

**TOWN OF YORKTOWN  
BID AND SPECIFICATIONS  
FOR THE  
PREVENTATIVE MAINTENANCE & ON-CALL  
SERVICES OF EMERGENCY GENERATORS  
BID #23-8**

**Tom Diana  
Town Supervisor**

**Dan Ciarcia, P.E.  
Town Engineer**

**Dated: August, 2023**

**INVITATION TO BID**

**PREVENTATIVE MAINTENANCE & ON-CALL SERVICES OF  
EMERGENCY GENERATORS  
TOWN OF YORKTOWN, NEW YORK**

Sealed proposals will be received by the Town Clerk of the Town of Yorktown, Westchester County, New York, at the Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, until **10:00 A.M. on September 5, 2023** for the **Preventative Maintenance & On-Call Services of Emergency Generators, Bid #23-8**.

Specifications and standard proposals for the bid may be obtained at the office of the Town Clerk at said Town Hall, as well as on the Town of Yorktown's website at [www.yorktownny.org](http://www.yorktownny.org) and on BidNet Direct at [www.bidnetdirect.com](http://www.bidnetdirect.com).

The bidder assumes the risk of any delay in the mail or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having bids in on the time and the place specified above.

The Town of Yorktown reserves the right to waive any informalities in the bids, to reject any or all bids and reserves the right to accept that bid which it deems most favorable to **the interests of the Town of Yorktown**. **No bidder may withdraw his bid within sixty (60) days** after the actual date of the opening thereof.

If mailed, sealed proposals must be addressed in care of the Town Clerk at the above address.

**DIANA QUAST, TOWN CLERK  
Master Municipal Clerk  
Town of Yorktown**

**Dated: August, 2023**

**TOWN OF YORKTOWN  
SERVICE AND PUBLIC WORKS CONTRACTS BID**

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The Bid Documents consists of the following documents:

1. **Invitation to Bid**
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4. **Part Three** Technical Specifications
5. **Part Four** Addenda, if any
6. **Part Five** Prevailing Wage Schedule
7. **Non-Collusive Bidding Certificate**

Wherever in the Bid Documents any section or paragraph is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect.

Note: A submitted bid will consist of:

1. one original completed **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder; and
2. a signed and notarized Non-Collusive Bidding Certificate.
3. a signed acknowledgement of Addenda, if any

**TOWN OF YORKTOWN  
SERVICES AND PUBLIC WORKS CONTRACTS BID**

**PART ONE**

**BID PROPOSAL FORM**

The Town of Yorktown seeks bids from qualified parties to perform the following:

**PREVENTATIVE MAINTENANCE & ON-CALL SERVICES  
OF EMERGENCY GENERATORS**

BIDDER'S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):

\_\_\_\_\_

BIDDER'S D/B/A NAME (if any) \_\_\_\_\_

**TOTAL BID AMOUNT (FROM ATTACHED SUMMARY SHEET):**

**Dollar Amount:**    \$ \_\_\_\_\_

**Amount in words:** \_\_\_\_\_

**SEE NEXT PAGE FOR BID BREAKDOWN PAGES**

The contract term for this project shall be for the duration of two (2) years, commencing on or about September 5, 2023. Upon mutual consent of the Contractor and the Town, the contract may be extended for one additional term of two (2) years at the same price, terms and conditions as stated herein.

Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc.

**TOWN OF YORKTOWN  
SERVICES AND PUBLIC WORKS CONTRACTS BID**

**PART ONE**

**BID PROPOSAL FORM**

**NAME OF CORPORATE OFFICER OR OTHER AUTHORIZED PERSON  
TO SUBMIT BID FOR BIDDER:**

\_\_\_\_\_

Signed: \_\_\_\_\_

[Signature of authorized person]

TITLE of authorized person: \_\_\_\_\_

**BIDDER'S CORPORATE NAME:**

\_\_\_\_\_

**BIDDER CONTACT INFORMATION:**

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_

**LIST OF EMERGENCY GENERATORS SUMMARY SHEET**

**NAME OF BIDDER (print):**

Bid Item	Dept	Location & Description	Description	Number of Visits	Pay Unit	Yearly Cost	2-Year Cost
1	Sewer	Mohansic Pump Station Route 202 30KW - Onan Gasoline	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
2	Sewer	Chelsea Pump Station Farmwalk Road 45KW - Kohler Propane	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
3	Sewer	Ponderosa Pump Station Adela Court & London Road 60 KW - Onan Gasoline	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
4	Sewer	Yorktown Heights WPCF 2200 Greenwood Street Whisper Watt	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
5	Sewer	Yorktown Heights WPCF 2200 Greenwood Street 100 KW - Doosan Gasoline	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
6	Sewer	Mohegan East Pump Station Mohegan Ave/Wenonah Trail 80KW- Kohler Propane	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
7	Sewer	Mohegan West Pump Station Lakefront Avenue 40 KW - Olympian Propane	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
8	Sewer	Curry Street Pump Station Corner of Rt. 6 & Curry Street 45kW - Kohler Natural Gas	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
9	Sewer	Chalet Pump Station Scenic Road & Panorama Drive 40KW - Olympian Natural Gas	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
10	Town Hall	Town Hall 363 Underhill Avenue 50 KW – Generac SD 50	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
11	Parks	Parks Department Downing Park Route 202 20 KW – Onan Diesel	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
12	AACCC	Community & Cultural Center 1974 Commerce Street 150 KW- Generac Natural Gas	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		

13	Police	Police Department 2281-2295 Crompond Road 50 KW Generac Diesel	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
14	Highway	Highway Department 281 Underhill Avenue 60 KW- Generac Natural Gas	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
15	Water	Quinlan Pump Station Quinlan & Radcliffe 85 KW-Onan Propane	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		
16	Water	French Hill Pump Station 1814 French Hill Road 30 KW – Generac Diesel	Major PM Service	1	Annual		
			Minor PM Service	1	Annual		

<b>A</b>	<b>SUBTOTAL for Preventative Maintenance</b>						
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						Unit Price	Total Price
17	All	Normal hourly labor rate for furnishing supervision, labor, etc. for non- annual maintenance service calls for the 2- year term of the Contract.	Normal Hourly Rate (Normal)	40	Hours		
18		Premium hourly labor rate for furnishing supervision, labor, etc. for non-annual maintenance service calls for the 2-year term of the Contract.	Premium Hourly Rate (Normal)	25	Hours		
19		<b>Additional Work Allowance</b>	<b>As directed by the Town</b>	1	<b>Lump Sum</b>	<b>\$3,500</b>	<b>\$3,500</b>

<b>B</b>	<b>SUBTOTAL for On-Call Services</b>						
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<b>Grand Total, A + B [Bid Items 1 - 19]</b>							
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**TOWN OF YORKTOWN  
SERVICES AND PUBLIC WORKS CONTRACTS BID**

**PART TWO**

**General Terms and Conditions of Bid**

<b><u>Section Numbers</u></b>	<b><u>Heading</u></b>
Section 1.	Bid Proposal Form
Section 2.	Pre-Bid Site Inspection
Section 3.	Quality and Samples
Section 4.	Request for information and/or clarification of the Bid Documents
Section 5.	Non-Collusion
Section 6.	Late Bids
Section 7.	Bid Opening
Section 8.	Acceptance and Rejection
Section 9.	Appeal of Determination of Non-Responsiveness and Non-Responsibility
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Section 15.	Purchase of Additional Quantities of Bid Items
Section 16.	Contractor's Subcontracts and Material Lists
Section 17.	Representative Always Present
Section 18.	Performance
Section 19.	Insurance Requirements
Section 20.	Indemnification



**TOWN OF YORKTOWN  
SERVICES AND PUBLIC WORKS CONTRACTS BID**

**PART TWO**

<b><u>Section Numbers</u></b>	<b><u>Heading</u></b>
Section 21.	Delivery Point
Section 22.	Date of Delivery
Section 23.	Damages
Section 24.	Warranty/Guarantee
Section 25.	Breach of Contract/Termination
Section 26.	Prevailing Wage Rates and Supplements
Section 27.	Estimates and Payments
Section 28.	Payments to Subcontractors and Materialmen by Contractor
Section 29.	Change in Contract Price
Section 30.	Proper Method of Work and Materials
Section 31.	Utilities and Service Lines
Section 32.	Protection, Existing Structures
Section 33.	Acceleration of the Work
Section 34.	Stopping Work
Section 35.	Change in the Contract Time
Section 36.	Disputed Work – Notice of Claims For Damages

**Section 1. Bid Proposal Form**

- 1.1 The bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item bid shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as indicated in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form which has been materially altered in any way may render the bid nonresponsive and the bid rejected.
- 1.2 In the event of a discrepancy between the unit price and the total price of the Bid Proposal Form, the unit price will prevail. In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. All items not bid shall be indicated as "not bid" in the total price space. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. Any bidder desiring to bid "no charge" on an item in a group must so indicate.
- 1.3 Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.
- 1.4 Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- 1.5 By signing the Bid Proposal Form, the bidder certifies that:
  - i. the person whose signature appears is legally empowered to bind the bidder;
  - ii. the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
  - iii. if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;
  - iv. By submission of the 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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.<sup>1</sup>
- 1.6 The bidder understands and agrees that quantities shown on the Bid Proposal Form opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the Town may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated

quantities, or the scope of the whole work; and that the Town reserves the right to add to or take from the total amount of the work up to a limit of thirty (30%) percent of the total amount of the contract based upon the executed contract price for all the specified work.

- 1.7 The bidder shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.
- 1.8 All prices bid include a sum sufficient for the preparation and submission of approved final "As-builts", record drawings, guarantees, warranties, and operations and maintenance manuals.
- 1.9 All plans and other like records compiled by the contractor in completing the work under this contract shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use.
- 1.10 The contractor shall secure and pay for all necessary permits for the proper executing and completion of work.
- 1.11 The Town is exempt from all federal, state and local taxes.

**Section 2. Pre-Bid Site Inspection**

- 2.1 The bidder shall satisfy itself by personal examination of the location of the proposed work and surroundings thereof, and by such other means as it may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of the bid dispute such approximate estimated quantities or assert that there was any misrepresentation by the Town or any misunderstanding by the bidder in regard to the quantity or kind of materials to be furnished, or work to be done. Failure to do so will not relieve a successful bidder contractor ("contractor") of the obligation to furnish all material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its bid.
- 2.2 Unless otherwise stated, the bidder is free and encouraged to examine the work site during normal work hours preceding the submission of the bid. For those bidders requesting further clarification of the conditions, an appointment with the Town's representative, can be requested, by contacting the, Town Clerk.
- 2.3 At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Bid Documents.

**Section 3. Quality and Samples**

- 3.1 All equipment, material and supplies bid upon must conform to the description and specifications set forth in the in the Bid Documents, or their reasonable equivalent.

- 3.2 References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

**Section 4. Request for information or interpretation and/or clarification of the Bid Documents**

- 4.1 The bidder shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent the bidder from providing a responsive bid.
- 4.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 4.3 Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, or emailed [dquast@yorktownny.org](mailto:dquast@yorktownny.org) and be submitted not later than five (5) business days prior to the date fixed for the opening of bids.
- 4.4 Any written response to a request for information or interpretation and/or clarification of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents and will be made available in the same manner and method as the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. The failure of any bidder to receive such Addenda will not relieve the contractor of any obligation to comply with the terms and conditions of the Addenda.
- 4.5 The Bid Documents, including the drawings, Bid Documents, have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The bidder must realize however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town and in accordance with the Bid Documents. The bidder shall not take advantage of any apparent errors or omission in the Bid Documents. In the event the contractor discovers an error or omission in the Bid Documents, it shall immediately notify the Town. The Town will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.
- 4.6 A bidder's failure to request a clarification, interpretation, etc. of any portion of the Bid Documents or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

**Section 5. Non-Collusion**

- 5.1 The bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Bid Documents. Failure by the bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

**Section 6. Late Bids**

- 6.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

**Section 7. Bid Opening**

- 7.1 Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.
- 7.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

**Section 8. Acceptance or Rejection**

- 8.1 A responsive bid is one that complies with all material terms and conditions of the Bid Documents.
- 8.2 If the lowest price bid or proposal is found non-responsive, a determination setting in detail and with specificity the reasons for such finding shall be issued by the Town Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.
- 8.3 The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.
- 8.4 Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.
- 8.5 The Town will consider the qualifications of all bidders and may conduct such investigation as it deems necessary to assist in the evaluation of any bid. The Town reserves the right to reject any bid if the evidence submitted by, or the

investigation of such bidder fails to satisfy the Town, in the Town's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work. In evaluating a bidder's responsibility the Town may consider the following factors:

- i. financial resources;
- ii. technical qualifications;
- iii. experience;

- iv. organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
- v. a satisfactory record of performance;
- vi. a satisfactory record of business integrity;
- vii. where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and
- viii. compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.

8.6 The Town reserves the right to require additional information as it deems appropriate concerning the history of any bidder's performance of prior contracts. The final determination of whether the bidder possesses the requisite experience rests in the sole discretion of the Town. Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

**Section 9. Appeal of Determination of Non-Responsiveness or Non-Responsible**

- 9.1 Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.
- 9.2 Time Limit; A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.
- 9.3 Form and Content: The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 9.4 Stay of Award of Contract Pending. Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests. Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness
- 9.5 or, if the stay is removed at any time after the bidder has been notified of determination of non-responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal. The Town Clerk shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

**Section 10. Award**

- 10.1 Town reserves the right to make an award within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 10.2 The Award will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the Bid documents.
- 10.3 Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the Town, if such items can be obtained on substantially the same terms, conditions, specifications, and at a lower price.

**Section 11. Notice of Award**

- 11.1 If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the contractor. Such Notice of Award will constitute a binding enforceable contract between the contractor and the Town of Yorktown. These General Terms and Conditions shall be incorporated into the contract as material terms.
- 11.2 The Town may issue a Notice of Award based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 78 entitled *Procurement for Goods and Services*.
- 11.3 Upon receipt of the Notice of Award the contractor will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

**Section 12. Performance And Payment Bond – NOT REQUIRED FOR THIS BID**

- 12.1 If a Performance and Payment bond is required in accordance with the Instruction to Bidders, the “Bid Bond and Consent of Surety” Form must be executed by the contractor’s Surety Company and submitted to the Town.

**Section 13. Assignment Prohibited**

- 13.1 The contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the contractor or from any obligations under the terms of the contract.

**Section 14. Special Requirements**

- 14.1 Special requirements for any bid may supersede and/or be added to any provision contained in these General Terms and Conditions.

**Section 15. Purchase of Additional Quantities of Bid Items**

- 15.1** The Town may purchase additional quantities of the bid items at any time during the contract period, for the same price and under the same terms and conditions as set in the Bid Proposal Form.

**Section 16. Contractor's Subcontracts And Material Lists**

- 16.1** Within fifteen (15) days after execution of the Contract, the contractor shall submit to the Town for approval a list of the subcontractors, materialmen and materials that the contractor plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Town. No part of the work may be sublet until after the contractor has received the Town's approval. The contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the Town's approval to sublet parts of the work will in no way relieve the contractor of any of its obligations under the Contract. All dealings of the Town with the subcontractors shall be through the contractor.
- 16.2** The contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the contractor by all applicable provisions of the contract documents executed between the contractor and the Town, but this shall not be construed as creating any contractual relationships between subcontractors and the Town. Prior to approval of the subcontractors, the Town has the right to review and recommend changes in the subcontracts. The Town reserves the right to reject any subcontractor proposed by the contractor if in the reasonable opinion of the Town such subcontractor lacks the experience or capability to perform its subcontract work or is otherwise non-responsible.



**16.3** The contractor shall insert appropriate clauses in each subcontract that require that if the contractor is terminated by the Town either for default or convenience that at the sole option of the Town the subcontract shall automatically attach to the Town and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

**Section 17. Representative Always Present**

**17.1** The contractor in case of its absence from the work shall have a competent representative or foreman present, who shall obey without delay, all instructions of the Town in the prosecution and completion of the work in conformity with the contract, and shall have full authority to supply labor and material immediately.

**17.2** The contractor, or its superintendent, shall attend job meetings with the Town for the purpose of discussing expedition, execution and coordination of the work. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Town.

**17.3** The contractor shall not commence any work prior to the first (pre-construction) meeting between the contractor, Town, and other concerned governmental and utility company representatives.

**Section 18. Performance**

**18.1** All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown in the Bid Documents.

**18.2** Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons.

When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work shall not be preponderantly of borderline quality or dimension.

**18.3** Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the contractor before starting construction. Information and data on the contract documents shall take precedence in the following order (1) Drawing; Details, Sections, Plans, Notes, General Notes, (2) Technical Specifications, (3) General Specifications. Any errors, omissions or discrepancies shall be brought to the attention of the Town whose decision thereon shall be final.

- 18.4 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents but that reasonably acceptable work had been produced, the Town shall then make a determination if the work shall be accepted and remain in place. In this event, the Town will document the basis of acceptance by contract modification, subject to the approval of the Town Board, which will provide for an appropriate adjustment in the contract price for such work or materials as deems necessary.
- 18.5 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.
- 18.6 All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic) shall be in conformity with the latest edition of the New York State Manual of Uniform Traffic Control Devices or other such standard as directed by the Town.
- 18.7 Time being of the essence, the contractor shall take notice that the timely completion of the work called for under the contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "Notice of Award" has been given it by the Town (unless a definite starting date is otherwise stated). Prior to commencing its work, the contractor shall notify the Town, at least forty-eight (48) hours prior to the planned date of its "start".

**Section 19. Insurance Requirements**

- 19.1 The contractor, upon award of the contract, shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.
- 19.2 Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the contractor and identify the contract number or description.
- 19.3 All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.
- i. Workmen's Compensation: The contractor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
  - ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
  - iii. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.

- iv. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the Special Requirements of the contract specifications.
- v. If any of the insurance requirements are not complied with at their renewal dates, payments to the contractor will be withheld until those requirements have been met, or at the option of the Town, the Town may pay the Renewal Premium and withhold such payments from any monies due the contractor.
- vi. If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the contractor to secure and/or 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 obligations of the contractor concerning indemnification.
- vii. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims as may be determined by the Town.

## **Section 20. Indemnification**

- 20.1 The contractor hereby agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of the contract between the contractor and the Town. The Contractor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the contractor to indemnify the Town, its officers, elected officials, agents or employees from its or their sole negligence.
- 20.2 Neither the acceptance of the completed work nor payment therefore shall release the Contractor from its obligation under this section.

## **Section 21. Delivery Point**

- 21.1 Specifications, at the location set forth in the Specifications. F.O.B., except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the Town or bidder due to the failure of bidder to comply with this requirement will be the responsibility of bidder. Bidder should be prepared to

furnish proof of delivery, if requested by Town. Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the

21.2 If bidder is shipping bid items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.

21.3 Delivery will not be complete until the good are inspected and accepted by the Town.

**Section 22. Date of Delivery**

22.1 Delivery of all materials included under this bid shall be made not later than the date specified in the Bid Documents or Project Schedule. If contractor cannot meet the delivery date specified in Bid Documents or Project Schedule, contractor shall state on the bid form the proposed date of delivery and such date will considered when determining responsiveness in awarding the bid.

**Section 23. Damages**

23.1 The contractor shall be fully responsible for shipping and delivery of materials specified in the Bid Documents or Project Schedule in an undamaged condition. Town will not consider the carrier responsible for damaged or delayed deliveries.

Any bid item damaged or broken when delivered to Town shall be replaced immediately by contractor at no cost to the Town.

**Section 24. Warranty/Guarantee**

24.1 It is the intent of the Bid Documents to require first-class work and materials and any work not fully covered herein Bid Documents shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor. The contractor shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town quality materials. For any unexpected features arising during the progress of the

24.2 Contractor is deemed to warrant and guarantee all work performed under this agreement.

24.3 Unless otherwise stated in other parts of the specifications, all work performed or goods supplied under the contract shall be guaranteed by the contractor against all defects resulting from the use of inferior materials, equipment or workmanship, for a period of one (1) year from the date of final completion and acceptance of the work, which shall be defined as the date of the Town's approval of the final Certificate for Payment or from the date the Town takes possession and makes full use of the constructed facility.

24.4 Any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.

24.5 No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. Any equipment, part or constructed item which is or becomes defective during the guarantee period shall be replaced or redone by the contractor, including all labor at no additional charge to the Town. All replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement promptly upon receiving written notice from Town.

**Section 25. Breach of Contract/Termination**

25.1 If contractor fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may arrange to have the work performed from other sources to take the place of the work product found defective or not delivered. Without limiting the foregoing, Town reserves the right to terminate the contract upon breach upon within ten (10) days written notice provided to the contractor.

**Section 26. Prevailing Wage Rates And Supplements**

26.1 Wages to be Paid and Supplements to be provided

- i. The contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting the contract or order, either Federal, State or local.

26.2 Records to be kept on Site

The contractor, subcontractors at any tier shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- i. Record of hours worked by each workman, laborer and mechanic on each day;
- ii. Record of days worked each week by each workman, laborer and mechanic;
- iii. Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- iv. Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- v. A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice, informing them of the prevailing wage rates and supplements requirement for the contract.

**Section 27. Estimates and Payments**

27.1 As the work progresses but not more often than quarterly and then on such days as the Town shall direct, the contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the contractor.

**27.2** From each requisition, the Town will retain zero percent (0%) plus one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments against the contractor that have not been suitably discharged.

The Town will thereupon cause the balance of the requisition therein to be paid to the contractor.

**27.3** As a condition to the making of any progress payment as set forth in this paragraph, the Town, in its sole discretion may require the contractor to submit such document as may be reasonably required to establish that the contractor and its subcontractors have timely and properly paid their respective subcontractors and materialmen at any tier.

**27.4** When the work or major portion thereof, as contemplated by the terms of the contract are substantially completed in the judgment of the Town, the contractor shall submit a requisition for the remainder of the contract balance. An amount equal to two (2) times the value of the remaining items to be completed plus one hundred fifty percent (150%) of the amount that the Town deems necessary to satisfy to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged shall be deducted from the requisition. As the remaining items of work are satisfactorily completed or corrected, the Town will, upon receipt of a requisition, pay for these items less one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments.

**27.5** All estimates will be made for actual quantities for work performed and materials and equipment incorporated in the work as determined by the measurements of the Town, and this determination shall be accepted as final, conclusive and binding upon the contractor. All estimates will be subject to correction in any succeeding estimate.

**27.6** Payment will be made only upon the written request of the contractor. Payment requests shall be processed by the Town no more than one (1) time per quarter. Payment will be made for materials pertinent to the project which have been delivered to the site or off-site by the contractor suitably stored and secured in first-class condition as required by the Town. The contractor must submit certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment; freight bills, release of liens and certificate of insurance covering all equipment and materials.

**27.7** The Contractor shall be responsible for safeguarding stored equipment and materials against loss or damage of any nature whatsoever, shall retain title until incorporated into the work and acceptance by the Town and in case of loss or damage, the contractor shall replace such lost or damaged equipment and materials at no cost to the Town. After receipt of payment, the contractor shall not remove from the site equipment and materials for which such payment was made without written authorization from the Town.

**27.8** Within thirty (30) days after receiving written notice from the Contractor of substantial completion of the work under this Agreement, the Town will cause an inspection to be made of the work done under the contract. If, upon such inspection, the Town determines that the work is substantially complete, a Substantial Completion Payment to the contractor for the work done under the contract, less any and all deductions authorized to be made by the Town under the contract or by law, will be issued.

27.9 As a condition precedent to receiving payment therefore, the Contractor must have received Town approval of all Shop Drawing submittals, the Operation and Maintenance Manuals, and As-Built Drawing(s).

27.10 Together with its application for substantial completion payment the Contractor shall also deliver to the Town a verified statement certifying that all claims or liabilities arising from the completed work, including all charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") have been presented to the Town. All such claims shall be described in sufficient detail so as to be easily identified. The contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the Town from the beginning of the project through the date of substantial completion as established by the Town. The presentation of the verified statement to the Town shall not constitute an acknowledgement by the Town that any such claim is valid. The Town expressly reserves its right to assert that any such claim(s) is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the contractor's verified statement shall be preserved; all other claims whatever nature shall be deemed waived and released. It shall also submit proof of title of the materials and equipment covered by the contract. The contractor shall also, prior to the issuance of said Substantial Completion Payment, supply to the Town affidavits and certificates for labor, material and equipment (where applicable).

27.11 Within ten (10) days after receiving written notice from the contractor of completion of all the work, the Town will make a final inspection. If upon inspection the Town determines that no further work is needed, the Town will request that the Town approve the completion of the project and authorize payment of the Final Estimate.

#### **Section 28. Payments To Subcontractors And Materialmen By Contractor**

28.1 Within fifteen (15) calendar days of the receipt of any payment from the Town, the contractor shall pay each of its subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the Town less an amount necessary to satisfy any claims, liens or judgment against the subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described.

28.2 Nothing provided herein shall create any obligation on the part of the Town to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the Town. Notwithstanding anything to the foregoing, the Town may tender payments to the Contractor in the form of joint or dual payee checks.

#### **Section 29. Change in the Contract Price**

29.1 The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the contractor for performing the work pursuant to the contract. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at its expense without change in the Contract Price.

29.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All change orders are subject to the determination and approval of the Town Board.

**Section 30. Proper Method of Work And Proper Materials**

30.1 The Town shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under the contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.

30.2 If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the contractor to increase its efficiency or to improve their character, and the contractor shall promptly conform to such order; but the failure of the Town to demand any increase of such efficiency or improvement shall not release the Contractor from its obligation to secure the quality of work or the rate of progress specified.

30.3 The Contractor will establish the lines, grades and measurements necessary in his opinion to properly locate the work, by setting suitably marked offset or reference stakes. These stakes are referenced to the control points, coordinates and similar data that may be shown on the contract drawings, but the Town reserves the right to modify that information.

30.4 The Contractor shall carefully and properly preserve all stakes, pins and markers required at no additional costs to the Town. All existing property lines and survey monuments which may, of necessity have to be disturbed during the construction work, will be property tied to fixed points and reset by the Contractor at no cost to the Town.

**Section 31. Utilities and Service Lines**

31.1 The Contractor is hereby warned that a reasonable opportunity is to be given the municipalities and public service corporations to alter and install pipes, conduits or other structures prior to placing to pavement. No guarantee is given that public utility structures and service lines herein shown are correctly located. Locations given are from the best available information.

**Section 32. Protection, Existing Structures**

32.1 The Contractor, at his expense, shall protect adjacent and other property or premises from damage of any kind during the progress of the work and shall erect and maintain guards around his work in such a way as to afford protection to the public. The Contractor shall be held responsible for improper, illegal, or negligent conduct of himself, his subcontractors, employees and agents in and about said work or in the execution of the work covered by this Contract.



- 32.2 The Contractor shall, at his expense, sustain in their places and permanently protect from direct or indirect injury any and all pipelines, subways, pavements, sidewalks, curbs, railways, buildings, trees, poles, wells, and other property in the vicinity of his work, whether over-or underground, or which appear within the trench or excavations, and he shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.
- 32.3 The Contractor's liability shall also include the damage or injury sustained by any structure whatsoever due to settlement of trenches or excavations or to settlement or lateral movement of the sides of such trenches or excavations, whether such movement occurs during or after excavation or backfilling of such trenches or excavations. His liability to so support and protect all such structures from damage or injury shall continue without limitation, throughout the Contract period and during the period of guarantee.
- 32.4 The Contractor shall at all times have on the ground suitable and sufficient material and shall use the same as may be necessary or required for sustaining and supporting any and all such structures which are uncovered, undermined, weakened, endangered, threatened, or otherwise materially affected.
- 32.5 In case injury occurs to any portion of a pipeline or structure, or to the material surrounding or supporting the same, through blasting or similar operations, the Contractor shall immediately notify the Engineer, and, at his expense, shall remove such injured work and shall rebuild the pipeline or structure and shall replace the material surrounding the supporting the same, or shall furnish such material and perform such work of repairs or replacement as the Town may order. Any damage whatsoever shall be promptly, completely and satisfactorily repaired by the Contractor at his expense.

**Section 33. Acceleration of the Work**

- 33.1 The Town may, at its sole discretion and as circumstances reasonably require, require the contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Town provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the contractor's or his subcontractor's own forces.
- 33.2 The Town, pursuant to a validly issued written change order, may reimburse the contractor for the direct cost to the contractor of the premium time for the labor utilized by the contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith.
- 33.3 Anything to the foregoing notwithstanding, in the event that the contractor has fallen behind schedule or in the Town's judgment appears likely to fall behind schedule, Town shall have the absolute right to direct the contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the contractor.

## **Section 34. Stopping Work**

### **34.1 Town May Suspend Work:**

- i.** The Town may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor which shall fix the date on which work shall be resumed. The contractor shall resume the Work on the date so fixed. Subject to the approval of the Town Board, the contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

### **34.2 The Town May Terminate:**

#### **A.** Upon the occurrence of any one or more of the following events:

1. If the contractor is adjudged bankrupt or insolvent,
2. If the contractor makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for the contractor or for any of the contractor 's property,
4. If the contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If the contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
6. If the contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If the contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If the contractor disregards the authority of the Town, or
9. If the contractor otherwise violates in any substantial way any provisions of the Bid Documents or the Contract. The Town may after giving the contractor and its Surety seven (7) days written notice, terminate the services of the contractor, exclude the contractor from the site, incorporate in the Work all materials and equipment stored at the site or for which Town has paid the contractor but which are stored elsewhere, and finish the Work as Town may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor shall pay the difference to the Town.

- B.** Where the contractor's services have been so terminated by the Town, the termination shall not affect any rights of Town against the contractor then existing or which may thereafter

accrue. Any retention or payment of moneys due the contractor by Town will not release the contractor from liability.

- C. Upon seven (7) days written notice to the contractor, Town may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Agreement. In such case, the contractor shall be paid (without duplication of any items):
1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination, including fair and reasonable sum of overhead and profit on such work;
  2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
  4. For reasonable expenses directly attributable to termination. contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

**Section 35. Change in the Contract Time**

- 35.1** The contractor agrees that it will make no claim against the Town or any of its representatives for damages for delay, interference or disruption in the performance of its Contract occasioned by any act or omission to act by the Town or any of its representatives, or occasioned by any act or omission of any other contractor and further agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.
- 35.2** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 35.3** The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the contractor. Such delays shall include, but not be limited to, acts or neglect by Town, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a subcontractor, manufacturer, fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the contractor unless such party's delay is attributable to one of the above enumerated causes.

**35.4** The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that the contractor shall not be entitled to damages for any delay occurring as a consequence of a delay if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of the Town.

**Section 36     Disputed Work - Notice of Claims For Damages**

**36.1** If the contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of the contract, he must promptly, within five (5) calendar days after being directed to perform such work, notify the Town, in writing, of its contentions with respect thereto and request a final determination thereon. If the Town determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply.

In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Town's determination and direction, notify the Town, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

**36.2** The contractor is bound by the provisions of all applicable laws, including but not limited to the General Municipal Law and the Town Law, as related to the presentation of claims.

**36.3** While the contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the contractor shall furnish the Town daily with three copies of written statements signed by the Contractor's representatives at the site showing:

- i.** the name of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
- ii.** the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

**36.4** The contractor shall carry on the work and maintain the progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and Town may otherwise agree in writing.

**36.5** Before final acceptance of the work by the Town, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

## PART THREE

### TECHNICAL SPECIFICATIONS

#### A. GENERAL

1. **The Agreement for this project shall be for the duration of two (2) years, commencing on or about 9/5/23.** Upon mutual consent of the Contractor and the Town, the Agreement may be extended for one additional term of two (2) years at the same price, terms and conditions as stated above.
2. Bidder must demonstrate that it is a responsible organization possessing adequate financial resources to accomplish the various services described herein and that it has a satisfactory record of performance and integrity.
3. Bidder must be qualified to perform the services contracted for herein and must have a minimum of five years' experience performing such services (under present company name).
4. Monthly payments will be made by the Town to the Successful Bidder ("Contractor") after the completion of the work and acceptance of the work by the Town. Payment shall be made after the submission of a properly itemized invoice by the Contractor to the Town. All invoices must be signed in ink by an authorized agent for the Contractor. All claims submitted by the Contractor for payment shall be subject to audit and approval by the Town.

**B. LOCATION OF WORK & EQUIPMENT DESCRIPTION**

**EQUIPMENT LIST**

<u>Department</u>		<u>Site/Location Generator Description</u>
SEWER	1	Mohansic Pump Station Onan Model 30.0 EK, Serial No. 1820632397 Gasoline Fuel, 30 KW Install unknown
SEWER	2	Chelsea Pump Station Kohler Model 45 RZ, Serial No. 183233-82N Propane Fuel, 45 KW Installed 1991 – ATS Kohler 150 amp
SEWER	3	Ponderosa Pump Station Onan Model 60, Serial No. I870925304 Gasoline Fuel, 60 KW Installed 1983 – ATS Onan - 225 Amp
SEWER	4	Yorktown Heights Water Pollution Control Facility Wisper Watt
SEWER	5	Yorktown Heights Water Pollution Control Facility Doosan Model 6125 WCU-3A-4T1 Diesel Fuel, 100 KW
SEWER	6	Mohegan East Pump Station Kohler Model 80RZ202 Propane Fuel, 80 KW Installed 1996 – ATS Kohler 260 amp
SEWER	7	Mohegan West Pump Station 40 KW – Olympian Propane
SEWER	8	Curry Street Pump Station 45 KW Kohler Natural Gas Model 45REZG
SEWER	9	Chalet Pump Station 40 KW – Olympian Natural Gas
TOWN	10	Town Hall 50 KW – Generac SD 50 Diesel Fuel

PARK	11	Parks and Recreation Department Onan Model DNAF-4957743B, SER# CO18217825 Diesel Fuel, 20 KW
YCCC	12	Albert A Capellini Community Cultural Center Generac SG150 Natural Gas Fuel, 150 KW Installed 2014 – ATS Generac 400 amp
POLICE	13	Police Department Generac Model SD50 50 KW Diesel, 100 A Serial#3000667594 Installed 2016 – ATS Generac 200 amp
HIGHWAY	14	Highway Department Generac Model 60KW Natural Gas Fuel, 60 KW Install unknown – Generac 200 amp
WATER	15	Quinlan Pump Station 85 KW Cummins Propane Model 85GGHG Installed 2006 – ATS Cummins 400 amp
WATER	16	French Hill Pump Station 1814 French Hill Road 30 KW Generac Diesel

### **C. SCOPE OF WORK**

1. The work under this contract shall include the furnishing of all labor, material, tools, equipment and incidentals required to maintain emergency generators and automatic transfer switches at Town facilities. Emergency standby power is provided at Town facilities due to the critical nature of activities being performed and the need to maintain operations 24 hours per day, 7 days per week and 365 days per year. The Contractor will be required to perform the manufacturer's recommended service for each of the generators as described herein. All work shall be performed by qualified personnel who have received the required training and manufacturer's certification to perform the work.
2. All costs associated with preventative maintenance of emergency generators shall be included under bid Items 1 through 20.
3. In addition, the Contractor shall furnish unit price labor rates for service calls (Regular Hourly Rates & Premium Hourly rates) that will be utilized when required and when directed by the Town. The Contractor will have to designate a contact person and method of reliable contact (cell, email, etc.). Upon notification of a problem by the Town during normal business hours, the Contractor shall dispatch qualified service technicians to the project site and it is expected that personnel will be on site within two (2) hours of a service call & the response time after normal hours shall be four (4) hours. Payment for service calls will be made under for labor costs; any reimbursable cost will be made in accordance with Town requirements under the Additional Work Allowance.

### **D. STANDARDS AND QUALIFICATIONS**

1. All work, materials and equipment shall be in accordance with the local, State and/or Federal Codes and industry standards. All work shall adhere to NETA, NEMA, ANSI, IEEE, ICEA, AEIC and NFPA standards and codes.
2. Any labor or material, in addition to that described herein or shown on drawings, necessary to comply with the previously mentioned codes and/or standards shall be performed and furnished by the Contractor. Violations of any code or standard requirement should be brought to the attention of the Town prior to starting work. No additional payment will be authorized due to labor, material, equipment or any other extra cost necessary to comply with the aforementioned codes and standards.
3. When conflicts arise between the local codes and the requirements of the National Electrical Code, the National Fire Code, NEMA, ASTM, etc. the more stringent requirements shall prevail.
4. The company awarded this Contract shall maintain a fully staffed and equipped dispatch facility that can provide emergency on site repair service within two (2) hours of an emergency notification. The facility shall be set up to receive and dispatch technical support and repair to an emergency call twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year (during normal working hours, after hours, on holidays, and weekends).



5. The Contractor shall have in its local inventory or the ability to obtain within a twenty-four (24) hour period all necessary parts and/or equipment necessary to keep the generator sets, covered under this Contract, in 100% operational condition for the full term of this agreement.
6. Where required, the Contractor will be required to use the services of the original equipment manufacturer to correct deficiencies found, at no additional cost to the Town.
7. All technicians must be electrical generating system technician certified and trained to work on automatic transfer switches.

#### **E. SCHEDULE OF WORK**

1. Following execution of the Agreement, the Contractor shall submit a schedule of preventative maintenance to the Town for approval. The schedule shall indicate the approximate time required to complete the annual generator maintenance service of the generators. After the schedule has been approved by the Town, conditions may dictate that the schedule be changed by the Town, which Contractor shall comply at no additional cost. The Town also may cancel work or terminate work in progress, if emergency occurs, without any additional cost. The work will then be rescheduled.
2. The Contractor shall give at least forty-eight (48) hours-notice to the facility manager **prior** to performing any work.
3. The Contractor shall seek the approval of the facility manager or Town Representative if it is required that any equipment is to be stopped or started, which may affect the operation of the facility. Only Town personnel may start or stop equipment other than the generator.

#### **F. SAFETY AND PRECAUTIONS**

1. The Contractor shall adhere to the following safety practices:
  - a) Occupational Safety and Health Act.
  - b) Accident Prevention Manual for Industrial Operation, National Safety Council.
  - c) NETA Safety/Accident Prevention Program.
  - d) National Fire Protection Association NFPA-70E.
  - e) American National Standard for Personnel Protection.
  - f) Safety Practices of the Department of Environmental Facilities as provided by the Superintendent of the facility.
2. All service shall be performed on de-energized equipment unless otherwise specifically required (in which case the Facility Manager shall be so notified prior to the servicing).
3. The Contractor shall furnish a health & safety plan prior to performing work at Town facilities. All equipment must be tested to ensure that it is de-energized and grounded prior to performing any service. Lockout and tagging of all switches is required.

## **G. DETAILS OF THE WORK**

### **Annual Generator & Transfer Switch Maintenance Service and Inspection**

The successful Bidder as part of the service contract work shall perform **one annual major preventative maintenance service** and **one annual minor inspection** as follows for each of the units. As a minimum, the work shall include the following:

**Major Preventative Maintenance Service** - shall include, but not be limited to, the following systems:

1. Clean external engine, radiator and generator intake air-cooling system (Pressure wash at least once during the term of the Contract).
2. Check for loose nuts, bolts, hardware, in fuel, oil, cooling, battery and exhaust systems.
3. Check hoses and radiator cap.
4. Check fuel, oil and coolant lines for leaks, pliability and tightness.
5. Check and adjust fan and alternator belts.
6. Check air cleaner system and replace air filter, if required (payment for the filter will be paid under MAW).
7. Check crankcase ventilation air cleaner.
8. Check exhaust system for leaks and proper insulation.
9. Check radiator/coolant system fluid, check acidity of anti-freeze/stabilizer.
10. Check all fluid levels, add if necessary to bring to normal operating level.
11. Replace engine oil filter, oil and oil cleaner.
12. Check drains to eliminate condensed water from fuel tank and filters.
13. On diesel units check main fuel tanks for water and submit results.
14. Replace all fuel filters, clean all sediment bowls.
15. Check crankcase vacuum, and ventilator valve.
16. Sample and test crankcase oil, submit test results.
17. Change transmission oil during the first year of the Service Contract and check transmission oil annually thereafter and add as necessary.
18. Check dampers, louvers and motors.

19. Check engine-charging system.
20. Check alternator and starter.
21. Check battery charger for proper output voltage in normal trickle and equalizing charge modes.
22. Check and clean battery connections and check batteries for their specific gravity and electrolyte level. Add water if levels are low.
23. Check block heater and thermostat operation.
24. Check day tank, pump and controls and make adjustments as necessary.
25. Inspect all engine safety cutouts and warning indicators for corrosion, looseness, and connection integrity.
26. Check that all engine safety cut-outs are properly functioning and will stop the generator. Check that all engine safety cut-out warning indicators are working.
27. Check engine and generator instruments for proper operation and calibrate as necessary.
28. Check that all rotational surfaces and bearings are properly lubricated. Grease, oil as required.
29. Run generator at no load for 15 minutes at rated operating temperature and record all temperature and pressure gauges. While engine is running check for excess exhaust smoke, misfire, vibration and unusual noises.
30. Check generator for voltage and frequency control, adjust as necessary, and record hour readings.
31. Clean static exciter, collector rings, and commutator as necessary.
32. Check generator brushes for setting and wear and adjust as necessary.
33. Inspect all wiring for tightness and condition.
34. On gas units, add stabilizer to fuel as required.
35. On gas units – inspect, clean and adjust spark plugs, ignition points and condenser.
36. Check timing, carburetor, distributor and ignition wiring.
37. Check tappet clearance and adjust if necessary.
38. The removal and disposal of all fluids and refuse generated by the Contract works shall be the Contractor's sole cost and responsibility.
39. Check water pumps.

Automatic Transfer Switches:

40. Check phase monitoring, the engine start relays, A.T.S. starting circuit and A.T.S. pilot lamps.
41. Test for proper operation and visually inspect transfer switches for signs of discoloration, cleanliness, or other observable factors, which would require corrective maintenance and report to Contract Administrator. Clean transfer switches (remove all dust and/or dirt from both inside and outside switch enclosure).

For each generator and ATS serviced, Contractor shall prepare and submit a written report with date, time and name of technician to include, but not limited to, sections containing a summary of services performed, comments, recommendations and completed data sheets for those items listed above. The report shall be submitted within seven (7) days of the work being performed.

If any unit should fail to operate properly at any time due to a failure of the Contractor to inspect and/or replace any of the items listed above, the Contractor shall make necessary repairs at no additional cost to the Town.

At no time should any emergency generator unit be left down and unusable at the end of each day the unit is being serviced or repaired. It must be able to run and be used in the event of a power failure. If the unit is to be down for seven (7) hours or more, the Contractor shall get approval from the facility manager before work is started.

ATS preventive maintenance check list. The following is a list of basic tasks required to maintain ATS.

# AUTOMATIC TRANSFER SWITCH INSPECTION SHEET (Sample check list)

Facility: \_\_\_\_\_  
CAT # \_\_\_\_\_

S/N # \_\_\_\_\_

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

## SECTION I VISUAL INSPECTION

1. Inspect all current carrying parts for discoloration due to excessive heat.
2. Inspect all control relay contacts for discoloration due to excessive heat.
3. Inspect insulating parts for excessive heat, cracks, moisture.
4. Inspect all main arcing contacts for excessive erosion.
5. Vacuum clean.
6. Tighten power connections.
7. Tighten control connections.

## SECTION II INTERNAL INSPECTION/MANUAL OPERATION

Internal Inspection - All power sources should be disconnected before any internal inspection is made. On opening the switch door, check to see if any external problems detected have affected internal components.

1. Check for any binding in main and/or control movements.
2. Check all cable and control wire connections to the transfer switch control and sensing panel and other system components and tighten if necessary.
3. Lubricate the above movements.

## SECTION III VERIFICATION OF VOLTAGE SETTINGS

- |                                |         |           |
|--------------------------------|---------|-----------|
| 1. Normal Voltage pick-up      | _____ % | _____ VAC |
| 2. Normal Voltage dropout      | _____ % | _____ VAC |
| 3. Emergency Voltage pick-up   | _____ % | _____ VAC |
| 4. Emergency Frequency pick-up | _____ % | _____ HZ  |

## SECTION IV VERIFICATION OF TIME DELAYS

- |                             |               |
|-----------------------------|---------------|
| 1. 1A Over momentary outage | _____ Seconds |
| 2. 2B Transfer to emergency | _____ Seconds |
| 3. 2E Engine cool down      | _____ Mins.   |
| 4. 3A Restoration to normal | _____ Mins.   |

## SECTION V ACCESSORIES

Check the operation of the following accessories:

## SECTION VI COMMENTS

**Minor Preventative Maintenance Service** shall include, but not be limited to, the following systems:

### A. Cooling System

1. Visual inspection of:
  - a. Radiator and/or heat exchanger for leaks, damages and obstructions.
  - b. Water pump and cooling system gaskets for leaks.
  - c. Flexible water connections for cracking, leaks and pliability.
  - d. Radiator cap, gaskets and sealing services.
  - e. Pulleys for excessive wear.
  - f. Belt tension for cracking and fraying.
2. Perform the following maintenance:
  - a. Check jacket water coolant level and take coolant sample and perform analysis;
  - b. Test coolant for proper antifreeze percentage.
  - c. Check jacket water heater for proper operation and adjust thermostat setting as needed.
  - d. Lubricate pulleys' hub bearings as needed.
  - e. Tighten hose clamps as needed.

### B. Lubrication System

1. Visual inspection of:
  - a. Front and rear crankshaft seals and lubrication system gaskets for leaks.
  - b. Oil hose and connections for cracking, leaks, and pliability.
2. Perform the following maintenance:
  - a. Check oil level and fill to proper level using the Owner's oil stock, as necessary.
  - b. Check for excessive crankcase blow-by with engine running.
  - c. Take crankcase oil sample and perform analysis.

### C. Fuel System – Diesel Engine

1. Visual inspection of:
  - a. Flexible fuel lines for cracking, leaks and pliability
  - b. Steel fuel lines for cracks, leaks and proper line bracket support
  - c. Fuel system for leaks.
2. Perform the following maintenance:
  - a. Check day tank/base tank level and test day tank pump for proper operation.
  - b. Operate fuel-priming pump and check for proper operation and leaks.
  - c. Drain water from water separator.
  - d. Check electronic governor connections and actuator.

#### D. Fuel System – Gas Engine

1. Visual inspection of:
  - a. Presence of gas leaks.
2. Perform the following maintenance:
  - a. Check spark plug ignition wires and coils.
  - b. Check governor and actuator linkage and adjust, as necessary.
  - c. Check for proper ignition timing.

#### E. Starting System

1. Visual inspection of:
  - a. Inspect and tighten starter motor, connections, and wiring.
2. Perform the following maintenance:
  - a. Check for proper ignition timing.
  - b. Top off electrolyte level in batteries with distilled water using the Owner's stock, as necessary.
  - c. Check and record battery charger/alternator for proper charge rate.
  - d. Check for proper cranking termination upon starting.
  - e. Clean and apply corrosion inhibitor to the terminals of lead acid batteries as necessary.
  - f. Tighten battery cable connections as necessary.
  - g. Check and record battery voltage dip level during overcrank test for minimum voltage required to maintain controls during start-up.

#### F. Exhaust System

1. Visual inspection of:
  - a. Flexible exhaust coupling for cracks, excessive leakage, broken, or missing hardware.
  - b. Inspect exterior of exhaust manifolds for oil/fuel slobbering (signs of wet stacking).
  - c. Inspect exhaust rain protection and exhaust outlet screening.
2. Perform the following maintenance:
  - a. Drain water in exhaust moisture traps.

#### G. Air Intake System

1. Visual inspection of:
  - a. Air filters for plugging and deterioration.
  - b. Air cleaner seal for pliability and sealing.
  - c. Turbocharger for excessive endplay clearance and seal leakage.
2. Perform the following maintenance:
  - a. Clean air filters, if necessary.
  - b. Clean air cleaner seal, if necessary.
  - c. Check all air intake piping for damage and loose connections.

## H. Installation

1. Visual inspection of:
  - a. All air intake piping.
  - b. Entire installation.
  - c. Inspect generator set vibration isolators.
  - d. Check for abnormal noise or vibration.
  - e. Oil and coolant leaks with engine running.
  
2. Perform the following maintenance:
  - a. Check for proper operation of remote fan motors, thermostats, circulating pumps, and solenoid valves.
  - b. Check inlet and discharge louvers for proper operation with engine running and stopped.

## I. Control Panel

1. Visual inspection of:
  - a. Operational of illumination and safety lamps.
  - b. Inspect for dirt accumulation and clean as needed.
  
2. Perform the following maintenance:
  - a. Clean dirt accumulation, as necessary.
  - b. Check inlet and discharge louvers for proper operation with engine running and stopped.
  - c. Check electronic control panels for fault codes. Clear any unnecessary codes, notify customer of any codes that need to be addressed.
  - d. Check proper operation of engine and generator instruments with generator running.
  - e. Adjust governor control for optimum performance and frequency.
  - f. Adjust voltage regulator for proper voltage.
  - g. Check for and tighten loose terminals on the generator and the generator control panel.
  - h. Check tightness of relays in the generator control panel.
  - i. Test auto-start system with the authorization of the Town's representative.
  - j. Test safeties and pre-alarms on engine/generator control and annunciator panels with customer assistance.
  - k. Check operation of automatic sync equipment with customer authorization.
  - l. Place generator online and check operation of transfer switches. This will be done only with the consent of the Town's representative.



## **H. MANNER OF TIME FOR CONDUCTING THE WORK**

1. All work shall be performed by skilled mechanics, directly employed and supervised by the Contractor. The Contractor or the Contractor's personnel shall report to the Town building representative **prior** to commencing any work at the facility.
2. All regular inspection and maintenance work shall be performed during the working days of Town employees, except as otherwise approved by the Town.
3. Contractor shall be responsible for any damage caused to any equipment and surrounding area by his service men and leave area "clean".

## **I. REGULARLY SUBMITTED REPORTS AND LOGS**

1. The Contractor shall provide copies of the data sheets that will be used to record all necessary data on equipment included in this contract and note any irregularities found and corrective measures taken.
2. Contractor shall submit sample format copies of all reports and logs that he intends to use in the course of his work (including Service Tickets).

## **J. RESPONSES TO EMERGENCY SERVICE CALLS**

1. EMERGENCY SERVICE calls shall be "responded to" within two (2) hours during the normal working day (8 a.m. to 4 p.m.) five days per week and shall be paid at the normal hourly labor rate bid. The response time after normal working hours, on weekends and holidays shall be FOUR (4) HOURS and shall be paid at the premium hourly labor rate bid.

## **K. ADDITIONAL WORK ALLOWANCE**

1. Any unanticipated additional work not covered in the base scope of services should be brought to the attention of the Town. The Contractor shall provide the Town with an estimate of the labor and/or material cost of these repairs. Only when the Town approves the additional work, shall actual repairs be made.
2. The Town will pay the cost for the necessary labor, parts, equipment and subcontractors in accordance with these bid specifications. The Contractor shall be paid in accordance with the hourly labor rates specified for normal time and premium time. The labor rates specified shall be for actual time spent on site for non-annual maintenance service calls. The number of hours to be paid will be the actual hours worked at the Facility. The Contractor shall submit a detailed bill listing the facility, dates worked, hours expended and the actual invoices from the parts suppliers and/or subcontractors.

3. The amount paid to the Contractor under this Item will be the labor costs plus parts, equipment and subcontractor costs. Overhead and profit will only be paid for subcontractor's services and/parts/equipment supplied.

4. If an outside vendor /or sub-contractor is brought in for specialized equipment service, the Contractor shall be reimbursed on the vendor's invoice plus ten (10%) for overhead and profit. The Contractor must obtain prior approval from the Town for bringing an outside vendors or sub-contractor's service.

5. The payment for Materials and Parts, a markup on the Contractor's invoice plus twenty (20) percent for overhead and profit shall be allowed.

**PART FOUR – ADDENDA, IF ANY – THIS  
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Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Yorktown  
Maura Weissleder, Deputy Town Clerk  
363 Underhill Avenue  
Yorktown NY 10598

Schedule Year 2023 through 2024  
Date Requested 08/02/2023  
PRC# 2023009207

Location Various locations  
Project ID# #23-8  
Project Type Preventative maintenance and on-call services for Town emergency generators.

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

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

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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

### **Introduction**

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

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

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

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

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

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

Both the PW 16 and PW 200 forms are available for completion online.

### **Hours**

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

### **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.ny.gov](http://www.labor.ny.gov).

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

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

### **Payrolls and Payroll Records**

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

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

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

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

## **Apprentices**

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

NYSDOL Labor Law, Article 8, Section 220-3, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Yorktown
Maura Weissleder, Deputy Town Clerk
363 Underhill Avenue
Yorktown NY 10598

Schedule Year 2023 through 2024
Date Requested 08/02/2023
PRC# 2023009207

Location Various locations
Project ID# #23-8
Project Type Preventative maintenance and on-call services for Town emergency generators.

Notice of Contract Award

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

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

Contractor Information
All information must be supplied

Form with fields for Federal Employer Identification Number, Name, Address, City, State, Zip, Amount of Contract, Approximate Starting Date, Approximate Completion Date, and Contract Type (General Construction, Heating/Ventilation, Electrical, Plumbing, Other).

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

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

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

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

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

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

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

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

**Effective June 23, 2020**

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

(12.20)



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

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

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

Reports should contain the following information:

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

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

Department of Labor  
Administrative Finance Bureau-PWEF Unit  
Building 12, Room 464  
State Office Campus  
Albany, NY 12226

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

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

**Attention All Employees, Contractors and Subcontractors:  
You are Covered by the Construction Industry Fair Play Act****The law says that you are an employee unless:**

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)

# Attention Employees

**THIS IS A:**

# **PUBLIC WORK PROJECT**

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

Chapter 629 of  
the Labor Laws  
of 2007:

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

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

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

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

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

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

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

## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

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

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

New York State Department of Labor  
 Bureau of Public Work  
 State Office Campus, Bldg. 12  
 Albany, NY 12226

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

Piledriver \$ 59.16  
 + 9.79\*

Dockbuilder \$ 59.16  
 + 9.79\*

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker \$ 45.34

**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
	\$25.60	\$31.20	\$39.58	\$47.97
	+ 5.30*	+ 5.30*	+ 5.30*	+ 5.30*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

All Terms: \$ 31.83

8-1556 Db

**Carpenter**

08/01/2023

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Carpet/Resilient  
 Floor Coverer \$ 55.05  
 + 8.25\*

\*This portion is not subject to overtime premiums

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

**SUPPLEMENTAL BENEFITS**

Per hour:

\$ 39.45

**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
	\$ 25.20	\$ 28.20	\$ 32.45	\$ 40.33

Building  
Millwright \$ 58.70  
+ 12.62\*

\*This portion is not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per hour:

Millwright \$ 44.31

**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.
\$31.74	\$37.19	\$42.64	\$53.54
+ 6.75*	+ 7.92*	+ 9.09*	+ 11.43*

\*This portion is not subject to overtime premiums

Supplemental benefits per hour:

One (1) year terms:

1st.	2nd.	3rd.	4th.
\$29.81	\$32.34	\$35.52	\$39.94

8-740.1

**Carpenter**

**08/01/2023**

**JOB DESCRIPTION** Carpenter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

07/01/2023

Timberman \$ 54.05  
+ 10.26\*

\*This portion not subject to overtime premiums

**SUPPLEMENTAL BENEFITS**

Per Hour:

07/01/2023

\$ 44.55

**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
\$23.42	\$28.53	\$36.18	\$43.84
+ 5.55*	+ 5.55*	+ 5.55*	+ 5.55*

Journeyworker \$ 33.22

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

**BUILDING:**

Paid: See ( 1 ) on HOLIDAY PAGE.  
 Overtime: See ( 5, 6, 16, 25 ) on HOLIDAY PAGE.  
 - Holidays that fall on Sunday will be observed Monday.

**HEAVY&HIGHWAY/TUNNEL:**

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

- Holidays that fall on Sunday will be observed Monday  
 - Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay  
 - If Employee is entitled to a paid holiday, the Employee is paid the Holiday wage and supplemental benefits whether they work or not. If Employee works the Holiday, the Employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If Employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

**REGISTERED APPRENTICES**

1 year terms at the following wage rates:

1st	2nd	3rd	4th	5th
\$ 19.90	\$ 23.88	\$ 25.87	\$ 27.86	\$ 31.84
+3.58*	+3.58*	+3.58*	+3.58*	+3.58*

\*For all hours paid straight or premium

**SUPPLEMENTAL BENEFITS per hour:**

All terms \$ 16.27

11-279.1B/HH

**Electrician**

08/01/2023

**JOB DESCRIPTION** Electrician

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:	07/01/2023	03/07/2024
Service Technician	\$ 36.40	\$ 37.40

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:	\$ 21.07	\$ 21.85

**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**

08/01/2023

**JOB DESCRIPTION** Electrician

**DISTRICT 8**

**ENTIRE COUNTIES**

Westchester

**WAGES**

Per hour:	07/01/2023	04/18/2024	04/17/2025
*Electrician/A-Technician	\$ 55.75	\$ 56.75	\$ 58.75



**Elevator Constructor**

**08/01/2023**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Rockland: Entire County except for the Township of Stony Point

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

**WAGES**

Per hour:

07/01/2023

Elevator Constructor \$ 77.49

Modernization & Service/Repair \$ 60.89

NOTE - The 'Employer Registration' (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Elevator Constructor \$ 45.574

Modernization & Service/Repairs 44.412

**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, 2nd, 3rd Terms are based on Average wage of Constructor & Modernization.

Terms 4 thru 9 Based on Journeyman's wage of classification Working in.

**6 MONTH TERMS:**

1st Term*	2nd & 3rd Term*	4th & 5th Term	6th & 7th Term	8th & 9th Term
50%	50%	55%	65%	75%

**SUPPLEMENTAL BENEFITS**

Elevator Constructor

1st Term	\$ 0.00
2nd & 3rd Term	36.024
4th & 5th Term	36.943
6th & 7th Term	38.448
8th & 9th Term	39.953

Modernization & Service/Repair

1st Term	\$ 0.00
2nd & 3rd Term	35.694
4th & 5th Term	36.525
6th & 7th Term	37.948
8th & 9th Term	39.38

\*\*Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under \$184,000.

**SUPPLEMENTAL BENEFITS**

Per hour:	7/01/2023
Glazier & Glass Tinting	\$ 40.20
Window Film Repair & Maintenance	23.19

**OVERTIME PAY**

See (B, E, Q, V) on OVERTIME PAGE  
 For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

**HOLIDAY**

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

For 'Repair & Maintenance'

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

**REGISTERED APPRENTICES**

Wage per hour:  
 (1) year terms at the following wage rates:  
 7/01/2023

1st term	\$ 21.93
2nd term	30.05
3rd term	39.95
4th term	48.97

Supplemental Benefits:

(Per hour)	
1st term	\$ 18.25
2nd term	25.97
3rd term	31.27
4th term	34.32

8-1087 (DC9 NYC)

**Insulator - Heat & Frost**

**08/01/2023**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 8**

**ENTIRE COUNTIES**

Dutchess, Orange, Putnam, Rockland, Westchester

**WAGES**

Per hour:	07/01/2023	06/01/2024
Insulator	\$ 59.25	+ \$ 2.50
Discomfort & Additional Training**	62.31	+ \$ 2.50
Fire Stop Work*	31.77	+ \$ 2.50

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker	\$ 37.35

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

**REGISTERED APPRENTICES**

Wage per hour:

Stone Derrickmen Rigger:

	1st	2nd	3rd	4th
07/01/2023	\$ 35.90	\$ 51.53	\$ 57.32	\$ 63.11

Supplemental Benefits:

Per hour:

07/01/2023	22.11	32.58	32.58	32.58
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Stone Handset:

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

	1st	2nd	3rd	4th
07/01/2023	34.56	49.75	55.33	60.90

Supplemental Benefits:

Per hour:

07/01/2023	22.10	32.46	32.46	32.46
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9-197D/R

**Ironworker**

**08/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2023

Ornamental	\$ 46.90
Chain Link Fence	46.90
Guide Rail	46.90

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker: \$ 63.04

**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 after 9/1/18:

1 year terms

	07/01/2023
1st Term	\$ 21.13
2nd Term	24.77
3rd Term	28.40
4th Term	32.06

Supplemental Benefits per hour:

1st Term	\$ 17.90
2nd Term	19.15
3rd Term	20.41
4th Term	21.67

4-580-Or

**Ironworker**

**08/01/2023**

**JOB DESCRIPTION** Ironworker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

PER HOUR:

**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	\$ 26.80	\$ 33.10	\$ 35.60
plus \$1.55		plus \$1.58	plus \$1.58	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	\$ 22.50

4-46Reinf

**Laborer - Building**

**08/01/2023**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

Per hour	07/01/2023	05/01/2024
Laborer	\$ 40.05 plus \$5.45**	+ \$ 2.00
Laborer - Asbestos & Hazardous Materials Removal	\$ 44.50*	+ \$ 2.00

\* 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:	07/01/2023
Journeyworker	\$ 30.50

**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
\$ 28.08	\$ 31.90	\$ 35.72	\$ 39.54

Supplemental Benefits per hour:

Apprentices All terms	\$ 23.20
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8-235/B

1st term	\$ 3.85 - After 40 hours: \$ 3.60
2nd term	\$ 3.95 - After 40 hours: 3.60
3rd term	\$ 4.45 - After 40 hours: 4.00
4th term	\$ 5.00 - After 40 hours: 4.50

8-60H/H

**Laborer - Tunnel**

**08/01/2023**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 11**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

Chenango: Townships of Columbus, Sherburne and New Berlin.

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

**WAGES**

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2023	06/01/2024	06/01/2025
Class 1	\$ 55.55	\$ 57.05	\$ 58.55
Class 2	57.70	59.20	60.70
Class 4	64.10	65.60	67.10
Class 5	47.65	49.90	51.40

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Benefit 1	\$ 35.73	\$ 36.98	\$ 38.23
Benefit 2	51.01	TBD	TBD
Benefit 3	71.28	TBD	TBD

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

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

Benefit 3 applies to Sunday and Holiday hours worked.

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

**REGISTERED APPRENTICES**

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

11-17/60/235/754Tun

**Lineman Electrician**

**08/01/2023**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT 6**

**ENTIRE COUNTIES**

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:

07/01/2023	05/06/2024
\$ 26.40	\$ 26.90
*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249aWest

**Lineman Electrician - Teledata**

**08/01/2023**

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

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

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

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

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

1ST SHIFT	REGULAR RATE
2ND SHIFT	REGULAR RATE PLUS 10%
3RD SHIFT	REGULAR RATE PLUS 15%

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70	\$ 5.70	\$ 5.70
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

or Equipment Operators with Crane License	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

**OVERTIME PAY**

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

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

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2023	05/06/2024
	\$ 26.40	\$ 26.90
	*plus 7% of the hourly wage paid	*plus 7% of the hourly wage paid

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

6-1249aWestLT

**Mason - Building**

**08/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

Nassau, Rockland, Suffolk, Westchester

**WAGES**

Per hour:	07/01/2023	12/04/2023	06/05/2024
		Additional	Additional
Tile Setters	\$ 62.98	\$ 0.72	\$ 0.72

**SUPPLEMENTAL BENEFITS**

Per Hour:	\$ 25.61*
	+ \$10.04

\* 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:

(750 hour) term at the following wage rate:

Term:	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
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1st 50%	2nd 55%	3rd 60%	4th 65%	5th 70%	6th 75%	7th 80%	8th 85%
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Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

**Mason - Building**

**08/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Building

	07/01/2023	01/01/2024 Additional
Wages per hour:		
Mosaic & Terrazzo Mechanic	\$ 60.65	\$1.06
Mosaic & Terrazzo Finisher	59.04	

**SUPPLEMENTAL BENEFITS**

Per hour:

Mosaic & Terrazzo Mechanic	\$ 30.26* + \$9.16
Mosaic & Terrazzo Finisher	\$ 30.26* + \$9.15

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

**OVERTIME PAY**

See (A, E, Q) on OVERTIME PAGE

07/01/2023- Deduct \$7.25 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:

	1st 0- 1500	2nd 1501- 3000	3rd 3001- 3750	4th 3751- 4500	5th 4501- 5250	6th 5251- 6000
	\$ 25.82	\$ 33.19	\$ 36.39	\$ 40.38	\$ 48.52	\$ 54.59

Supplemental Benefits per hour:

	\$6.00* +\$3.21	\$7.72* +\$4.12	\$18.16* +\$5.50	\$23.27* +\$6.41	\$24.21* +\$7.33	\$27.24* +\$8.29
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\*This portion of benefits subject to same premium rate as shown for overtime wages.

9-7/3

**Mason - Building**

**08/01/2023**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

07/01/2023                      07/03/2023

Building-Marble Restoration: Marble, Stone &	\$ 47.22	\$ 47.44
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1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 26.42	\$ 39.62	\$ 42.91	\$ 46.22	\$ 49.52	\$ 53.38	\$ 59.67	\$ 62.82
Supplemental Benefits per hour:							
07/01/2023							
1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.38	\$ 28.86	\$ 29.74	\$ 30.60	\$ 31.48	\$ 36.44	\$ 38.17	\$ 39.03
07/03/2023							
Wage Per Hour:							
750 hour terms at the following wage.							
1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
\$ 26.60	\$ 39.82	\$ 43.13	\$ 46.45	\$ 49.78	\$ 53.64	\$ 59.95	\$ 63.12
Supplemental Benefits Per Hour:							
1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 25.54	\$ 29.09	\$ 29.97	\$ 30.84	\$ 31.72	\$ 36.73	\$ 38.48	\$ 39.34

9-7/4

**Mason - Building**

**08/01/2023**

<b>JOB DESCRIPTION</b> Mason - Building			<b>DISTRICT</b> 9
<b>ENTIRE COUNTIES</b> Nassau, Rockland, Suffolk, Westchester			
<b>WAGES</b>			
Per hour:	07/01/2023	12/04/2023	06/03/2024
Tile Finisher	\$ 48.36	Additional \$ 0.59	Additional \$ 0.59
<b>SUPPLEMENTAL BENEFITS</b>			
Per Hour:	\$ 22.56*		
	+ \$9.86		

\*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**

**08/01/2023**

<b>JOB DESCRIPTION</b> Mason - Building			<b>DISTRICT</b> 9
<b>ENTIRE COUNTIES</b> Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk, Westchester			
<b>WAGES</b>			
Per hour:	07/01/2023	07/03/2023	
Marble, Stone, Maintenance Finishers:	\$ 27.26	\$ 27.44	

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 11**

**ENTIRE COUNTIES**  
Putnam, Rockland, Westchester

**PARTIAL COUNTIES**  
Orange: Only the Township of Tuxedo.

**WAGES**

Per hour: 07/01/2023

Bricklayer	\$ 46.39
Cement Mason	46.39
Marble/Stone Mason	46.39
Plasterer	46.39
Pointer/Caulker	46.39

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

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 37.95

**OVERTIME PAY**

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

**HOLIDAY**

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

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour

750-hour terms at the following percentage of journeyman supplements

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

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

11-5WP-H/H

**Operating Engineer - Building**

08/01/2023

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT 9**

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

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

**WAGES**

NOTE: Construction surveying  
Party Chief--One who directs a survey party

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

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

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

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

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

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

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

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

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

Group VI-A: Welder Certified

GROUP VI-B: Utility Man, Warehouse Man.

WAGES: (per hour)

	07/01/2023	03/04/2024
GROUP I		
Cranes- up to 49 tons	\$ 66.23	\$ 67.43
Cranes- 50 tons to 99 tons	68.53	69.77
Cranes- 100 tons and over	78.21	79.64
GROUP I-A	58.01	59.04
GROUP I-B	53.48	54.41
GROUP II	55.98	56.97
GROUP III-A	53.94	54.88
GROUP III-B	51.35	52.25
GROUP IV-A	53.40	54.33
GROUP IV-B	45.17	45.94
GROUP V	48.69	49.53
Group VI-A	56.96	57.96
GROUP VI-B		
Utility Man	46.21	47.00
Warehouse Man	48.52	49.26

An additional 20% to wage when required to wear protective equipment on hazardous/toxic waste projects.  
 Engineers operating cranes with booms 100 feet but less than 149 feet in length will be paid an additional \$2.00 per hour.  
 Engineers operating cranes with booms 149 feet or over in length will be paid an additional \$3.00 per hour.  
 Loader operators over 5 cubic yard capacity additional .50 per hour.  
 Shovel operators over 4 cubic yard capacity additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour:

Cranes of 100 Tons	76.24	77.82
Hoist Engineer(Steel)	69.01	70.41
Engineer(Pile Driver)	73.61	75.13
Jersey Spreader, Pavement Breaker (Air Ram)Post Hole Digger	58.06	59.19

**SHIFT DIFFERENTIAL:**

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:	\$ 33.75 up to 40 Hours	\$ 34.85 up to 40 hours
	After 40 hours \$ 24.50* PLUS \$ 1.25 on all hours worked	After 40 hours \$ 25.55* PLUS \$ 1.25 on all hours worked

\*This amount is subject to premium

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

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

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

**REGISTERED APPRENTICES**

(1)year terms at the following rate.

1st term	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34
Supplemental Benefits per hour:	25.70	26.85

8-137HH

**Operating Engineer - Heavy&Highway**

**08/01/2023**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

Putnam, Westchester

**PARTIAL COUNTIES**

Dutchess: South of the North city line of Poughkeepsie

**WAGES**

Party Chief - One who directs a survey party

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

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

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

WAGES: (per hour)

	07/01/2023	03/04/2024
GROUP I	\$ 67.27	\$ 68.63
GROUP I-A	59.26	60.42
GROUP I-B	62.46	63.70
GROUP II-A	56.74	57.84
GROUP II-B	58.52	59.67
GROUP III	55.74	56.81
GROUP IV-A	50.63	51.57
GROUP IV-B	43.43	44.19
GROUP V-A		
Engineer-Cranes	76.24	77.82
Engineer-Pile Driver	73.61	75.13
Hoist Engineer	69.01	70.41
Jersey Spreader/Post Hole Digger	58.06	59.19

SHIFT DIFFERENTIAL:

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyworker:

\$ 33.75 up to 40 hours	\$ 34.85 up to 40 hours
After 40 hours \$24.50 plus \$1.25 on all hours worked	After 40 hours \$25.55 plus \$1.25 on all hours worked

**OVERTIME PAY**

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

**HOLIDAY**

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

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

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

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

**REGISTERED APPRENTICES**

(1)year terms at the following rates:

1st term	\$ 29.63	\$ 30.21
2nd term	35.56	36.25
3rd term	41.48	42.30
4th term	47.41	48.34

Supplemental Benefits per hour:

All terms	\$ 25.70	\$ 26.85
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8-137Tun

wage, Overtime hours  
 add \$ 0.38

wage, Overtime hours  
 add \$ 0.50

**OVERTIME PAY**

See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**

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

4-25a-MarDredge

**Operating Engineer - Survey Crew - Consulting Engineer**

**08/01/2023**

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

**DISTRICT 9**

**ENTIRE COUNTIES**

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

**PARTIAL COUNTIES**

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

**WAGES**

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

Per hour: 07/01/2023  
 Survey Classifications

Party Chief \$ 47.15  
 Instrument Man 39.30  
 Rodman 34.35

**SUPPLEMENTAL BENEFITS**

Per Hour:

All Crew Members: \$ 23.15

**OVERTIME PAY**

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

\*Double-time paid on the 9th hour on Saturday.

**HOLIDAY**

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

9-15dconsult

**Painter**

**08/01/2023**

**JOB DESCRIPTION** Painter

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour: 07/01/2023

Brush \$ 51.70\*

Abatement/Removal of lead based  
 or lead containing paint on  
 materials to be repainted. 51.70\*

Spray & Scaffold \$ 54.70\*  
 Fire Escape 54.70\*  
 Decorator 54.70\*  
 Paperhanger/Wall Coverer 54.48\*

\*Subtract \$ 0.10 to calculate premium rate.

**SUPPLEMENTAL BENEFITS**

Per hour:

Paperhanger \$ 34.60  
 All others 32.73  
 Premium 36.70\*\*

1st year	\$ 15.22
2nd year	18.90
3rd year	21.81
4th year	27.58

8-NYDCT9-DWT

**Painter - Bridge & Structural Steel**

**08/01/2023**

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT 8**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

STEEL:

Bridge Painting:	07/01/2023	10/01/2023
	\$ 54.50	+ 3.10
	+ 10.10*	

ADDITIONAL \$6.50 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

**SHIFT WORK:**

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

**SUPPLEMENTAL BENEFITS**

Per Hour:

Journeyworker:

\$ 11.78  
+ 30.85\*

\* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

**OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

**HOLIDAY**

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (4, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wage - Per hour:

Apprentices: (1) year terms

1st year	\$ 21.80 + 4.04
2nd year	\$ 32.70 + 6.06
3rd year	\$ 43.60 + 8.08

Supplemental Benefits - Per hour:

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

**WAGES**

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

\*Note: Applies on New Construction & complete renovation  
 \*\* Note: Applies when working on scaffolds over 34 feet.

**SUPPLEMENTAL BENEFITS**

Per Hour:	07/01/2023
Journeyworker: All classification	\$ 12.34

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE  
 Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

Wages per hour:  
 One (1) year term at the following wage rates:

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation  
 \*\* Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:	
1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber**

**08/01/2023**

**JOB DESCRIPTION** Plumber

**DISTRICT 8**

**ENTIRE COUNTIES**

Putnam, Westchester

**WAGES**

Per hour:	07/01/2023
Plumber and Steamfitter	\$ 62.36

SHIFT WORK:



\$ 19.32	\$ 22.91	\$ 28.56	\$ 35.13	\$ 38.15
+\$2.39*	+\$2.70*	+\$3.25*	+\$3.88*	+\$4.12*

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

Supplemental Benefits per hour:

Apprentices	07/01/2023
1st term	\$ 20.84
2nd term	22.28
3rd term	23.85
4th term	26.01
5th term	27.55

8-21.1&2-SF/Re/AC

**Plumber - Jobbing & Alterations**

**08/01/2023**

**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:	07/01/2023
Journeyworker:	\$ 48.51

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

**SHIFT WORK:**

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

**SUPPLEMENTAL BENEFITS**

Per hour:	
Journeyworker	\$ 34.76

**OVERTIME PAY**

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

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(1) year terms at the following wages:

1st year	\$ 20.92
2nd year	23.24
3rd year	25.29
4th year	35.48
5th year	37.49

Supplemental Benefits per hour:

1st year	\$ 11.45
2nd year	13.46
3rd year	17.51
4th year	23.67
5th year	25.68

8-21.3-J&A

**Roofer**

**08/01/2023**

**REGISTERED APPRENTICES**

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 17.50	\$ 19.67	\$ 21.87	\$ 24.05	\$ 26.24	\$ 28.44	\$ 31.10	\$ 33.75
+ 1.44*	+ 1.62*	+ 1.80*	+ 1.98*	+ 2.16*	+ 2.34*	+ 2.52*	+ 2.70*

\*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

**Apprentices**

1st term	\$ 19.53
2nd term	21.99
3rd term	24.42
4th term	26.88
5th term	29.32
6th term	31.75
7th term	33.72
8th term	35.71

8-38

**Sheetmetal Worker**

08/01/2023

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT 4**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour: 07/01/2023

Sign Erector \$ 56.00

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Sign Erector \$ 55.66

**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:

07/01/2023

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 14.95	\$ 16.95	\$ 18.93	\$ 20.93	\$ 28.56	\$ 31.05	\$ 33.57	\$ 36.05	\$ 38.56	\$ 41.05

4-137-SE

**Sprinkler Fitter**

08/01/2023

**JOB DESCRIPTION** Sprinkler Fitter

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2023

Sprinkler \$ 50.86

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: When mandated by the contracting agency, DOT, or any governmental agency contracts shall receive a shift differential of fifteen (15%) above the wage rate.

NOTE: The Employer Registration (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:  
Journeyworker

First 40 hours	\$ 35.58
41st-45th hours	15.73
Over 45 hours	1.60

**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**

**08/01/2023**

**JOB DESCRIPTION** Welder

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour 07/01/2023

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

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

**OVERTIME PAY**

**HOLIDAY**

1-As Per Trade

- ( 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.)

( 29 ) Juneteenth



NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

**Debarment Database:** To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

**For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322**

**NYSDOL Bureau of Public Work Debarment List 08/01/2023**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		281 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
DOL	DOL		ANGELO TONDO		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11BROOKLYN 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	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
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

NYSDOL Bureau of Public Work Debarment List 08/01/2023

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DOL	DOL		IRENE KASSELIS		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.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	J.R.N. CONSTRUCTION, LLC		531 THIRD ST ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		JMJ7 & SON CONSTRUCTION, LLC		5553 CAIRNS TRAIL LIVERPOOL NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 AND SONS CONTRACTORS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS		7014 13TH AVENUE BROOKLYN NY 11228	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS AND SONS		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JMJ7 CONTRACTORS, LLC		5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028



NYS DOL Bureau of Public Work Debarment List 08/01/2023

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DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	10/25/2022	10/25/2027
DOL	DOL	*****1320	MJC MASON CONTRACTING, INC.		42 FOWLER AVENUE CORTLAND MANOR NY 10567	01/24/2023	01/24/2028
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL	*****7790	NATIONAL BUILDING & RESTORATION CORP		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****1797	NATIONAL CONSTRUCTION SERVICES, INC		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC		NAVIT SINGH		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
DOL	NYC	*****5643	NYC LINE CONTRACTORS, INC.		402 JERICHO TURNPIKE NEW HYDE PARK NY 11040	08/10/2022	08/10/2027
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
DOL	DOL		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
DOL	DOL		PETER STEVENS		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DA	*****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL	*****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 BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408 MONROE 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

NYS DOL Bureau of Public Work Debarment List 08/01/2023

Article 8

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 CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBASHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHELEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	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 CROPSY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL	*****8266	WILLIAM CHRIS MCCLENDON	MCCLENDON ASPHALT PAVING	1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM CHRIS MCCLENDON		1646 FALLS STREET NIAGARA FALLS NY 14303	05/01/2023	05/01/2028
DOL	DOL		WILLIAM G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023

**NON-COLLUSIVE BIDDING CERTIFICATION**

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of 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 his or her knowledge and belief:

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;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by Bidder and will not knowingly be disclosed by Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

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.

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

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Legal name of person, firm or corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Title)

State of New York )  
County of \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2023 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)