property and front all loss or expense and all damages for which the Client, the local Government and the Engineer may become liable in consequence of such injury or damage to the work or adjoining and adjacent structures and/or their premises.

122. ACCIDENT PREVENTION

a. The Contractor shall exercise proper precautions and safety measures at all times for the protection of persons and/ or property and shall be responsible for all injuries and/or damages to all persons and/or property, either on or off the site, which occur as a result of its prosecution of the work under this Contract. The safety provisions of all applicable Local/State/Federal laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Client may determine to be reasonably necessary.

Machinery, equipment and trucks shall be properly guarded, and operational hazards shall be eliminated in accordance with the provisions and intent of the latest revised edition of the Manual of Accident Prevention in Construction published by the Associated General Contractors

of America, to the extent that such provisions are not in contravention of applicable law. A copy of this manual shall be available for reference at all times in the Contractor's field office. The Contractor's attention is also called to the Section - SAFETY PROVISIONS of the GENERAL CONDITIONS.

b. The Contractor shall maintain an accurate record of all cases of death, occupational disease, and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on the work under this Contract in accordance with the requirements of the applicable State/Local/ Federal regulations. The Contractor shall promptly furnish the Client with reports concerning these matters.

c. The Contractor shall indemnify and save harmless the Client, Local Government and the Engineer from any and all claims for damages resulting from personal injury, death and/or property damage, suffered or alleged to have been suffered, by any person as a result of any work conducted under this Contract. See also the Section INDEMNITY CLAUSE of the GENERAL CONDITIONS.

123. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the Health/Sanitary Codes of the Local/State/Federal Government. Drinking water shall also be provided from an approved source, so piped or transported as to keep it safe and fresh and served from single service containers or satisfactory types of sanitary drinking stands or fountains. All such facilities and services shall be furnished in strict accordance with existing and governing health/ sanitary regulations.

124. USE OF PREMISES

a. The Contractor shall confine its equipment, storage of materials, and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be desired by the Client, and shall not unreasonably encumber the site or public rights of way with its materials and construction equipment. Acquisition of storage and staging areas will be the responsibility of the Contractor. It is agreed and understood that the Municipality will not be liable for the loss or unauthorized use of materials, equipment, storage containers, tools or other property of the Contractor or his workmen.

b. The Contractor shall comply with all instructions of the Client, Engineer and the ordinances, codes, etc., of the Local/State/Federal Government, regarding signs, advertising, traffic, fires, explosives, danger signals, barricades, etc.

c. See also PARTIAL USE OF IMPROVEMENTS of the SPECIAL CONDITIONS.

125. REMOVAL OF DEBRIS, CLEANING, ETC.

The Contractor shall, periodically or as directed during the progress of the work, remove and legally dispose of all surplus excavated material and debris, and keep the Project Area and public rights of way reasonably clear. Upon completion of the work, prior to final inspection, the Contractor shall remove all temporary construction facilities, debris and unused materials provided for the work, and put the whole site of the work and public rights of way in a neat and clean condition. Trash burning on the site of the work will be subject to prior approval of the Client and existing Local/State/Federal regulations.

The cost of all required clean-up shall be included in the various prices bid under this Contract.

126. INSPECTION/ACCEPTANCE OF THE WORK

a. All materials and workmanship shall be subject to inspection, examination or test by the Client and the Engineer to determine the acceptability of the work at any and all times during manufacture or construction and at any and all places where such manufacture or construction is carried on and the Contractor shall provide proper facilities for such access and inspection. The Client or Engineer shall have the right to reject defective material and workmanship or require its correction. Unacceptable workmanship shall be satisfactorily corrected. Rejected material shall be promptly segregated and removed from the Project Area and replaced with material of specified quality without charge therefor. If the Contractor fails to proceed at once with the correction of rejected workmanship or defective material, the Client may by contract or otherwise have the defects remedied or rejected materials removed from the Project Area and charge the cost of the same against any monies which are due or may become due the Contractor, without prejudice to any rights or remedies of the Client.

b. The Contractor shall furnish promptly all materials reasonably necessary for any tests which may be required. (See Section - SAMPLES, CERTIFICATES AND TESTS, under the GENERAL CONDITIONS, PART I.) All tests by the Client or Engineer will be performed in such manner as not to delay the work unnecessarily and shall be made as required by the Technical Specifications.

c. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the Engineer (such as a testing organization designated by the Client, of the date fixed for such inspection. If any work, should be covered up without approval or consent of the Engineer, the Contractor must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

The Contractor shall notify the Engineer sufficiently in advance of backfilling or concealing any facilities to permit proper inspection. If any facilities are concealed without approval or consent of the Engineer or Client, the Contractor shall uncover for inspection and recover such facilities all at its own expense, when so requested by the Client or Engineer.

Should it be considered necessary or advisable by the Engineer or Client at any time before final acceptance of the entire work to make an examination of work already completed, by uncovering the same, the Contractor shall on request promptly furnish all necessary facilities, labor and material. If such work is found to be defective due to the fault of the Contractor or its Subcontractors, it shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, payment under the provisions of the GENERAL SPECIFICATIONS, CHANGES IN THE WORK, shall be allowed the Contractor and it shall, in addition, if completion of the work of the entire Contract has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.

d. Inspection of materials and appurtenances to be incorporated in the improvements embraced in this Contract may be made at the place of production, manufacture or shipment, whenever the quantity justifies it, and such inspection and acceptance, unless otherwise stated in the Technical Specifications, shall be final, except as regards (1) latent defects, (2) departures from specific requirements of the Contract, (3) damage or loss in transit or (4) fraud or such gross mistakes as amount to fraud. Subject to the requirements contained in the preceding sentence, the inspection of materials as a whole or in part will be made at the Project Site.

e. Neither inspection, testing, approval nor acceptance of the work in whole or in part by the Client or its agents shall relieve the Contractor or its sureties of the full responsibility for materials furnished or work performed not in strict accordance with the Contract.

127. REVIEW BY CLIENT

The Client, its authorized representatives and agents and the HUD Representative for the Administrator (as defined under GENERAL CONDITIONS) shall, at all times have access to and be permitted to observe and review all work, materials, equipment, payrolls, personnel records, employment conditions, material invoices and other relevant data and records pertaining to this Contract, provided, however, that all instructions and approval with respect to the work will be given to the Contractor only by the Client through its authorized representatives or agents.

128. FINAL INSPECTION

When the improvements embraced in this Contract are substantially completed, the Contractor shall notify the Client in writing that the work will be ready for final inspection on a definite date which shall be stated in the notice. The notice will be given at least ten (10) days prior to the date stated for final inspection, and bear the signed concurrence of the representative of the Client having charge of inspection. If the Client determines that the status of the improvements is as represented, it will make the arrangements necessary to have final inspection commenced on the date stated in the notice, or as soon thereafter as is practicable. The inspection party may also include the representative of the Federal Agency(HUD), other Governmental Agencies, and representatives of each department of the Local Government having in charge improvements of like character when such improvements are later to be accepted by the Local Government.

129. DEDUCTIONS FOR UNCORRECTED WORK

If the Client deems it not expedient to require the Contractor to correct work not done in accordance with the Contract Documents, an equitable deduction from the Contract Price will be made by agreement between the Contractor and the Client and subject to settlement, in case of dispute, as herein provided.

130. INSURANCE

The limits of coverage required for the Contract are described in the Bidding Documents under Section H "Insurance".

131. PATENTS

The Contractor shall hold and save the Client and Engineer, their officers, and employees, harmless from liability of any nature or kind, including but not limited to court costs and attorney's fees, for or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Client, unless otherwise specifically stipulated in the Technical Specifications.

132. WARRANTY OF TITLE

No material, supplies or equipment incorporated or to be incorporated in the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances constructed or placed thereon by him to the Client free from any claims, liens or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this Contract shall have any right to a lien upon any improvement or

appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of person furnishing materials or labor to recover under any law permitting such persons to look to funds due the Contractor in the hands of the Client. The provisions of this paragraph shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such materials.

133. GENERAL GUARANTEE

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Client or the public shall constitute an acceptance of work not done in accordance with the Contract or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of twenty-four (24) months from the date of final acceptance of the work. The Client will give notice of defective materials and work with reasonable promptness.

134. ARBITRATION AND LITIGATION

Any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall at the option of the Client be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. The Client shall exercise its option to arbitrate concurrent with the rendering of its final decision on the claim. Should it fail to render a final decision within the prescribed time or fail to exercise its option, the claim will be determined in accordance with the Rules of the American Arbitration Association as herein, before stated.

135. RISK OF LOSS

The Client assumes no responsibility for the condition of existing buildings and structures and other property on the Project Area nor for their continuance in the condition existing at the time of issuance of the Invitation for Bids or thereafter. No adjustment of Contract Price or allowance for any change in conditions which may occur after the Invitation for Bids has been issued will be made except as provided for herein.

136. REQUIRED PROVISIONS DEEMED INSERTED

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

137. CORRECTIONS

The Engineer shall have the right to correct any errors or omissions in the Contract, specifications or Contract Drawings when such corrections are necessary for the proper expression of their intent.

Such corrections shall take effect from the time that the Engineer gives notice thereof, and any alterations in the work rendered necessary thereby shall be made as corrected. Any conflict between the approved Contract Drawings and Specifications, or any disagreement in measurements upon the Contract Drawings' must be submitted to the Engineer before construction of the work.

138. SAFETY PROVISIONS

The safety provisions of applicable laws, building and construction codes and the safety codes approved by the State Labor Commissioner shall be observed.

The provisions of the Federal Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction" shall be observed.

Should at any time during the work under this Contract any Local/State/Federal safety inspector visit the site for the purpose of a safety inspection, the Contractor shall immediately notify the Engineer's representative on the job site.

The Contractor shall employ watchmen on the work as necessary and shall erect and maintain such strong and suitable barriers and such lights as will effectually prevent the happening of any accident to health, limb or property. Lights shall be maintained between the hours of sunset and sunrise, and during periods of low visibility.

If at any time in the opinion of the Engineer, the work is not properly lighted, barricaded and in all respects safe, both in respect to public travel or adjacent property, public or private, and if under such circumstances the Contractor does not or cannot immediately put the same into proper and approved condition, or if the Contractor or its representative is not upon the ground so that it can be immediately notified of the insufficiency of safety precautions, then the Engineer may put the work into such a condition that it shall be, in its opinion, in all respects safe and the Contractor shall pay all expenses of such labor and materials as may have been used for this purpose by him or by the Engineer. Such action of the Engineer, or its failure to take such action shall in no way relieve the Contractor of the entire responsibility for any cost, loss or damage by any party sustained on account of the insufficiency of the safety precautions taken by him or by the Engineer acting under authority of this section.

139. TIME OF WORK

Unless otherwise especially permitted, work shall be done only during the hours of 8:00 am and 4:00 pm daily, Monday through Friday. No work shall be done during nights, except as necessary for the protection of the public and the proper care of work already performed. If it shall become imperative to perform new work beyond the time limits stipulated above, the Owner shall be informed a reasonable time in advance of the beginning of such work. The Engineer must be present and the Contractor shall bear the costs for their inspection. The Contractor shall obey all local ordinances and shall obtain any waiver necessary for working beyond the limits specified and shall perform required neighborhood notifications. Should the contractor elect to work Saturdays, the Contractor shall bear the costs for inspection and Municipal employee's time at the site if necessary.

Only with the prior approval of the Engineer shall night work or work on Sundays or legal holidays requiring the presence of the Engineer be permitted except for emergencies or as specified elsewhere. Should night work be permitted or required, the lighting and other facilities which are necessary for performing such work must be provided by the Contractor and comply with the applicable safety codes.

140. OBSTRUCTIONS ENCOUNTERED

In addition to showing the construction under this Contract, the drawings show certain information obtained by the Client regarding conditions and features which exist at the site of the

work, both at and below the surface of the ground. The Client and the Engineer expressly disclaim any responsibility for the accuracy or completeness of the information given on the drawings with regard to the existing conditions and features and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information except as provided under the Sections CHANGES IN SUBSURFACE CONDITIONS and EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS. It is specifically called to the Contractor's attention that all services, laterals, etc., are not shown on the Contract drawings and it shall be its responsibility to locate and protect the same; see paragraph 26 of the Special Conditions Section. The information which is shown is only for the convenience of the Contractor, who must verify this information to its own satisfaction. The giving of this information upon the Contract Drawings will not relieve the Contractor of its obligations to support and protect all existing utilities, structures and fixtures which may be encountered during the construction of the work, except as provided in the Section EXISTING UTILITIES, STRUCTURES AND FIXTURES of the GENERAL CONDITIONS..

141. EXISTING UTILITIES, STRUCTURES AND FIXTURES

The contractor shall be responsible for the preservation of all public and private underground and surface utilities/structures at or adjacent to the construction work; insofar as they may be endangered by the work. This shall hold true whether or not they are shown on the contract drawings. If they are shown on the drawings, the Municipality does not guarantee their locations even though the information will be from the best available sources.

The contractor shall give ample and reasonable notice to all private, corporate or municipal owners before work is done near their utility or structure; shall properly protect all utilities/structures encountered; shall at their expense repair/replace any items that are damaged; and shall proceed with caution to prevent undue interruptions to utility services.

Should it become necessary for the Contractor to remove or relocate any utilities, structures or other fixtures, due to a grade and alignment conflict which would require the proposed utility, structure or fixture (Not trench excavation, sheeting or other construction features) to occupy the same space as the existing pipe, pole, conduit and/or other fixture, such removal or relocation will be paid for in accordance with the provisions for CHANGES IN THE WORK of the GENERAL CONDITIONS. Should said utilities, structures or other fixtures be removed or relocated by the Owner or the respective utility companies at no cost to the Contractor, no payment will be made therefore.

Prior to any removal or relocation of existing facilities, structures or fixtures, the Contractor shall notify the Engineer of the location and the circumstances and shall cease work (which might prove detrimental to the utility, structure or fixture encountered) if necessary until satisfactory arrangements have been made with the owners of the same to properly care for them.

Should it be necessary to cease work and a delay is caused thereby, the Contractor shall have no claim for damages or any claim other than for an extension of time. See GENERAL CONDITIONS, CLAIMS FOR EXTRA COST.

If the Contractor desires temporary changes of location for its convenience for any reason whatsoever, of water lines, gas lines, sewer lines, wire lines, service connections, water and gas meter boxes, valve boxes, light standards, cableways, signals and any other utilities, structures or fixtures, the Contractor shall satisfy the Engineer and Client that the proposed relocation does not interfere with its or other Contractor's operations, or the requirements of the Contract Drawings and does not cause an obstruction or a hazard to traffic. The Contractor shall make its own request to the utility companies, pipe owners or other parties affected for such relocation work. Such relocation work for the convenience of the Contractor shall be made solely at the Contractor's expense.

The Contractor shall not remove or relocate any utility, structure or fixture without the written approval of the owner of that utility, structure or fixture unless otherwise shown on the Contract Drawings, specifications or ordered by the Engineer.

142. CONTROL OF EXISTING FLOWS

During the construction of all proposed work, the Contractor shall take every precaution and do the necessary work to maintain the flow of storm drainage, sanitary sewage and natural flows through the working areas. The Contractor is solely responsible for providing its flow control system and there shall be no separate payment for the required work. The Contractor shall be responsible for any flooding or sanitary backup on its work and to the property owners affected by such flooding or backup. The Contractor shall make such provisions as may be required by the local, state or federal health officers or any other public bodies with jurisdiction over the flow of storm drainage, sanitary seepage and natural flows.

In the event the Contractor uses water from natural water sources for its operations, intake method shall be such as to create no harmful effects; and where water is taken from a stream, reasonable flow downstream from the intake shall be maintained.

143. SEWAGE, SURFACE, GROUNDWATER AND FLOOD FLOWS

The Contractor shall furnish all the necessary equipment, shall take all necessary precautions, and shall assume the entire cost of handling any sewage, seepage, storm, groundwater, surface and flood flows which may be encountered at any time during the construction of the work. The manner of providing for these flows shall meet the approval of the Engineer and the entire cost of said work shall be included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

The Contractor shall employ such feasible and practical methods in its operations as will prevent pollution, sedimentation or the introduction of impurities or other objectionable materials that may become suspended or dissolved in waters reaching streams, ponds, lakes, water supplies or other water bodies.

Water shall not be disposed of by discharging it into any street gutter, drainage channel, existing drainage system, natural stream, waterway, lake, pond or bog, etc. without the prior approval of the Authority having jurisdiction thereof. Should such approval be obtained, the Contractor shall ensure that no solids, debris, suspended soil particles, impurities or pollutants are allowed to enter the drainage system. The Contractor shall be fully responsible for any damages to these systems resulting from its disposal methods and any necessary measures (such as but not limited to cleanup) required to return the system to preconstruction conditions. In addition to the above, disposal on private property shall be only with the prior written permission of the property owner.

Any water used for any purpose by the Contractor shall not be discharged in such a way as to create pollution, sedimentation or other adverse effects upon the aforementioned streams or waters.

144. CONNECTING TO EXISTING WORK

The Contractor shall remove such existing masonry, concrete, equipment and piping as is necessary, in order to make the proper connections to the existing work at the locations shown. Also, the Contractor shall make the necessary pipe line, roadway and other connections at the several points in order that on completion of this Contract, water, sewage, or storm water, as the case may be, will flow through the several pipe lines and structures. Unless otherwise specified herein, no extra payment will be made for this work, but the entire cost of the same shall be

included in the unit or lump sum prices bid for the various items of the work to be done under this Contract.

145. EXISTING IMPROVEMENTS

The Contractor shall conduct its work so as to minimize damage to existing improvements, except where specifically stated otherwise in the specifications or drawings; it will be the responsibility of the Contractor to restore, as nearly as practical, to their original conditions all improvements on public or private property damaged by its operations.

The utility mains, ducts, poles and services in the construction area, where shown on the Contract Drawings are at the approximate locations furnished by various utilities concerned. These locations are subject to possible errors in the source of the information; also, errors in transcription. The Contractor shall make certain of the exact location of mains, ducts, poles and services prior to excavation or construction near the same.

The various utility companies have been made aware of the pending construction and are generally familiar with the locations of conflicts in the case of the proposed construction. The various utility companies will make all adjustments to their own lines except where otherwise shown on the Contract Drawings or specified. The Contractor shall give ample notice to the various utilities so that existing lines can be marked in the field and adjustments made. The Contractor shall cooperate fully with the various utilities and shall plan its work so that least interference is caused for all parties concerned. No additional payments shall be made to the Contractor for delays caused by utility interference due to negligence on the part of the Contractor. The Contractor shall support all utility lines uncovered during excavation.

146. ACCESS TO SITE

The Contractor shall make every effort to minimize damage to all access routes, and the Contractor shall be required to restore them to their original condition. The Contractor shall acquire all necessary permits for working in, on or from public streets or rights-of-way and for securing additional access rights thereto.

All costs of the removal and restoration to original condition of walls, fences, structures, utility lines, poles, guy wires or anchors, and other improvements required for passage of the Contractor's equipment shall be borne by the Contractor. The Contractor shall notify the proper authorities of the Local Government and all utilities of any intended modification or disruption to their property prior to the start of construction and shall cooperate with them in the scheduling and performance of its operation.

If the Contractor, by direct negotiation and bargain with any land owner, lessee or tenant, has secured for himself any right to use more space or greater privileges than the space provided by the Client for purposes incidental to the performance of the Contract, the Contractor shall, upon request of the Engineer, furnish to the Engineer proper evidence that such additional rights have been properly secured and assurance that no damage to or claim upon the Client and/or **Village of Tarrytown**, will arise therefrom. The Client and/or **Village of Tarrytown**, shall not be liable in any way for any expense incurred by the Contractor in securing any such right to use additional property.

The Contractor shall be responsible for and reimburse the Client and/or Local Government and others for any and all losses, damage or expense which the Client and/or Local Government or those others may suffer, either directly or indirectly or through any claims of any person or party, for any trespass outside the spaces and rights-of-way provided by the Client to the Contractor or

any violation or disregard of the terms and conditions established for the use or occupancy of those rights or for negligence in the exercise of those rights.

The Client may retain or deduct from any sum or sums due or to become due to the Contractor such amount or amounts as may be proper to insure the Client and/or Local Government against loss or expense by reason of the failure of the Contractor to observe the limits and conditions of the rights-of-way, rights-of-access, etc. provided by the Client.

147. ACCESS TO ADJACENT PROPERTIES

The Contractor shall at all times maintain vehicular and pedestrian access to all properties abutting or adjacent to construction under this Contract, all at the Contractor's sole expense. In the event that normal access is cut off to a particular property due to operations or proposed work called for under the Contract, the Contractor shall, at its sole expense, make other arrangements for access to said property satisfactory to the property owner, tenant and the Engineer.

148. USE OF ROADWAYS

During the progress of the work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Client from any expense whatsoever due to its operations on/over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line or in the vicinity of its work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Roadway intersections may be blocked but one-half at a time and the Contractor shall lay and maintain temporary driveways, bridges and crossings, such as in the opinion of the Engineer are necessary to reasonably accommodate the public and to provide access to private driveways. In the event of the Contractor's failure to comply with these provisions, the Client may cause the same to be done, and will deduct the cost of such work from any monies due or to become due the Contractor under this Contract, but the performance of such work by the Client or at its insistence shall serve in no way to release the Contractor from its general or particular liability for the safety of the public or the work.

149. SNOW REMOVAL

If the Contractor's operations or occupancy of any public street or highway, or the rough surfaces over any trench or area being maintained by the Contractor, shall interfere with the removal or plowing of snow or ice by the public authorities or land owners. or sanding of icy surfaces, in the ordinary manner with regular highway equipment, then the Contractor shall perform such services for the said public authorities or owners without charge; or failing to do so, shall reimburse the said authorities, Client for any additional cost to them for doing such work occasioned by the conditions arising from the Contractor's operations, occupancy or trench surfaces, together with any damage to the equipment of said parties by those conditions, or claims of any party for damage or injury or loss by reason of failure to remove snow or ice or to sand the icy spots under those conditions.

150. WEATHER CONDITIONS/WORK IN FREEZING WEATHER

In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause its Subcontractors to protect carefully its and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of its Subcontractors so to protect its and their work, such materials shall be removed and replaced at the expense of the Contractor.

Unless written permission be given, work liable to be affected by frost or freezing shall be suspended during freezing weather. When work proceeds under such a condition the Contractor shall provide approved facilities for heating the materials and for protecting the finished work.

151. INTOXICATING LIQUORS

The Contractor shall neither permit nor suffer the introduction or use of intoxicating liquors upon or about the work specified in this Contract or upon any of the grounds occupied by him or by its employees.

152. BLASTING

If explosives are used, all requirements for transportation, use and storage of Local, State and Federal laws and regulations must be complied with and all necessary permits and licenses obtained by the Contractor at its expense. Permits and licenses must be shown to the Engineer on request.

Explosives must be carefully transported, stored, handled and used. The Contractor will keep on the job only such quantities of explosives as may be needed for the work underway and only during such time as they are being used. Explosives shall be stored in a secure manner in locked containers and separate from all tools. Caps and detonators shall be stored separate from other explosives. When the need for explosives is ended, all such material remaining on the job shall be promptly removed from the premise. Care must be taken that no explosives, caps or detonators are stolen or get into the hands of unauthorized persons or left unguarded where they may cause accidents.

An accurate blasting log must be maintained continuously for the duration of the Contract. The log shall record, for each shot, the location, amount of holes, depth, spacing, amount of explosive per hole, number of caps used and the exact date and time of the blast. In addition, a sketch showing displacement of direct and delay caps for each shot shall be recorded.

Explosives shall be such power and placed and used in such quantities and positions as will not make the excavation unduly large, nor shatter unnecessarily the rock upon or against which the main or structure is to be built, nor injure adjacent persons or property, those portions of the new work or structure as may already be in place or other adjacent pipes, ducts or other structures. The quantity of explosives fired at one blast must be small enough and the time for blasting selected to avoid undue annoyance to persons owning or occupying premises near the work.

The rock must be completely matted when blasts are fired to prevent damage or injury to persons or property or the scattering of broken fragments on the adjacent ground. Adequate warning shall be given to all persons in the vicinity before any blast is discharged.

When blasting is required, the operation shall be conducted with such care as not to cause damage to any of the existing underground utilities. Should such occur, the cost of repairs shall be the sole responsibility of the Contractor.

When blasting for trench excavation, each shot sequence shall begin sufficiently ahead of completed work to prevent damage to the completed work which must be properly protected prior to each shot.

The provisions herein shall apply where soil formation resembles rock, whether in trench, structure or general excavation, even if it is of such a nature that it is not classified and paid for as rock excavation, and if so ordered by the Engineer, will apply to openings cut through masonry, nested boulders or other materials not herein classed as rock.

In areas where the proposed construction is built against the face of rock excavation, all loosened or shattered portions of the rock must be completely removed by barring, wedging or other approved means so the masonry can be built firmly in contact with solid rock.

The Contractor shall notify each public utility or others having structures in proximity to the site, and others who may be affected, of its intention to use explosives. Said notice shall be given in accordance with the applicable regulations therefore and sufficiently in advance to enable the involved agencies/companies/persons and the Contractor to take such steps as may be necessary to protect life and property. Such notice shall not in any way relieve the Contractor of responsibility for any damage resulting from its blasting operations.

When in sufficiently close proximity to existing gas, water, sanitary, storm, subway or other utilities and structures and all services connected thereto, the Contractor shall remove the rock by methods other than blasting, if necessary, in order to protect said utilities and their services from damage. Approved methods other than blasting are barring and wedging, jack hammer, drilling, rock jacks or other such hand or machinery methods which will not damage the adjacent utility.

No explosives shall be brought into, stored or used on the site of any job by the Contractor unless and until the Contractor shall have furnished the Engineer with a satisfactory certificate of insurance showing that the risks arising from the presence of and use of explosives and from blasting are included within the insurance provided by the Contractor to secure its obligations to the Owner. Insurance should also cover damage to any underground utilities or other underground facilities.

153. INDEMNITY CLAUSE

The Contractor (and its Subcontractors) shall, during the performance of this work, take necessary precautions and place proper guards for the prevention of accidents; shall keep up all night suitable and sufficient lights and barricades; shall fully comply with the Occupational Safety and Health Act of 1970 and all other Federal, State and Local Regulations including any and all amendments, revisions and additions thereto; shall relieve the Owner, the **Village of Tarrytown**, the Engineers and their employees, officers and agents from liability for consequent damages arising out of work performed under this Contract including delay, loss of business, damages to life or property caused as a result of damage, injury or other action by the Contractor (or its Subcontractors), direct or indirect; and shall indemnify and save harmless the Owner, the **Village of Tarrytown**, the Engineers, and their employees, officers and agents from any and all claims, suits, actions, fines, fees, damages and costs to which they may be put by reason of death or injury to all persons and/or for all property damage of another resulting from noncompliance, unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding or protecting the same, or from any improper methods, materials, implements or appliances used in performance of the work, or by on account of any direct or indirect act or omission of the Contractor (or its Subcontractors) or its employees or agents, and whether or not active or concurrent negligent act or omission by the employees, officers, or agents of the Client, **Village of Tarrytown**, or Engineer may have directly or indirectly caused or contributed thereto.

154. DISPUTES

a. All disputes between the parties arising out of, or in any way related to this Contract and/or the performance of the same, or its interpretation, except those disputes covered by Federal Labor Standards Provisions under GENERAL CONDITIONS shall within ten (10) days of the event or action giving rise to the dispute be presented to the Engineer. All papers pertaining to the dispute shall be filed in quadruplicate. Such notice shall state the facts surrounding the dispute in sufficient detail to identify the dispute, together with its character and scope. In the meantime, the Contractor shall proceed with the work under this Contract as directed. Any dispute not presented within the time limit specified in this paragraph shall be deemed to have been waived, except that if the dispute is of a continuing character and notice of the dispute is not given within ten (10) days of its commencement, the dispute will be considered only for a period commencing ten (10) days prior to the receipt by the Engineer of notice thereof. The Contractor shall in no case allow any dispute delay the work under this Contract.

b. As soon as practicable after the final submission of all information the Owner shall make a determination of the dispute. Said decision of the Owner shall be a condition precedent to any further action on the dispute. However, upon certification in writing by the claimant that the dispute has been submitted in its final form, the Owner shall be obliged to render a decision on said dispute within sixty (60) days of the date of said certification. Should the Owner fail to render its decision within the aforementioned sixty (60) day period, its decision will not be a condition precedent to any further action on the part of the claimant.

c. Each decision by the Client will be in writing and will be mailed to the contractor by registered or certified mail, return receipt requested, directed to its last known address.

d. In the event of an unfavorable decision by the Client, the Contractor shall have the right to contest said decision as provided for under the provision of this Contract. The Contractor shall in no case allow the dispute or decision to delay any work but shall notify the Owner promptly that it is proceeding with the work under protest and it may then accept the matter in question from the final release.

155. PRE-CONSTRUCTION CONFERENCE

The Contractor shall not commence any work under the contract prior to a pre-construction conference between the Contractor, the Owner's representatives and other concerned governmental and utility company representatives. At this conference all special requirements of the work, the scheduling of the work and details for the proper maintenance and protection of traffic during the work will be fully explained and discussed.

156. PRESERVATION OF NATURAL FEATURES

The Contractor shall exercise the utmost care to preserve and protect the natural features of all public and private property on or adjacent to the work site which will not be directly affected by the required construction. Before commencing work under the contract, the Contractor shall secure the Engineer's approval of proposed locations for temporary access roads not specified, storage areas for his equipment and materials, and parking areas for his own vehicles and those of his workmen. Thereafter, unless otherwise approved by the Engineer, the Contractor shall restrict all such activities to these locations. Before completion of the contract work, the Contractor shall restore at his own expense to their original condition or better, all temporary access, storage or parking areas and all other areas on or adjacent to the work site not directly affected by the required construction which have been disturbed in any way by the Contractor's operations.

The Contractor shall be responsible for the preservation and protection of all parts of existing trees within and bordering on the contract limits. As may be required, at his own expense the Contractor shall protect the trunks of trees against injury by the proper use of burlap padding, boards or other protective devices approved by the Engineer.

157. LIEN RELEASE

Prior to receiving Final Payment, the Contractor must provide a Lien Release covering any and all claims against the municipality arising from this Contract. This Lien Release must be in a form acceptable and approved by the municipality.

158. PROJECT COMPLETION

After a punch list is sent to the Contractor, (s)he shall complete all work within thirty (30) days from the date of the list. This shall include all unfinished work, testing and adjusting all systems; providing all test reports; instructions to Owner, maintenance manuals; certificates of approval and completion; and warranties.

159. FINAL ACCEPTANCE

Final Acceptance of the Work of this contract shall require a certified Letter of Final Acceptance (LFA) written to the Contractor by the Engineer. The LFA shall not be issued by the Engineer until he is fully satisfied that ALL construction obligations of the Contractor under this Contract have been met in full.

SECTION K

GENERAL SPECIFICATIONS - SPECIAL CONDITIONS

Table of Contents

	Page
1. Project Site	K-2
2. Time for Completion/Notice to Proceed	K-2
3. Liquidated Damages.....	K-2
4. Responsibilities of Contractor.....	K-2
5. Communications	K-2
6. Signs.....	K-3
7. Contract Documents and Drawings.....	K-3
8. Job Offices.....	K-3
9. Partial Use of Improvements	K-3
10. Railroad Crossings.....	K-3
11. Maintenance of Access, Protection of Public Utilities	K-3
12. Temporary Light, Power, Heat and Water	K-4
13. Unforeseen Difficulties.....	K-4
14. Photographs of Project.....	K-4
15. Maintenance of Traffic.....	K-5
16. Work in State or County Roads.....	K-5
17. Insurance	K-5
18. Layout of Work.....	K-5
19. Work by Others.....	K-6
20. Schedule of Drawings.....	K-6
21. Contractor's Work and Storage Area.....	K-7
22. "Or Equal" Clause.....	K-7
23. Temporary Water Main Shutdown.....	K-7
24. Record Drawings	K-7
25. Groundwater and Water	K-7
26. Construction, Excavation and Demolition Operations.....	K-8
at or Near Underground Facilities	
27. Compliance with Air and Water Acts	K-8
28. General Municipal Laws of New York State	K-8
29. Damages, Vandalism and Graffiti.....	K-10
30. Existing Utilities; Utilities Service.....	K-10
31. Mandatory Osha Construction Safety And Health Training.....	K-10
32. Site Specific COVID Safety Plan.....	K-11

SPECIAL CONDITIONS

1. PROJECT SITE

The location of the improvements is on Washington Street, Franklin Street, Wildey Street, and Wood Court, **in the Village of Tarrytown.**

2. TIME FOR COMPLETION/NOTICE TO PROCEED

The work which the Contractor is required to perform under this Contract shall be commenced at the time stipulated by the Owner in the Notice to Proceed to the Contractor and shall be fully completed within 150 consecutive calendar days thereafter or as modified in accordance with the GENERAL CONDITIONS.

The Contractor will be bound to the performance of the Contract when given a Notice to Proceed with the work no later than 10 calendar days after the date of the execution of the Contract by the Contractor.

When the Contractor is not given a Notice to Proceed with the work within the aforementioned **10 DAY PERIOD**, the Contractor may elect to void the Contract by giving unequivocal and unconditional written notice of such avoidance to the Owner. Such avoidance shall be effective upon actual receipt by the Owner, prior to the mailing or actual delivery of any Notice to Proceed. In the event of the Owner's failure to issue a Notice to Proceed, the Contractor's sole remedy shall be the avoidance of the Contract as set forth and the Owner will not be liable to the Contractor for any claims or losses including anticipated loss of profit and monies expended in anticipation of performance under the Contract.

The Contractor shall not commence any physical construction at the project site until receiving a written Notice to Proceed from the Engineer.

3. LIQUIDATED DAMAGES

As actual damages for any delay in completion of the work which the Contractor is required to perform under this Contract are impossible of determination, the Contractor and his Sureties shall be liable for and shall pay to the Client the sum of FOUR HUNDRED DOLLARS (\$400.00) as fixed, agreed and liquidated damages for each calendar day of delay from the above stipulated completion, or as modified in accordance with the GENERAL CONDITIONS, PART I, until such work is satisfactorily completed and accepted.

4. RESPONSIBILITIES OF CONTRACTOR

Except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, heat, power, transportation, superintendence, temporary construction of every nature, charges, levies, fees or other expenses and all other services and facilities of every nature whatsoever necessary for the performance of the Contract and to complete this Contract in every respect within the specified time.

5. COMMUNICATIONS

a. All notices, demands, requests, instructions, approvals, proposals and claims must be in writing.

b. Any notice to or demand upon the Contractor shall be sufficiently given if delivered at the office of the Contractor stated on the signature page of the Agreement (or at such other office as the Contractor may from time to time designate) in a sealed, postage-prepaid envelope or delivered with charges prepaid to any telegraph company for transmission, in each case

addressed to such office.

c. All papers required to be delivered to the Client shall, unless otherwise specified in writing to the Contractor, be delivered to the Municipal Manager/Administrator at the address shown on the cover of this bid document, and any notice to or demand upon the Client shall be sufficiently given if so delivered, or if deposited in the United States mail in a sealed, postage-prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission to said Client at such address, or to such other representatives of the Client or to such other address as the Client may subsequently specify in writing to the Contractor for such purpose.

d. Any such notice shall be deemed to have been given as of the time of actual delivery or (in case of mailing) when the same should have been received in due course of post, or in the case of telegrams, at the time of actual receipt, as the case may be.

6. SIGNS

a. Project signs will not be required unless the Item "Project Signs" appears in the Technical Specifications.

b. Subject to prior approval of the Client as to size, design, type and location and to local regulations, the Contractor and his Subcontractors may erect temporary signs for purpose of identification and controlling traffic. The Contractor shall furnish, erect and maintain such other signs as may be required by Safety Regulations or as necessary to safeguard life and property.

7. CONTRACT DOCUMENTS AND DRAWINGS

The Client will furnish the Contractor without charge FIVE (5) copies of the Contract Documents, including Technical Specifications and Drawings. Additional copies requested by the Contractor will be furnished at cost.

8. JOB OFFICES - None Required

9. PARTIAL USE OF IMPROVEMENTS

The Client at his election, may give notice to the Contractor and place in use those sections of the work which have been completed, inspected and can be accepted as complying with the Contract Documents and if in its opinion each such option it reasonably safe, fit and convenient for the use and accommodation for which it was intended, provided:

a. The use of such sections of the work shall not materially impede the completion of the remainder of the work by the Contractor.

b. The Contractor shall not be responsible for any damage or maintenance costs due directly to the use of such sections.

c. The use of such sections shall in no way relieve the Contractor of his liability due to having used defective materials or to poor workmanship.

d. The period of guarantee stipulated in the Section - GENERAL GUARANTY under GENERAL CONDITIONS, PART I, shall not begin to run until the date of the final acceptance of all work which the Contractor is required to construct under this Contract.

10. RAILROAD CROSSINGS

a. Where railroad crossings occur, the Contractor shall provide the railroad with all data on how he intends to perform the Work, shall obtain all approvals and permits, and shall complete

such Work in strict compliance with railroad requirements.

11. MAINTENANCE OF ACCESS PROTECTION OF PUBLIC AND UTILITIES

a. Interference with Utilities: The Contractor shall not make connections to existing water mains, operate valves, or otherwise interfere with the operation of existing water distribution system until he has given seventy-two (72) hours notice to the affected owner and secured his approval of the proposed action. The Contractor shall notify gas, electric, and telephone companies, and all other utility companies having facilities which are subject to interference, at least 72 hours in advance of the time he proposes to perform Work in the area so that they may take such precautions as they deem necessary to protect their properties. Contractor shall be responsible for calling a code 53 prior to commencement of work.

b. Protection of the Public: When necessary to close a street temporarily, detours shall be provided, and these shall be plainly and adequately marked. Adequate barricades, lights and other warnings shall be provided and erected to protect the public from the Work. No additional compensation will be allowed for traffic control; all costs thereof shall be included in the lump sum and unit prices bid for the Work.

c. Maintenance of Access: The Contractor at all times shall maintain streets and thoroughfares in such condition as to provide ready access to business establishments and private dwellings.

Where necessary, suitable bridges shall be constructed over trenches for pedestrians and vehicular traffic. All such temporary structures shall be safe in all respects, and shall comply with OSHA regulations. The Contractor shall be liable for any damages or injuries resulting from his Work. The Contractor shall ascertain the evenings on which business establishments are open in the section where Work under this Contract is being performed, and he shall clean up and prepare the business section for the usual activities on those evenings.

12. TEMPORARY LIGHT, POWER, HEAT AND WATER

a. The Contractor shall provide all wiring, piping, metering equipment, fixtures, current, fuel, etc., for temporary light, power, heat and water required for the construction Work, and shall operate and maintain same at his own expense.

b. All wiring for electrical light and power shall be installed and maintained in a first-class manner, as ordered or approved, and securely fastened in place at all points. Unless otherwise authorized, circuits separate from lighting circuits shall be used for all power purposes. Electric light and power lines shall be kept as far as is practicable from telephone or signal wires and from wires for firing blasts. Special precautions shall be taken to avoid short circuits in any part of the wiring system. All wiring and conduits shall be removed when directed, on or before the completion of the Work of this Contract.

c. If, in the opinion of the Engineer, the temporary facilities provided by the Contractor are inadequate, the Contractor will not be permitted to proceed with any portion of the Work thereby affected.

d. The Contractor shall provide, at his own expense, the water supply necessary for drinking purposes, and all water required for the performance of the Work.

13. UNFORESEEN DIFFICULTIES

a. The Contractor shall bear all losses arising out of the nature of the Work to be performed under this Contract, or resulting from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the Work, or from the action of the elements, or from encumbrances on the site of the Work.

14. PHOTOGRAPHS OF PROJECT

a. The Contractor shall furnish photographs in the number, type and stage as enumerated below:

(1). All facades and site features located within the contract limit line prior to commencement of construction.

(2). All facades and site features located within the contract limit line, at project completion.

(3). One (1) photograph of each easement and generally at special construction, sidewalk, sewer construction and as directed by the Engineer, taken prior to, and upon completion of construction. Photographs shall comprise a minimum total of fifty 3" x 5" color, glossy prints.

(4). In addition, the Contractor shall furnish photographs taken prior to commencement of construction along all State, County and Local roads, and at such other points as may be designated by the Engineer.

15. MAINTENANCE OF TRAFFIC

a. The Contractor shall cause as little inconvenience to traffic as is possible, and effort shall be made to preserve at least one-way traffic on all streets at all times.

b. The handling of traffic on State and County Highways shall be with the approval of and in accordance with the requirements of the New York State Department of Transportation in the case of State Highways, and Westchester County Highway Department in the case of County highways. The Contractor shall consult with the Chief of Police, with the Chief of the Fire Department, and with the Highways Superintendent to ascertain requirements with respect to Village and Village Roads and the directions of these officials are to be fully complied with in all details. All necessary permits for the Work shall be obtained and paid for by the Contractor. No additional payments will be made for maintenance and control of traffic.

16. WORK IN STATE OR COUNTY ROADS

a. Where sewer lines traverse or cross roads which are under the jurisdiction of the State or County, the Contractor shall post bonds and shall obtain all necessary permits and assume the costs in connection with the bonds and departmental supervision.

17. INSURANCE

The limits of coverage required for the Contract are described in the Bidding Documents under Section H "Insurance".

18. LAYOUT OF WORK

The Contractor shall perform all layout work necessary for the satisfactory execution of the construction as shown on the Contract Drawings and all costs in connection therewith shall be included in the contract price(s).

The Contractor shall employ competent personnel and all work shall be subject to the approval of the Engineer.

The Contractor shall be held responsible for the protecting and safe guarding of all control

points and bench marks set by the Engineer and his own forces. Any replacement or re-establishment of control points or bench marks by the Engineer, shall be at the expense of the Contractor.

The required horizontal and vertical control necessary to perform this work will be supplied by the Engineer at a later date.

19. WORK BY OTHERS

Private utilities, Contractors, Developers or other parties may be expected to be working within the Contract Area during this Contract. These may be as specifically listed hereafter or if not so listed, shall be determined by the Contractor. When two or more contractors are working in the vicinity simultaneously the contractor shall conduct his work harmoniously with the requirements of the other contractors and shall not interfere with or delay their work.

It shall be the responsibility of the Contractor to coordinate his work under this Contract with the work being done by others in order that the construction may proceed in an efficient and logical manner. The Contractor shall have no claim or claims whatever against the Owner, Engineer, or other parties due to delays or other reasons caused by the work by others or his failure to coordinate such work.

The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate his work with theirs.

If any part of the Contractor's work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the Engineer any apparent discrepancies or defects in such work that render it unsuitable for such proper execution and shall constitute and acceptance of the other contractors works as fit and proper to receive his work, except as to defects which may develop in the other separate contractors work after the execution of the Contractor's work.

Should the Contractor cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, settle with such other contractor by agreement or arbitration, if he will so settle. If such separate contractor sues the Municipality or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, see General Condition hereof, Section 134, Arbitration and Litigation.

20. SCHEDULE OF DRAWINGS

DRAWING NO.	TITLE	DATE
1	Title Sheet	4/22/2022
2	Staging Plan	4/22/2022
3	Basic Work Traffic Control Plans	4/22/2022
4	Basic Work Traffic Control Notes	4/22/2022
5	Site Preparations & Removals Plan	4/22/2022
6	Layout & Materials Plan	4/22/2022
7	Grading & Drainage Plan	4/22/2022
8	Site Preparations & Removals Plan	4/22/2022
9	Layout & Materials Plan	4/22/2022
10	Grading & Drainage Plan	4/22/2022
11	Site Preparations & Removals Plan	4/22/2022
12	Layout & Materials Plan	4/22/2022
13	Grading & Drainage Plan	4/22/2022
14	Site Preparations & Removals Plan	4/22/2022
15	Layout & Materials Plan	4/22/2022
16	Grading & Drainage Plan	4/22/2022

17	Site Preparations & Removals Plan	4/22/2022
18	Layout & Materials Plan	4/22/2022
19	Grading & Drainage Plan	4/22/2022
20	Site Preparations & Removals Plan	4/22/2022
21	Layout & Materials Plan	4/22/2022
22	Grading & Drainage Plan	4/22/2022
23	Site Preparations & Removals Plan	4/22/2022
24	Layout & Materials Plan	4/22/2022
25	Grading & Drainage Plan	4/22/2022
26	Site Preparations & Removals Plan	4/22/2022
27	Layout & Materials Plan	4/22/2022
28	Grading & Drainage Plan	4/22/2022
29	Miscellaneous Details I	4/22/2022
30	Miscellaneous Details II	4/22/2022
31	Miscellaneous Details III	4/22/2022

21. CONTRACTOR'S WORK AND STORAGE AREA

Approved areas within the Project Boundary are available for use by the Contractor, for work, storage of equipment, materials and trailers during the period of this Contract. The Contractor shall contact the Client to determine if any specific locations will be designated or gain their approval prior to using any other areas. The Contractor shall confine his work/storage area to the limits as designated or approved and shall be responsible for the security of the work/storage area. Upon completion of the Contract, the Contractor shall remove all equipment and materials except as otherwise specified and restore the site to its original condition as approved by the Engineer and at no cost to the Client.

22. "OR EQUAL" CLAUSE

UNLESS OTHERWISE SPECIFIED:

Whenever a material, article or piece of equipment is identified on the Contract Drawings or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., the intent is to establish a standard. Any material, article, or equipment of other manufacturers and vendors of equally high quality (particularly with regard to points specified in the specifications) which will perform equivalently within the design ranges specified will be equally acceptable provided that the material, article or equipment so proposed is, in the opinion of the engineer, of equal substance and function. Furthermore; the manufacturer must agree to comply fully with the warranty requirements of the specifications. The Contractor may not assume that substitute equipment will be approved by the Engineer and non-approval of said equipment will form no basis for a claim for additional compensation by the Contractor. No substitute equipment will be purchased or installed by the Contractor without the Engineer's written approval. If the Engineer's approval is obtained for alternate equipment, the Contractor shall, at his own expense, make any changes in the structures, building, piping or electrical necessary to accommodate the equipment and if engineering is required due to substitution of other material the Contractor shall reimburse the Owner for the engineering service.

23. TEMPORARY WATER MAIN SHUTDOWN

All work which requires an existing water main to be shut down temporarily shall be so scheduled and so executed to keep public inconvenience to an absolute minimum. The Contractor is hereby alerted to the fact that this shall require some work to be performed during unusual hours. Also, once an existing water main is shut down to allow reconnection to a new main, work shall continue diligently, without interruption, until the existing main can be returned to service. There shall be no separate payment for performing the above work but all cost incidental thereto are considered to be included in the various prices bid under this Contract.

24. RECORD DRAWINGS

Record Drawings will be made by the Contractor. The Contractor will be required to perform any necessary field measurements and provide reproducible record drawings.

25. GROUNDWATER AND WATER

The Contractor shall provide all necessary pumps, dams, drains, ditches, flumes, well points and other means of excluding and removing groundwater or water from any other source, from trenches, tunnels and other parts of the work and for preventing the trench slopes from sliding or caving. He shall sufficiently dewater all trenches, tunnels, or other excavations to completely dry out and solidify the bottom of the trench to whatever depth is necessary below said bottom of the trench to provide a firm, solid, completely dry bottom on which to place foundation material, lay pipe or build a structure.

It is expressly understood that the Engineer or Owner is not responsible for any flooding, high-water tables, underground water or any other water problems which may be encountered on any portion of the work called for under this Contract and that the Contractor must include all anticipated costs for dewatering all excavations in the price(s) bid under this Contract.

26. CONSTRUCTION, EXCAVATION AND DEMOLITION OPERATIONS AT OR NEAR UNDERGROUND FACILITIES.

The Contractor's attention is directed to the State of New York, Department of Public Service code 16 NYCRR Park 753-"Protection of Underground Facilities;"; call 1-800-962-7962 before digging.

Information regarding this law can be found at www.digsafelynewyork.com

27. COMPLIANCE WITH AIR AND WATER ACTS

This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the following requirements shall be inserted in full in all contracts and subcontracts with respect to any non-exempt transaction thereunder funded with assistance provided under this Contract:

- (1) A stipulation by the Contractor or subcontractors that any facility to be utilized in the performance of any non-exempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- (2) Agreement by the Contractor that he will include or cause to be included to criteria and requirements in paragraph (1) through (4) of this Section in every non-exempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.
- (3) A stipulation that as a condition for the award of the Contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) Agreement by the Contractor that he will include or cause to be included to criteria and requirements in paragraph (1) through (4) of this Section in every nonexempt subcontract and requiring that the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

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

28. GENERAL MUNICIPAL LAWS OF NEW YORK STATE

The attention of the Contractor is directed to the fact that all pertinent General Municipal Laws of the State of New York shall be adhered to including but not limited to the following:

This Contract is made subject to the provisions of Section 103-a of the General Municipal Law of the State of New York, effective July 1, 1959, which section is as follows:

103-a. Grounds for cancellation of contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or by a fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine this under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

Such person, and any firm, partnership or corporation of which he is member, partner, director or officer shall be disqualified from after selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that.

Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director officer may be canceled or terminated by the municipal corporation or the district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal, corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

The provisions of this section as in force and effect prior to the first day of September, nineteen hundred sixty, shall apply to specifications or contracts made or awarded by a municipal corporation or after the first day of July, nineteen hundred fifty-nine, but prior to the first day of September, nineteen hundred sixty.

The Contractor's attention is also directed to the requirement of the General Business Law and amended NYS Industrial Code Rule #23 NYS Department of Labor, Board of Standards and Appeals. The general Business Law requires that a Contractor give the utility concerned 72 hours written notice in advance of any of his construction or blasting near gas facilities. Industrial Code Rule #23 requires that a Contractor give the utility concerned 24 hours notice before commencing any construction near an overhead or underground electric facility.

29.DAMAGES , VANDALISM AND GRAFFITI

The Contractor is hereby advised that until final inspection, approval and acceptance of all newly Constructed work including but not limited to the construction of new sidewalk, driveway aprons, pedestrian ramps, catch basin lids, concrete and stone curbing, asphalt and/ or right-of-way restorations; he shall remain entirely responsible for maintaining and protecting such work from all forms of damages and vandalism and graffiti

Should any damage, vandalism or graffiti occur before final acceptance of the work by the Village The Contractor shall correct, repair or replace any defected work under the direction of the Superintendent of highways and / or the Village Engineer at his own expense with no additional cost to the Village. The Village of Mamaroneck reserves the rights to withhold payment of contractual work for which damages, vandalism and or/ Graffiti has taken place until such a time

whereas said defected work has been corrected by the Contractor to the Village's satisfaction.

30. EXISTING UTILITIES; UTILITIES SERVICE

Obstructions other than those as shown of the contract drawings may be encountered. The contractor shall understand that the Owner is not responsible for correctness or sufficiency of the information given and that he shall have no claim for relief from any obligation or responsibility under the contract because the extend, location, size, or character of any pipe, conduit, cable or other underground structure is incorrectly shown or has been omitted from the Contract Drawings. The Contractor shall notify all utility companies and authorities having buried utility service in the project area and file certificate of same with the Engineer prior to beginning work.

The Contractor shall maintain service in main lines and service connections for all utilities encountered, regardless of the type of utility or the arrangements necessary to maintain service. Water lines and service connections exposed during cold weather shall be protected against freezing. Service connections may be cut only by permission of the Owner of the utility, and a temporary connection shall be installed immediately. The Contractor shall notify all utility customers before interrupting their service. A permanent, first-class replacement of the cutout portion of the service connections shall be installed and inspected by the owner of the utility before backfilling.

The Contractor shall protect all utilities and subsurface structures encountered in the work. Because he may encounter some utilities and subsurface structures not shown on the Contract Drawings, the Contractor shall proceed with caution in executing his work. Insofar as is feasible, the contractor shall not disturb existing utilities but shall support and sustain them. The contractor shall repair all damage to any utilities and pay all cost of protecting them and replacing them as necessary including service connections encountered in the course of the work, regardless of character, function, conditions, size, location, material, construction, ownership, or interference with the alignment of pipeline to be built, whether such existing utilities, structures, or service connections are shown or not shown.

The Contractor is held responsible for all damage to all utility or other underground or surface structures, whether or not they are shown on the Contract Drawings, and he shall pay all costs for protecting them or for repairing and/or replacing them if they are damaged.

In addition to the general notification referred to above the Contractor shall advise such organizations at least 48 hours in advance of the time he proposes to start work in each street throughout the project, to allow representatives to locate their utility in the field.

The contractor shall notify the engineer of all exposed crossings where the utilities will have a clearance of 18" or less as measured between the outside walls of the pipe. The Contractor shall take all measurements he and/or the Engineer deem necessary to protect the existing and new pipes, sewers and utilities.

31. MANDATORY OSHA CONSTRUCTION SAFETY AND HEALTH TRAINING

Pursuant to NYS Labor Law 220-h – On all public work projects of as least \$250,000 all laborers, workers and mechanics working on the site are required to be certified as having successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.

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;

- training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.

A certification by the employer attesting that all employees have completed such 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 518-485-5696.**

The General Contractor will submit a copy of the certificate of each employee and subcontractor's employee to the Municipal Engineer or their authorized representative. These certificates will be randomly audited by the Municipality against contract employee payroll records submitted for payment.

32. SITE SPECIFIC COVID SAFETY PLAN

In anticipation of continuing social distancing practices, the Contractor will be required to provide a Site Specific Covid-19 Safety Plan. Any sites that cannot maintain distance and safety best practices must close.

**DOWNTOWN STREETScape IMPROVEMENTS
VILLAGE OF TARRYTOWN
TECHNICAL SPECIFICATIONS
SECTION L**

TABLE OF CONTENTS

		<u>PAGE</u>
W206.0101	Rock Excavation	2
W209.1703	Drainage Structure Inlet Protection, Prefabricated, Temporary	2
W603.9816	Roof Leader Connection	1
W604.0201	Remove Existing and Furnish and Install New Catch Basin	4
W604.0401	Remove Existing and Install Cast-In-Place Concrete Curb (As Detailed)	4
W615.0201	Furnish and Install Surface Mounted Bike Rack	1
627.50140008	Cutting Pavement	1
W634.0602	Reset Parking Meter	1
W645.8101	Remove, Store, and Reset Sign	1
W660.01	Replacing, Altering, & Adjusting Utilities	7
W880	Miscellaneous Additional Work	1
W851	Testing of Materials and Field Testing Equipment	1

MISCELLANEOUS CONSTRUCTION

NOTE: REFER TO <https://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us>
Use the latest based on the Letting Date for this bid. FOR ANY SPECIFICATIONS SHOWN ON PROPOSAL SHEETS
THAT ARE NOT INCLUDED HERE.

DIVISION O INTRODUCTION TO THE TECHNICAL SPECIFICATION

The following technical specifications shall apply to the various items of work which constitute the construction contemplated under this contract. To avoid excessive overlapping and repetition, there are certain sections, materials and items that are referred to in other items. In these cases, it is understood that the words such as culvert and sewer; sanitary and storm, utility and sewer; manhole and catch basin; structure and culvert, gravel and granular fill or material; select and selected, bituminous and asphalt; etc., are interchangeable. In cases where references are not given and the need arises for a specification, similar sections or related items shall govern.

Within the Technical and/or Supplemental Technical Specification of this Contract the following definitions shall apply:

Standard Specifications

Item O.A. shall mean the New York State, Department of Transportation, Design and Construction Division, "Standard Specifications Construction and Materials of January 8, 2008" and any subsequent Addendums. Only those portions of the Standard Specifications that are referred to in the "MATERIALS" and/or "CONSTRUCTION METHODS" sections of this Contract's Technical and/or Supplemental Technical Specifications, not supplemented and/or amended therein, shall apply. Within the referred to portions of the Standard Specifications wherein the following terms are used they shall mean respectively:

<u>TERM</u>	<u>RESPECTIVE MEANING</u>
State	Westchester County
Department	Department of Planning
Division	Division of Design
Design Staff	Division of Design Project Manager
Chief Engineer	Municipal Consulting Engineer,
Engineer	the
Engineer-in-Charge (E.I.C.)	Local Public Agency, or other Authorized Representative
Inspector	Representing the Local Agency or Owner, or other duly Authorized Representative
Laboratory	Laboratory Designated by the
Materials Bureau	Engineer, Local Agency, or Owner
Special Provisions	Special Conditions, Specifications
Standard Structure Sheet	Details shown on the Contract
Standard Sheet	Drawings

O.B. Applicable Safety Code: shall mean the latest edition including any and all amendments, revisions and additions thereto of the Federal Department of Labor, Occupational Safety and Health Administration's "Occupational Safety and Health Standards" and "Safety and Health Regulations for Construction," the State of New York, Department of Labor, Board of Standards and Appeals, Industrial Code Rule 23, "Protection of Persons Employed in Construction and Demolition Work," or State of New York "State Building Construction Code," whichever is the most stringent for the applicable requirement.

O.C. Local Regulatory Agency(ies): Local Regulatory Agency(ies) shall be defined as the governing body or authority having jurisdiction over or responsibility for a particular activity within the scope of this Contract. They may be as specifically defined within the Special Conditions, otherwise, the Contractor shall be responsible to determine same in the local area of the contract. "These Specifications" where used in the text of the Technical Specifications Items shall mean the Technical Specifications of this Contract.

O.D. Bid Proposal Items: Payment will only be made for items in the Bid Proposal. Other items may be included in the specifications but payment for items not listed in the Bid Proposal will be included in the cost of other items of work. Bid Proposal items shall have the same basic alphanumeric designation as the same item in the specifications with significant suffixes added as required.

ITEM W206.0101- ROCK EXCAVATION

DESCRIPTION:

Under this item, the Contractor shall carefully loosen, break up and excavate existing rock required for the proper completion of work shown on the plans, including trenches, and shall break up and dispose of the excavated material all as may be necessary for the proper execution of the work as outlined herein and as required in section 203-3.02 of the New York State Department of Transportation Specifications, 2008 edition and any subsequent addenda.

MATERIALS:

None specified.

CONSTRUCTION DETAILS:

"Rock Excavation" shall mean the excavation and removal of solid ledge rock which, in the opinion of the Engineer, requires for its' removal any of the following methods - drilling and blasting, wedging, sledging, barring or breaking up with a power tool. "Rock Excavation" shall also mean the excavation and removal of rock fragments, boulders, masses of masonry or pieces of concrete (except as specified below), regardless of the method employed, provided that the particular piece of the material in question exceeds 1 cubic yard in size when encountered in the excavation. The standard shall be reduced to 1/2 cubic yard in size when encountered in trench excavation.

The removal of hardpan, frozen earth, hard clay or other similar materials will not be considered "Rock Excavation", even though the material in question cannot be removed by backhoe or "Dipper Stick" without first being loosened by other means. Existing road pavements, curbs, gutters, sidewalks and drainage structures shall not be considered as rock.

Rock shall be excavated to the limits shown on the plans or as detailed on the appropriate standard sheet. Where rock is excavated beyond the prescribed limits, such additional space shall be refilled with select granular fill, controlled density fill or as directed by the Engineer at no additional cost to the County.

When a question arises as to whether material encountered is to be considered rock, the inspector shall have the right to instruct the Contractor to make a vigorous effort to remove it with his excavation machinery.

The rock shall be excavated to provide sufficient room for the proper construction of foundations and the installation of pipe. The limits shall be as detailed on the drawings.

Note: Blasting with explosive materials will not be permitted on this project.

W206.0101-1

ITEM W206.0101- ROCK EXCAVATION

Rock Excavation in Trenches: Unless otherwise directed, rock shall be fully taken out at least twenty-five (25) feet in advance of the laying of pipe. Rock shall be removed sufficiently at joints so they may be properly made. Rock shall be removed to a point six (6) inches below the bottom of the pipe. This six (6) inch space shall be filled with crushed stone as specified under Item 623.12 of the New York State Department of Transportation Standard Specifications, latest edition of and thoroughly tamped.

All excavated rock shall be removed from the site under this item. Any damage to the site beyond the payment limits shall be restored at the contractor's expense and will be deemed included in the bid price for this item.

METHOD OF MEASUREMENT:

The quantity of rock excavation to be paid for shall be the number of cubic yards of material, measured in its original position, excavated and disposed of in accordance with the plans, specifications and directions of the Engineer. Rock excavation shall be measured from the surface of the rock to the lines and grades shown on the plans. Boulders may, if necessary, be measured upon removal from the trench. Prior to the rock removal, the engineer shall be notified so that he may measure the rock. No payment will be made for rock excavated before such measurement is made.

BASIS OF PAYMENT:

The unit price bid for this work shall include the cost of all labor, materials and equipment required to satisfactorily complete the work, including the costs of excavation, backfill (except where select backfill paid for separately), disposal of excavated material, pre-splitting rock, and keeping the site dewatered when necessary and free from earth, water, ice and snow during construction.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
W206.0101	Rock Excavation	Cubic Yard

**ITEM W209.1703 DRAINAGE STRUCTURE INLET PROTECTION,
PREFABRICATED - TEMPORARY**

DESCRIPTION:

Under this item the Contractor shall furnish all labor, materials and equipment necessary to install the inlet protection in the locations shown on the drawings and as specified herein.

MATERIAL:

The intent of this device is to prevent construction silt from entering the existing closed drainage system. The Contractor can utilize one of the following products, or approved equal:

1. Silt Sack, as manufactured by ACF Environmental, 1801 A Willis Road, Richmond VA, 23237, phone no. (800) 644-9223.
2. SiltSifter Bag, as manufactured by Carthage Mills, 4243 Hunt Road, Cincinnati, OH 45242, (800) 543-4430, www.carthagemills.com. This product is locally available at Traffic Lane Closures, Brewster NY (845) 228-6100.
3. CheckDam Dura Bag, as manufactured by Carthage Mills, 4243 Hunt Road, Cincinnati, OH 45242, (800) 543-4430, www.carthagemills.com. This product is locally available at Traffic Lane Closures, Brewster NY (845) 228-6100.

These devices shall be manufactured from a woven polypropylene fabric, double stitched at all seams. See the detail for more information.

CONSTRUCTION DETAILS:

Refer to the manufacturer's instructions for installation of the inlet protection. It is the Contractor's responsibility to maintain this device throughout the duration of the project, and remove and dispose of the inlet protection at the end of the project.

If the inlet protection should break during construction, the Contractor is responsible for replacing the device immediately.

SUBMITTALS

Shop drawings are required.

MAINTENANCE

Each inlet protection should be inspected after every major rain event. The inlet protection shall be emptied before it is half full of sediment or construction debris. If any material should be released downstream of the construction site, the Contractor will be responsible for cleanup of the siltation released outside of the contract limit line.

METHOD OF MEASUREMENT:

The quantity of inlet protection to be paid for under this item shall be each installed and maintained in accordance with the plans and specifications and directions of the Construction Administrator.

ITEM W209.1703 DRAINAGE STRUCTURE INLET PROTECTION,
PREFABRICATED - TEMPORARY

BASIS OF PAYMENT:

The price bid shall be per each installed in place complete and shall include the cost of furnishing all labor, materials (including but not limited to inlet protection, rebar, removal of sediment), incidentals and equipment required to maintain and install the inlet protection in accordance with the plans and specifications, to the satisfaction of the Construction Administrator.

Payment shall be in increments, 50% paid at time of installation and balance paid when inlet protection is removed.

W603.9816 ROOF LEADER CONNECTION

DESCRIPTION

Under this item the Contractor shall furnish all labor, materials and equipment necessary to install four (4") inch diameter PVC pipe, including bends, fittings, etc., under the sidewalks and through the curbs, and the connection to the existing (and/or proposed) roof leaders as indicated on the drawings, or as uncovered in the field and as directed by the engineer.

MATERIAL

The pipe used shall be designation SDR 35. PVC pipe and fittings shall conform to ASTM D 3034 for diameters from 4"-15", with integral bell gasketed joints. Rubber gaskets shall be factory installed and conform to ASTM F 477. Pipe joints shall conform to ASTM D 3212. Pipe shall be made of PVC plastic having a cell classification of 12454 or 12364 as defined in ASTM D 1784 and shall have a SDR of 35 and minimum pipe stiffness of 46.

METHOD

The pipe shall be placed at the locations shown on the plans and as directed by the Engineer. All existing leaders shall have the pipe extended to meet them and all necessary fittings, bends etc. shall be employed to make the connection. The pipe shall run under the sidewalk through the curb and shall be cut flush with the face of the proposed curb. A minimum pitch of 1/8"/ft. is required. All pipes and connections must be in place prior to the pouring of the concrete sidewalks and concrete curb,

All holes in curb for roof leader shall be formed, cut and cleaned. No hand chiseling, chipping or other method shall be acceptable.

SUBMITTALS

Shop drawings are required.

METHOD OF MEASUREMENT

Measurement shall be the number of linear feet of roof leader drains installed in accordance with the plans and specifications and to the satisfaction of the Engineer.

BASIS OF PAYMENT

The price bid shall include the cost of furnishing all labor, equipment, material (including, bends, and fittings) and incidentals necessary or required to install roof leader drains to the satisfaction of the Engineer in accordance with the plans and specifications.

ITEM W604.0201 REMOVE EXISTING AND FURNISH AND INSTALL NEW CATCH BASIN WITH CURB PIECE

WORK

Under this item, the Contractor shall furnish all labor, materials and equipment necessary for the abandonment of the existing and installation of new catch basin, including concrete reinforced structure, frames, grates, top slab, and mortar in locations indicated on the plans, all in accordance with the drawings and specifications, to the satisfaction of the Construction Administrator.

Sawcutting shall be paid for under Item 627.50140008 Cutting Pavement.

INTENT

Existing catch basin shall be abandoned in place and backfilled; new catch basin to be installed.

MATERIALS

Catch basin shall be constructed of precast reinforced concrete sections. It shall be constructed at the required locations and to the prescribed lines, grades and dimensions indicated on plans or as directed.

Catch basin shall have a concrete base. Concrete shall conform to the requirements for Class "A" Portland Cement Concrete in Section 500 of the NYSDOT Standard Specifications dated May 1, 2008, and any subsequent addenda.

Inverts shall conform accurately to the sizes of the adjoining pipes. Invert channels may be formed of concrete or brickwork.

Gravel base material shall be as shown on details.

Precast Reinforced Concrete Catch basin shall conform to the requirements of current ASTM Specifications Designations C-478 and as approved by the Construction Administrator. Sidewalls shall be knockouts to accommodate pipe inverts. Catch basin must be able to withstand H2O loading. Height of catch basin shall be as needed to conform to catch basin detail and grading plan.

Brickwork: Shall be precast concrete pavers and bedding shall be Concrete Grouting Materials NYSDOT 701-05 or Concrete Repair Materials NYSDOT 701-04.

Mortar shall not be used for bedding material for frames and grates, around pipe connections or in between risers. Only Concrete Grouting Materials or Concrete Repair Materials will be allowed in those locations.

FRAMES AND GRATES

See Catch basin detail for type and size of frame and grate.

ITEM W604.0201 REMOVE EXISTING AND FURNISH AND INSTALL NEW CATCH BASIN WITH CURB PIECE

METHOD

EXCAVATION AND INSTALLATION

Existing catch basin shall be abandoned in place, with bottom slab being broken up to allow water percolation. Abandoned catch basin shall be filled, paid for under item 203.07

Area to receive new catch basin shall be excavated, unless otherwise specified, by open cut and shall be wide and deep enough to permit the installation of the sub-surface structure in a workmanlike manner. Pavement and materials removed which cannot be used elsewhere on-site as backfill material shall become the property of the Contractor and shall be disposed of in a legal manner off-site.

The Contractor shall remove all water from the excavation promptly, and continuously throughout the progress of the work, and shall keep the excavated areas dry at all times until the structure to be built is completed.

Where required for a safe and proper installation of subsurface structure, the Contractor will keep the sides of the excavation vertical by sheeting and bracing of adequate size and strength. Sheeting shall be driven to true alignment, in a proper manner to avoid splitting and to insure contact of adjacent pieces. If required for the proper execution of the work, when running sand, quick-sand, or other semi-fluid material equally difficult to handle is encountered, the timber sheeting shall be tongued and grooved. All voids which may occur behind the sheeting, whether drawn or left in place, must be carefully refilled with suitable material.

Before backfilling, Construction Administrator shall inspect and approve masonry work. Backfill shall be clean, excavated material, puddled and rammed every six (6) inches of depth.

LAYING BRICKWORK AND GRADING RINGS

Only clean brick and grading rings shall be used. Bricks shall be moistened by suitable means, as directed, until they are neither so dry as to absorb water from the mortar, nor so wet as to be slippery when laid.

Each brick shall be laid in a full bed and joint of mortar without requiring subsequent grouting, flushing, or filling, and shall be thoroughly bonded. Bricks shall be satisfactorily wet when being laid, and each brick shall be laid in cement mortar so as to form full bed, end and side joints at one operation. The joints shall not be wider than three eighth (3/8) inch except when the bricks are laid radially, in which case the narrower part of the joint shall not exceed one-quarter (1/4) inch. The bricks shall be laid in a workmanlike manner, true to line and wherever practicable the joint shall be carefully struck and pointed on the inside. Brickwork shall be laid with a satisfactory bond, and as it progresses, shall be raked back in course, unless otherwise permitted.

ITEM W604.0201 REMOVE EXISTING AND FURNISH AND INSTALL NEW CATCH BASIN WITH CURB PIECE

All fresh brickwork shall be carefully protected from freezing and from the drying effect of the sun and wind, and if required, it shall be sprinkled with water at such intervals and for such time as may be directed. Brickwork shall be protected from injuries of all sorts, and all portions which may become damaged or may be found defective shall be repaired, or if directed, shall be removed and rebuilt.

In freezing weather, bricks shall be heated sufficiently to remove all ice and frost. No brickwork shall be laid or re-laid when the temperature is below 25 degrees Fahrenheit.

SETTING FRAMES

Frames shall be adjusted to the final grades by the use of Concrete Grouting Materials NYSDOT 701-05 or Concrete Repair Materials NYSDOT 701-04 and/or precast concrete pavers. Frames shall be set with the tops conforming accurately to the grade of the pavement or finished ground surface, or as indicated on the drawings or directed by the Construction Administrator.

Frames shall be set concentric with the top of the masonry and in a full bed of bedding specified above so that the space between the top of the manhole masonry and the bottom of the flange of the frame shall be completely filled and made watertight. A thick ring of mortar extending to the outer edge of the bedding material shall be placed around and on the top of the flange. The bedding material shall be smoothly finished and have a slight slope to shed water away from the frame.

Suitable measures shall be taken to ensure that grates and covers shall have continuous, full and uniform bearing contact with their corresponding frames and shall be non-rocking when in place and under the influence of traffic or other loads.

INCIDENTAL WORK

The Contractor shall furnish materials for and shall do all incidental work to complete the structures, including the work of setting and adjusting frames, and plastering.

SUBMITTALS/SHOP DRAWINGS

Shop drawings are required prior to installation of the new catch basin, replacement parts and new frames, grates and curb pieces are required prior to catch basin work.

METHOD OF MEASUREMENT

The quantity shall be the number per each constructed in accordance with the plans and specifications and directions of the Construction Administrator.

BASIS OF PAYMENT

The price bid shall be a unit price per each constructed respectively, and shall include the cost of all labor, equipment, and materials required to abandon the existing catch basin in place, and all

**ITEM W604.0201 REMOVE EXISTING AND FURNISH AND INSTALL NEW
CATCH BASIN WITH CURB PIECE**

labor, equipment, and materials required to install the new catch basin (including but not limited to: brick, concrete repair material, precast structures, frames and grates) in place complete and shall include furnishing all labor, materials and equipment to prepare drainage structures and all incidentals.

W609.0401 REMOVE EXISTING AND INSTALL CAST-IN-PLACE CONCRETE CURB (AS DETAILED)

DESCRIPTION OF WORK

Under this item the Contractor shall supply all labor, materials, and equipment necessary or required to remove existing and install 6" wide concrete curb as indicated on the drawings and as specified herein, all to the satisfaction of the Construction Administrator.

MATERIALS

The material requirements, mix preparation and manufacturing of the concrete shall conform to the requirements for Class D Concrete as specified in Section 501, "Portland Cement Concrete – General" of the New York State Department of Transportation Standard Specifications of May 1, 2020, and any subsequent addenda.

Concrete shall contain an air entraining agent and shall have a strength of 3,500 lbs. per square inch at 28 days.

Expansion material shall be three-eighths (3/8) inch thick Premoulded Bituminous Joint Filler as specified in Section 705-07 of the New York State Department of Transportation Standard Specifications.

CURING

Immediately after finishing, and not more than 30 minutes after concrete placement, apply a clear with fugitive dye membrane curing compound at a rate of 1 gallon per 150 square feet. Do not apply curing compound in the rain. If rain damages the curing compound before it sets, reapply curing compound immediately after the concrete surface dries. Curing agent shall be from the approved NYSDOT materials list.

PROTECTION

The Contractor shall apply a penetrating type protective sealer which is alcohol based and in compliance with the volatile organic compound (VOC) requirement of the NYSDEC regulation 6NYCRR, Part 205 'Architectural Surface Coatings.' Application shall be in conformance with the manufacturer's instructions. Prior to any applications of the curing agent, the concrete surface shall be dry and cleaned of all dirt and debris. The following compounds are acceptable: 1) Hydrozo 100, as manufactured by BASF, 889 Valley Park Drive, Shakopee, MN, 55379, (800) 433-9517, www.basf.com, 2) Sil-Act ATS-100, as manufactured by Advanced Chemical Technologies, Inc., 100 W. Wilshire Blvd., suite C-1, Oklahoma City, OK, 73116, (800) 535-0433, www.advchemtech.com, or 3) Aridox 40, as manufactured by Anti Hydro International, Inc., 45 River Road, Flemington, NJ 08822, (800) 777-1773, www.anti-hydro.com or approved equal.

PREPARATION

The Contractor shall excavate to depths required for the installation of curb as indicated on the construction drawings. The Contractor shall remove the existing curb sufficiently to set the new curb at the depths detailed on the plans. If sub-grade is of unsuitable materials, all such materials

W609.0401 REMOVE EXISTING AND INSTALL CAST-IN-PLACE CONCRETE CURB (AS DETAILED)

shall be removed and replaced with select materials, as called for by the Construction Administrator, tamped, and brought up to the proper grade (see Unclassified Excavation specification.) Surplus materials not suitable for backfilling shall be disposed of legally off-site, the cost of which shall be deemed included in these items respectively.

CONSTRUCTION OF CURB

The Contractor shall construct poured concrete curb as per the details and construction drawings. For concrete curbs with a reveal, the back of the curb shall be plumb, and the face shall be battered with the front edge bullnosed with a one (1") inch radius. For concrete curbs with no reveal (found on pedestrian drop curbs), both the face and the back of the curb shall be plumb. All steel or wood forms shall be solidly braced, set accurately to line and grade, and set up well in advance of the time when the concrete shall be poured. No form is necessary on the side of the curb when it is adjacent to an existing concrete roadway. The curb shall be set with 6" reveals except where vehicular or pedestrian drop curbs are to occur. Curb shall be finished in such a manner that the exposed faces are smooth and free of voids or depression. Expansion joints three-eighths (3/8") inch in width shall be placed every twenty (20) feet, and where the ground changes in bearing character. The filler material shall be cut to conform to the cross section of the curb.

The Contractor shall provide the batter as shown on the construction details. Any curbing constructed without the proper batter shall be removed by the Contractor at its expense. Concrete shall not be poured until the Construction Administrator has checked the forms to the proper lines and grades. Any variations exceeding one-quarter (1/4) inch in grade or one-half (1/2) inch in line shall be corrected. The Construction Administrator shall also check the bracing of the forms, the sub-grade conditions, and the proposed procedure of the pour. The Contractor shall provide such assistance as may be required in checking, and shall be responsible for the proper shape, line and grade of, the new curb.

The forms shall be left in place until the concrete has set sufficiently so that, in the opinion of the Construction Administrator, they can be removed without injury to the curb. Concrete curb is to be finished in such a manner that the face is smooth and free from any porous areas, cracks, chips and breaks which may be considered objectionable by the Construction Administrator. Only magnesium floats and trowels are allowed. The use of aluminum or steel finishing trowels and tools is prohibited.

The newly laid curb shall be protected from traffic by barricades or other suitable methods until the concrete has properly set as judged by the Construction Administrator.

The Contractor shall not leave the concrete wet and susceptible to marks by passersby (including footprints and graffiti), and must provide adequate protection to discourage this. The Contractor shall also be mindful of the weather conditions and avoid pouring concrete prior to rain.

W609.0401 REMOVE EXISTING AND INSTALL CAST-IN-PLACE CONCRETE CURB (AS DETAILED)

Concrete marked in any way will not be accepted by the Owner and will be the responsibility of the Contractor to be removed and re-poured as directed by the Construction Administrator.

WEATHER

Except when given specific permission by the Construction Administrator to do otherwise, concrete sidewalk shall be poured only when the temperature is at least forty-two (42) degrees Fahrenheit and rising, with no indication of falling to freezing until a safe set is obtained. Concrete shall not be poured if any precipitation (snow, rain, etc.) is falling.

During the cold months protection from freezing shall be available before the pour is begun. When the air temperature is expected to fall below 35 degrees Fahrenheit anytime during the curing period of the concrete placement, a sufficient supply of straw, hay, or blanketing material approved by the Construction Administrator shall be provided at the work site. At any time during the curing period of the concrete when the air temperature may be expected to reach 32 degrees Fahrenheit and colder, the material so provided shall be spread over the pavement and maintained to prevent freezing of the concrete. Concrete damaged by cold weather as determined by the Construction Administrator shall be removed and replaced at the Contractor's expense.

The area behind the curb shall be backfilled and tamped to the proper grades with select materials.

SUBMITTALS

The Contractor shall submit design mixes of the materials and mixtures they propose to use as directed. A sieve analysis of the aggregate for the concrete shall be submitted.

DISPOSAL

Materials removed shall become the property of the Contractor and shall be disposed of legally, off-site. See Item 203.02 Unclassified Excavation and Disposal, NYSDOT Standard Specifications, latest specification for the proper method of disposal.

METHOD OF MEASUREMENT

The quantity to be measured for payment shall be the number of linear feet of removed existing curb which is replaced by installing 6" wide concrete curb

BASIS OF PAYMENT

The quantity to be paid for under this item shall be the number of linear feet installed in accordance with the plans, specifications and directions of the Construction Administrator.

The price bid shall be a unit price per linear foot installed complete and shall include the cost of furnishing all labor, materials, equipment (including, but not limited to removing of existing

W609.0401 REMOVE EXISTING AND INSTALL CAST-IN-PLACE CONCRETE CURB (AS DETAILED)

curb, excavation, backfilling, subbase material, removal and disposal of surplus material, concrete, curing agent, protective sealant, reinforcing, expansion joints) and incidentals necessary or required to complete the work in accordance with the plans and specifications, to the satisfaction of the Construction Administrator.

The Contractor shall include in its bid price the costs (including but not limited to cylinder preparation, test materials, delivery to testing lab, lab fees and reports) involved in pouring test cylinders as specified herein. The cylinders shall be numbered, dated and tested for crush strength and slump by a laboratory approved by the Construction Administrator. Test cylinders shall be collected on site by the laboratory and test results shall be submitted directly to the Construction Administrator by the laboratory. Test cylinders shall be scheduled by the Contractor for collection by the lab no more than seven (7) days after the pour. The Contractor shall allow the cylinders to cure on-site for seven (7) days and shall be responsible for the proper handling and protection of the cylinders at all times.

ITEM NO. W615.0201 FURNISH AND INSTALL SURFACE MOUNTED BIKE RACK

WORK:

Work under these items shall consist of furnishing all labor, equipment and material necessary or required to completely install BIKE RACK in accordance with the plans and specifications.

MATERIALS:

The following site furniture shall be manufactured by Vestre, Inc. 1740 Broadway, 15th Floor, New York, NY 10019. Urban Bicycle post 586A

Bike rack shall be a two loop model.

PREPARATION

Leg shall be installed plumb and level into the concrete pavement, and use galvanized steel hardware.

SUBMITTALS

Shop drawings are required.

MEASUREMENT

The quantity of bike rack to be paid for under this item shall be the number per **each** installed in place in accordance with the plans and specifications and the directions of the Engineer.

BASIS OF PAYMENT:

The price bid shall be per bike rack and shall include the cost of furnishing all necessary labor, materials and equipment, including installation, necessary to complete the work in accordance with the plans, specifications and to the satisfaction of the Engineer.

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 NO. W634.0602 RESET PARKING METER

DESCRIPTION:

Under this item, the Contractor shall furnish all labor, materials and equipment necessary to salvage, store and reset existing parking meters and provide new post and post sleeve in the locations shown on the drawings and as specified herein.

MATERIALS:

Sleeves and new meter shall be rolled, hot dipped, galvanized (inside and out) Schedule 40 pipe. New posts shall be 5' long for meter posts. **Inside diameters shall be determined by Contractor to accommodate existing meters/ bus stop sign.**

Any additional meters required by the scope of this work shall be provided by the Municipality.

CONSTRUCTION DETAILS:

The meters shall be delivered and stored in the Municipal Yard, or in the secured locations specified by the Municipality. The work shall include removal, transport and storage of meter heads, placement of new meter sleeve/post with its respective concrete footing, grouting, and resetting of new post and existing meter head.

The meter sleeves shall be set prior to the pour of the concrete sidewalk at the locations specified by the Municipal Engineer.

The space between the meter sleeve and the meter post shall be grouted as shown on the plans. Grout shall be Sikagrout 212, as manufactured by Sika Corporation, 201 Polito Avenue, Lyndhurst NJ 07071 (201) 933-8800, www.sikausa.com, or approved equal. Contractor shall excavate to depths required for installation of footings, and shall backfill work approved by the Engineer with suitable excavated materials. Meter sleeves and posts shall be installed plumb and level.

BASIS OF PAYMENT:

The quantity of relocated parking meters to be paid for under this item shall be per each in accordance with the plans and specifications and directions of the Engineer.

METHOD OF MEASUREMENT:

The bid price for each reset meter furnished and installed shall be a unit price of each and include the cost of furnishing all labor, equipment and material (including excavation, galvanized post, galvanized pipe sleeve, concrete footing, grouting, new meter post, resetting of existing meter heads), all in accordance with the plans and specifications and to the satisfaction of the Engineer.

ITEM NO. W645.8101 – REMOVE, STORE, AND RESET SIGN

DESCRIPTION OF WORK

Under Item W645.8101, the Contractor shall remove and store existing sign, furnish and install new u-channel sign post and reset existing sign panel at the locations shown on the plans or where directed by the Construction Administrator.

MATERIALS

The Contractor shall furnish and install steel U-Channel posts that are in Conformance with NYSDOT Type 'A' Posts, including breakaway features. Type 'A' sign posts shall be selected from the NYSDOT approved list of Type 'A' sign support. Posts shall be produced from high strength billet steel, grade 80-SP, chemical properties of the steel shall conform to ASTM A-1 and physical properties shall conform to ASTM A-499.

Splice hardware shall be as supplied or recommended by the manufacturer, either zinc-plated per ASTM B-633 (minimum 0.315 mil coating thickness) or cadmium plated according to ASTM B-766 (Class B).

All materials used in this work shall meet the requirements of the *Subsection 645-2 of the Standard Specifications of the New York State Department of Transportation.*

CONSTRUCTION METHODS: The provisions of *Subsection 645-3 of the Standard Specifications of the New York State Department of Transportation.* shall apply.

METHOD OF MEASUREMENT

Measurement for **Item W645.8101** shall be per Each new U-Channel Sign Post installed and reset existing sign panel according to the plans and specifications.

BASIS OF PAYMENT

The price bid shall include the cost of furnishing all labor, materials, equipment and incidentals required to complete the work of installation including but not limited to removal and disposal of existing post, erection of new post, and replacement of missing or damaged nuts, bolts, washers, hinge plates, touch-up, and all work necessary resetting of existing sign, all in accordance with the plans and specifications and direction of the Construction Administrator.

ITEM W660.01 – REPLACING, ALTERING & ADJUSTING UTILITIES

DESCRIPTION

General

This work shall consist of replacing, altering and adjusting (with prefabricated adaptors) utility company (gas, electric, water, telecom etc.) manholes castings, frames and grates covering subsurface vaults, valve boxes and other casting and covers where indicated on the plans or as directed by the Engineer.

Definition of “Replacement”

Where required, the Contractor shall remove the upper section of the valve box and replace this top section and cover with new units.

Definition of “Altering”

When required, the Contractor shall excavate as necessary and raise or lower valve boxes (upper section) castings, manholes, vaults etc. to the new pavement elevations.

Definition of “Adjusting with Prefabricated Adaptors”

Where required, the Contractor shall furnish and install prefabricated adaptors for valve box or manholes. Contractor will only be required to install prefabricated adaptors for valve box or manholes if plans indicate that they are being furnished by the appropriate utility owner.

MATERIALS

Altering

Unless specifically designated on the plans, the Contractor shall have the option of adjusting these items with one of the following materials meeting the requirements of the New York State Specifications, Section 700-Materials:

Common Brick	704.01
Concrete Brick	704.02
Cast-In-Place Concrete-Class A	-----

Other materials required for construction of this item shall meet the following specifications of N.Y.S. Section 700 Materials.

ITEM W660.01 – REPLACING, ALTERING & ADJUSTING UTILITIES

Mortar for Concrete Masonry	705.21
Steps for Catch Basins and Manholes	725.02

Portland cement concrete for concrete pavement restoration shall be as specified under Section 503 of the New York State specifications and shall be high early strength concrete, Class F, with the following properties:

<u>Cement</u> <u>lbs./cy</u>	<u>Sand %</u> <u>Total Agg.</u> <u>(Solid</u> <u>Volume)</u>	<u>Water/</u> <u>Cement</u>	<u>Air</u> <u>Content</u>	<u>Slump</u> <u>Range</u>	<u>Type of</u> <u>Course Agg.</u> <u>Graduation</u>
716	34.6	0.58	6.0	2-5	CA2
			100% passing		1 1/2"
			27-58%	"	1/2"
			0-8%	"	1/4"

Asphalt pavement restoration shall meet the requirements specified in Subsection 401-2.01 through 401-2.05 of the New York State Specifications.

Valve box top section and cover shall be of the same manufacturer as the section being replaced and/or as specified by the Owner of the system.

The heavy duty cover shall be marked "WATER." Where the Owner permits substitution for the replacement unit, the iron casting shall conform to at least the minimum requirements of ASTM A43, class 30B unless otherwise specified.

Iron castings shall be true to pattern in form and dimensions, free from pouring faults, sponginess, cracks, blow holes and other defects that affect their strength or intended service. The castings shall not have blow holes plugged or filled with putty or cement of any kind. The castings shall be boldly filleted at angles and the arrises shall be sharp and perfect.

The Engineer shall accept or reject any casting not meeting these minimum requirements.

Adjusting with Prefabricated Adaptors

Adaptors for valve boxes shall meet the material requirements of subsection 660-2.1.3 and in addition the adaptor shall sit on the inner seat of the cover and top rim, not on the top rim of the valve box. The shaft shall extend down into the valve shaft at least half its total length. The adaptor shall sit firmly and securely into the valve box.

ITEM W660.01 – REPLACING, ALTERING & ADJUSTING UTILITIES

The cover shall be made for the adaptor and have a long skirt to prevent dislodging.

Acceptance of the type of adaptor the Contractor intends to use will be judged to be acceptable on the basis of inspection and approval of the Engineer. Such information must be made available to the Engineer before any order is placed.

Utility company boxes or castings that require alteration, adjustment or replacement may or may not be furnished to the Contractor. Contractor shall refer to plans and Subsection 4.0 for specifics. Utility furnished items shall be off-loaded (including pick up) and stored by the Contractor.

CONSTRUCTION DETAILS

Altering Valve Boxes, Manholes etc.

The Contractor shall accurately locate all manholes, frames and grates and other valve and castings to be raised prior to paving operations. All utility castings, covers and boxes shall be exposed prior to end of day. Contractor shall then proceed to resurface over the castings. 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 one (1) foot outside the outer edges of the bottom flange of the casting. He shall also make any other excavation necessary to adjust it to the proposed elevation at new pavement.

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

The casting shall then be adjusted to meet the new grade of the proposed top course of resurfacing.

Alterations to the structure shall be made with the same type of material used in the original construction unless otherwise indicated on the plans or specified by the Engineer. All castings shall be set in a full bed of Portland Cement Mortar. All masonry shall be done in a workmanlike manner by qualified and competent masons. No structure shall be backfilled until all mortar has completely set.

The inside faces of all courses of material used to establish the new elevations of all structures shall be parged with 1/2 inch cement mortar.

ITEM W660.01 – REPLACING, ALTERING & ADJUSTING UTILITIES

The excavated pavement, subgrade, or shoulder courses must be replaced in kind, to the elevations of the existing pavement, subgrade or shoulder in order to maintain a uniform road section.

At areas of concrete pavement restoration, the Contractor shall not proceed with his paving operations until the concrete pavement has cured for the required time. Asphalt shall be placed in lifts not to exceed 4 inches and compacted with a pneumatic ram type device.

Altering Vaults

Just before the asphalt course(s) is placed around the open grate vault, the Contractor shall cover the grates with a plastic sheet or building paper and place timber planking of sufficient thickness (overlying thickness) to act as filler material on the covering. Immediately after the paving equipment clears the grate, this cover material shall be removed to allow any heat or gases generated by the equipment in the vault to escape. This operation is extremely important to ensure the safety of the personnel and equipment.

The frame shall then be excavated from the pavement and set to the required line and grade as directed in subsection 660-3.0.m In addition to these requirements, the Contractor shall remove the grates only after the frame is free of the pavement and ready to be adjusted to the new elevation. All mortar work must be performed from the road surface being careful not to drop material into the vault.

No person working for the Contractor shall enter the vault opening unless so directed and instructed by the Engineer. A utility representative must be present to approve access.

Any damage to equipment caused by the Contractor's operations/actions shall be corrected at his expense with no indemnity to the County or the utility owner(s).

After setting the frame, the grates are to be replaced so as to close the surface opening.

Replacement of Valve Boxes

Water Valve Box Replacement shall be subject to Subsection 660-3.0. In addition, the top section of the water valve box shall then be replaced and set to meet the new grade of the proposed top course or resurfacing. The excavated area shall be backfilled with selected material and properly tamped to the subgrade or the existing pavement. Pavement shall then be restored.

If the valve box is not located in a paved area, the top section of the water valve box shall be supported on a six inch cement concrete collar (six inches in depth). The excavated

ITEM W660.01 – REPLACING, ALTERING & ADJUSTING UTILITIES

area shall be backfilled and properly tamped with selected material before installation of concrete collar.

Adjusting with Prefabricated Adaptors (aka Rings)

Prefabricated Adaptors for Gas Boxes - The Utility Owner will deliver to the contract site the necessary adaptors of the required sizes with new covers if necessary. The Contractor shall off-load them in a designated area for storage by the Contractor. Installation shall be governed by Subsection 660-3.3.

Adaptors for Water Valve Boxes shall be subject to Subsection 660-3.0. In addition, the existing casting shall be thoroughly cleaned and shall be free from rust, grease or other foreign material before adaptors are installed.

The contact surfaces of the existing casting shall then be painted with a liquid asphalt. The Adaptor shall be installed while the liquid asphalt is still tacky. Adaptors shall be temporarily protected, if necessary, by asphalt concrete ramps three (3) feet in diameter and placed in a manner approved by the Engineer. Said ramps are to be removed to permit laying of bituminous course or courses during paving operations. No direct payment for this ramp construction or removal will be made.

Protection of structures - The Contractor shall protect the altered casting and adaptors from damage due to traffic or his paving operations at all times. Any unit that is broken or damaged shall be replaced by the Contractor at his expense.

SUBMITTALS

The Contractor shall supply payment schedule given to the Contractor by any utility giving reimbursement for work to their facilities for altering, replacing or adjusting utilities.

METHOD OF MEASUREMENT

Altering Valve Boxes, Manholes, Castings and Covers and Utility Vaults Castings - The quantity to be measured for payment will be the number of each type of casting and vault altered (excavated; raised or lowered) as set forth in the contract, which are counted as having been completed and accepted.

Replacing Valve Boxes** - The quantity to be measured will be the number of valve boxes and covers furnished and installed in an acceptable manner.

Adjusting Valve Boxes, Manholes etc. with prefabricated adaptors** - The quantity to be measured for payment will be the number of prefabricated adaptors and covers furnished and installed as required.

ITEM W660.01 – REPLACING, ALTERING & ADJUSTING UTILITIES

** Water & Gas Utilities Only – Contractor shall refer to plans for specifics on whether or not the Utility Company will furnish the Valve Boxes and/or Prefabricated adaptors. If items are not specifically noted to be furnished/supplied by the Utility owner, the Contractor shall furnish and install the appropriate items. If the Utility company is noted to furnish these items, the Quantity to be paid under the appropriate item shall be the number of valve boxes (including cover) or valve prefabricated adaptors taken from storage and installed in accordance with this specification. Contractor will be responsible for: a) scheduling the Utilities Delivery of said items; b) offloading the items; c) installation of items.

Differences in size or shape of adaptor shall not affect the quantity of payment nor the number of units counted under this item.

BASIS OF PAYMENT

Payment will be made for each kind of casting adjusted and each kind of adaptor incorporated into the contract. The unit price bid for each item shall constitute full compensation for all labor, equipment, materials and incidentals necessary to complete the work as specified.

Payment will be made under:

<u>Item No.</u>	<u>Item</u>	<u>Pay Unit</u>
W660.01	Altering Water Valve Boxes	Each
W660.01A	Adjusting Water Valve Boxes with Prefabricated Adaptors	Each
W660.01R	Replace Water Valve Boxes	Each
W660.30	Altering Gas Valve Boxes	Each
W660.30A	Adjusting Gas Valve Boxes with Prefabricated Adaptors	Each
W660.30R	Replace Gas Valve Boxes	Each
W660.40	Adjust Electrical Manhole for Resurfacing Work	Each
W660.441	Adjust Electrical Casting & Cover (Rectangular)	Each
W660.443	Altering Electrical Casting & Cover (Rectangular) (Multiunit – 3)	Each

ITEM W660.01 – REPLACING, ALTERING & ADJUSTING UTILITIES

W660. 4510	Altering Electrical Vault Frame and Grate for Resurfacing Work (10' lg)	Each
W660.4514	Altering Electrical Vault Frame and Grate for Resurfacing Work (14' lg)	Each
W660. 50	Adjust Telephone Manhole for Resurfacing Work	Each

ITEM W800 - MISCELLANEOUS ADDITIONAL WORK

DESCRIPTION:

Under this item the Contractor shall furnish all labor, materials, and equipment required to accomplish miscellaneous additional work:

1. Necessitated by encountering during the course of the work field conditions of a nature not determinable during design; or
2. For which no unit prices are applicable

METHOD OF MEASUREMENT:

Only that miscellaneous work shall be performed by the Contractor and will be paid for by the County, which has been authorized by the Inspector in writing, prior to its commencement.

The dollar-cents amount set forth in the proposal is a fixed price for all bidders and shall not be changed. If the amount is altered, the new figure will be disregarded and the original amount used to determine the total amount bid for the contract.

Article 19 of the Information for Bidders, entitled " Increase or Decrease of Quantities: Elimination of Items", will still apply relative to the percentage of the total awarded contract price that the work under the contract may be increased or decreased.

PAYMENT:

The total amount paid the Contractor under this item will be determined in accordance with the provisions of Article 30 of the General Clauses, entitled " Extra Work: Increased Compensation/Decreased Work: Credit to the Owner", and such payment will include only that overhead and profit that is applicable to the work performed under this item.

Each contractor shall include in his total bid the price printed in the Proposal, and any bid other than the specified amount will be considered informal.

ITEM W851 - TESTING OF MATERIALS AND FIELD TESTING EQUIPMENT

DESCRIPTION:

Under this item the Contractor shall include in their bid the sum printed in the Proposal opposite this item for testing and inspection fees and costs and for the purchase of field testing equipment.

Contract items shall be tested and inspected as per the item specification in such amounts as directed by the Engineer. The laboratories and arrangements for this testing shall be made by the Engineer only.

Field testing equipment, as needed, shall be purchased for the Engineer's use according his direction. The equipment shall remain the property of the County.

The Contractor shall submit all bills and vouchers for testing and inspection services and costs and testing equipment to the Engineer for audit and approval before payment. After payment, a receipted copy of each bill or voucher shall be returned to the Engineer. All bids shall be paid within 30 days after their approval by the Engineer.

Bills not paid within 30 days will be paid by the County and the amounts of such payments shall be deducted from the Contractor's estimates together with a collection charge of 3% of the amounts so paid by the County.

METHOD OF MEASUREMENT:

The dollar-cents amount set forth in the proposal is a fixed price for all bidders and shall not be changed. If the amount is altered, the new figure will be disregarded and the original amount used to determine the total amount bid for the contract.

PAYMENT:

The amount paid the Contractor under this item shall be the actual total amount of the bills and vouchers approved by the Engineer for testing and inspection of materials and purchase of field testing equipment and an additional five percent (5%) for administrative costs.

The amount printed on the Proposal appears for purpose of canvas. Any bid other than the specified amount will be considered informal. The actual amount spent may be more or less than the amount stipulated in the Proposal.